BILL GARRETT, Davidson County
Trans:T20100073438 DEEDWARR
Recvd: 11/19/10 09:54 4 pgs
Fees:23.00 Taxes:6475.00
20101119-0092609

Rev. 11-17-10

LIMITED WARRANTY DEED

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel No.
Velocity Retail Partners, LLC 138 2nd Avenue North, Suite 300 Nashville, Tennessee 37201 Attention: Joseph N. Barker	Velocity Retail Partners, LLC 138 2nd Avenue North, Suite 300 Nashville, Tennessee 37201 Attention: Joseph N. Barker	93-13-B, Parcel 1

This instrument prepared by: Balch & Bingham, LLP, Randolph H. Lanier, Esq., 1901 Sixth Avenue North, Suite 1500, Birmingham, Alabama 35203

STATE OF TENNESSEE)
COUNTY OFDAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,750,000.00.

Affiant

MELISSA S. PHILLIPS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires January 6, 2014

Subscribed and sworn to before me, this the 18th day of November, 2010.

My Commission Expires: 1/6/2014

NOTARY PUBLIC

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) and other good and valuable consideration, Velocity Residential, LLC, a Tennessee limited liability company, ("Grantor"), by these presents, does hereby grant, bargain, sell and convey all its right, title and interest to Velocity Retail Partners, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, in the following described tract or parcel of land in Davidson County, Tennessee, to wit:

> The Retail Unit in the Velocity Master Condominium, as established by the Master Deed Establishing Velocity Master Condominium, of record as Instrument No. 20081230-0123571, Register's Office for Davidson County, Tennessee. The Velocity Master Condominium constitutes Unit No. 3 of the Gulch Land Condominium, as established by the Master Deed Establishing Gulch Land Condominium, of record as Instrument No. 20071018-0123668, said Register's Office. Also conveyed herewith is the undivided percentage interest in the Common Elements appurtenant to the Retail Unit as set forth in Exhibit E of the Master Deed Establishing Velocity Master Condominium. Reference is hereby made to the plat of Velocity Master Condominium of record as Exhibit D to the Master Deed Establishing Velocity Master Condominium, for a more complete identification and description of such Retail Unit.

Together with all appurtenances, easements, estate, title, and interest thereto belonging to Grantor, and all other real property interests in any manner related to the Retail Unit described above not previously conveyed, including, without limitation, parking rights to one hundred eight (108) parking spaces, being parking spaces numbered 1 through 108 as identified on the parking plan attached hereto as Exhibit A-1 which will be assigned to Velocity Retail Partners, LLC on the records of the Velocity Master Association pursuant to Section 6.07(b) of the Master Deed Establishing Velocity Master Condominium. .

Being part of the property conveyed to Velocity Residential, LLC, a Tennessee limited liability company, by deed from Velocity in the Gulch, Inc., of record as Instrument No. 20100625-0049874, said Register's Office.

This is improved property known as the Retail Unit of Velocity Master Condominium, 11th Avenue South, Nashville, Tennessee 37203.

Said property is conveyed subject to the limitations, restrictions, and encumbrances described as follows:

1. 2010 Metropolitan Government Taxes.

2. All matters shown on the plans of record in Book 9700, page 763, said Register's Office.

3. Master Deed Establishing Gulch Land Condominium, and the By-Laws and Charter for Gulch Land Condominium Association, Inc. appended thereto, of record as Instrument No. 20071018-0123668, said Register's Office.

4. Master Deed Establishing Velocity Master Condominium of record as Instrument No. 20081230-0123571, said Register's Office.

5. Restrictive covenants contained in the deed of record in Book 11621, page 110, said Register's Office.

6. Restrictive covenants contained in the deed of record as Instrument no. 20050401-0035633, said Register's Office.

7. Restrictive covenants for the Arts Center Redevelopment Plans, of record in Book 10965, page 404, said Register's Office, as supplemented in Book 11625, page 252, said Register's Office, as further amended by Instrument No. 20020715-0084598, said Register's Office.

8. Notice of Land Use Restrictions, of record as Instrument No. 20100511-0036052, said Register's Office.

9. Easement for building repair and emergency exit, set forth in the Master Deed for

Gulch Land Condominium, of record as Instrument No. 20071018-0123668, said Register's Office.

10. Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances easement of record as Instrument No. 20071018-0123758, said Register's Office.

11. Inspection and Maintenance Agreement for Private Stormwater Management Facilities, of record as Instrument No. 20071029-0127319, said Register's Office.

12. Maintenance and Repair of Storm Drainage Facilities and Appurtenances easement of record as Instrument No. 20071108-0131651, said Register's Office.

13. Grant of Easement to Comcast of Nashville I, LLC, of record as Instrument No. 20090615-0055406, said Register's Office.

14. All matters shown on the survey made by Littlejohn Engineering Associates, Robert M. Searson, TN RLS No. 1666, dated October 5, 2007.

15. Restrictive covenants contained in the deed of record as Instrument No. 20071108-0132211, said Register's Office.

TO HAVE AND TO HOLD, to the Grantor, its successors and assigns, forever.

Grantor hereby covenants with the Grantee that at the time of the delivery of this deed, Grantor is lawfully seized of the above described property, that Grantor has good right, full power and lawful authority to convey the same, that the property is free from encumbrances made by the Grantor, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

IN WITNESS WHEREOF, undersigned has hereunto set its hand on this the 17th day of November, 2010.

VELOCITY RESIDENTIAL, LLC,
a Tennessee limited liability company

By: **P.I. HOLDINGS NO. 1, INC.,**
a Texas corporation,
its sole member

By: C Garcia
Name: Chelo Garcia
Title: Vice President

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Chelo Garcia**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be the Vice President of **P.I. Holdings No. 1, Inc.**, a Texas corporation, as the sole member of **VELOCITY RESIDENTIAL, LLC**, a Tennessee limited liability company, and that she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name P.I. Holdings No. 1, Inc. as the sole member of Velocity Residential, LLC by herself as Vice President.

Witness my hand and seal, at office in Dallas, Dallas County, Texas, this the 17th day of November, 2010.

Mary M Stevens
NOTARY PUBLIC

My Commission Expires: 03-30-2011

MARY M STEVENS
Notary Public
STATE OF TEXAS
My Comm. Exp. March 30, 2011