THIS INSTRUMENT PREPARED BY:
Spruell Driver, Jr., Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219-8966

BILL GARRETT, Davidson County
Trans:T20100080661 DEEDWARRSP
Recvd: 12/22/10 14:38 4 pgs
Fees:23.00 Taxes:6660.00
20101222-0101900

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $1,800,000.00.

Affiant

Subscribed and sworn to before me this 22 day of December 2010.

Notary Public

My Commission Expires: 1/6/14

KELLY E. BACON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 6, 2014

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ADDRESS OF NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL NO.
TAS Angel, LLC c/o FBMM, Inc. P.O. Box 340020 Nashville, Tennessee 37203	SAME	Map 40 Parcel 209

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SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, PREVOST CAR (US) INC., a Delaware corporation ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto TAS ANGEL, LLC, a Tennessee limited liability company ("Grantee"), the successors and assigns of Grantee, certain tracts or parcels of land in Davidson County, Tennessee, described as follows, to-wit:

See attached Exhibit A

This is improved property known as 529 Hickory Hills Boulevard, Whites Creek, Tennessee 37189.

The property is conveyed subject to any and all covenants, restrictions, easements, licenses, tenant leases and rights which are of record in the Register's Office for Davidson County, Tennessee and to those certain restrictions and limitations set forth in **Exhibit B** attached hereto and incorporated herein (collectively, the "Permitted Encumbrances").

TO HAVE AND TO HOLD the said real property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to Grantee, the heirs, representatives,

successors and assigns of Grantee, forever; and, except for the Permitted Encumbrances, Grantor does further covenant and bind itself, its representatives, successors and assigns to warrant and forever defend the title to said real estate to Grantee, the successors and assigns of Grantee, against the lawful claims of all persons claiming through or under Grantor, but not further or otherwise.

All exhibits referred to herein are attached hereto and incorporated herein by reference. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the 21 day of December, 2010.

PREVOST CAR (US) INC., a Delaware corporation

By: _____
Clay Flynt
Vice President

STATE OF NORTH CAROLINA)
COUNTY OF GUILFORD)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Clay Flynt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Vice President of Prevost Car (US) Inc., the within named bargainor, a Delaware corporation, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office in Greensboro, North Carolina, this the 21 day of December, 2010.

_____
NOTARY PUBLIC

My Commission Expires: 05/20/2015

DEBORAH C JONES
NOTARY PUBLIC
FORSYTH COUNTY, NORTH CAROLINA

EXHIBIT A
To Special Warranty Deed

Description of the Real Property

Tract No. I:
Land in Davidson County, Tennessee, being Lot No. 5 as shown on the plan of Hickory Hills, Section Nine, of record in Book 8250, page 764, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description of said lot.

Tract No. I being the same property conveyed to Prevost Car (US) Inc., a Delaware corporation, by deed from Hickory Hills, Ltd., L.P., a Tennessee limited partnership, to Prevost Car, Inc., a New Jersey corporation, of record in Book 10665, page 309, said Register's Office, and by deed from Prevost Car, Inc., of record as Instrument No. 20011026-0117437, said Register's Office.

Tract No. II:
Land in Nashville, Second Civil District, Third Councilmanic District, Davidson County, Tennessee, located north of West Cap Road and west of Hickory Hills Boulevard, being a portion of Lot 5 (formerly a portion of Lot 7), as shown on the plat of Hickory Hills, Resubdivision of Lots 5 and 7, Section Nine of record in Instrument Number 20040624-0075294, Register's Office Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an iron pin (old) in the northwesterly corner of the aforementioned Lot 7, said pin also being the southwesterly corner of Lot 5, as shown on the plat of Hickory Hills, Section Nine of record in Plat book 8250, Page 764, said Register's Office;

Thence, along the common line of Lot 7 and Lot 5, N 81° 35' 42" E, 155.92 feet to an iron pin (old) in the northwesterly corner of Lot 6, as shown on the plat of Hickory Hills, Resubdivision of Lot 1, Section Nine of record in Instrument Number 200006280064297, said Register's Office;

Thence, along the westerly line of said Lot 6, S 08° 22' 43" E, 211.10 feet to an iron pin (old) in the southwesterly corner of said Lot 6;

Thence, crossing said Lot 7, S 81° 46' 59" W, 244.71 feet to the westerly line of Lot 7;

Thence, along the westerly line of said Lot 7 and the easterly line of Lot 8, as shown on the plat of Hickory Hills, Resubdivision of Lot 1, Section Nine of record in Instrument No. 200006280064297, said Register's Office;

Thence, along the common line of Lot 7 and Lot 8, the following calls:

N 03° 23' 26" W, 117.75 feet to an iron pin (old),
N 86° 10' 52" E, 70.90 feet to an iron pin (old),
N 03° 49' 08" W, 98.99 feet to the Point of Beginning.

Tract No. II being the same property conveyed to Prevost Car (US), Inc., a Delaware corporation, by deed from Corporate Investors Partnership II, of record as Instrument No. 20040701-0078582, said Register's Office.

EXHIBIT B
To Special Warranty Deed

Restrictions

1. **Permitted and Prohibited Uses.**

(a) Except as provided otherwise in this Exhibit B, the Property may be used and occupied for any purpose permitted by applicable laws, codes and regulations.

> "For a period of two (2) years after the recording of this Special Warranty Deed, the Property shall be subject to the following use restrictions which shall run in favor of Grantor :
>
> 1. The Property shall not be used for repair service activities to passenger buses, transit buses or motorhomes or for bus parts wholesales activities (provided, however, Grantee may perform repair services on any passenger buses, transit buses or motorhomes which are owned solely by Grantee or in the care custody and control of Grantee).
>
> 2. Neither Grantee nor its successors, assigns or tenants shall permit any of the following companies or any affiliates, subsidiaries or parents of such companies to own, lease, occupy or use the Property: Motor Coach Industries International, Inc., dba Mcii; ABC Companies, dba Abc Companies, Inc. (exclusive US Van Hool distributor); Daimler Buses North America, Inc. (Setra Coach); or Bus and Coach International Pty.; or Bus and Coach International, dba Bus and Coach International."

2. **Covenants Running with the Land; Enforcement and Remedies.** The covenants, agreements, rights, options and restrictions set forth in this Exhibit B shall be effective upon the date of this Special Warranty Deed and shall be covenants running with the land described in Exhibit A to this Special Warranty Deed and shall be binding upon Grantee, its/his/hers heirs, successors and assigns, and all persons or entities claiming by, through or under Grantee or its/his/her heirs, successors and assigns, and shall inure to the benefit of the Grantor and its heirs, successors and assigns. Irreparable harm will result to Grantor by reason of any breach of the agreements, covenants and restrictions set forth in this Exhibit B, and, therefore, Grantor shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Exhibit B, as well as any other relief available at law or equity. The failure of Grantor, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Exhibit B, or to exercise any right or privilege conferred in this Exhibit B, shall not constitute or be construed as the waiver of such or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

3. **Governing Law and Rule Against Perpetuities.** This Exhibit shall be governed, construed and enforced in accordance with the laws of the State of Tennessee.