THIS DEED, made and entered into this the 18th day of February, 2011, by and between C. M. GATTON, TRUSTEE of the C. M. Gatton Trust, (hereinafter called "Grantor"), and BANK OF AMERICA, N. A., TRUSTEE C. M. Gatton Grantor Retained Annuity Trust #1 Under Agreement dated February 26, 2009, (hereinafter called "Grantee");

WITNESSETH:

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, the Grantor has bargained and sold and does hereby grant, bargain, sell, transfer and convey unto the Grantee, the following described property located in Davidson County, Tennessee, to-wit:

TRACT 1

Land in Davidson County, Tennessee, being Lot No. 7B on the Plan of the Resubdivision of Lots 7A and 7B of Rivergate Station, Section 3, of record in Plat Book 8250, page 347, Register's Office for Davidson County, Tennessee.

TRACT 2

Being a parcel of land situated in Davidson County, Tennessee, said parcel being Lot 4B, as recorded on the Resubdivision of Lot 4, Rivergate Station, Section Two, Phase Five, of record in Plat Book 8250, page 418, in said Register's Office.

The above two parcels are the same property conveyed to the Grantor by Special Warranty Deed dated January 5, 1996, of record in said Register's Office in Deed Book 9910, Page 750.

Tax Map Parcel No.: 34-9-174 out of 34-9-171

TO HAVE AND TO HOLD the above described property, together with all improvements thereon and appurtenances thereunto belonging unto the Grantee, its successors and assigns in fee simple forever.

BILL GARRETT, Davidson County
Trans:T20110010587 DEEDWARR
Recvd: 02/22/11 09:40 4 pgs
Fees:23.00 Taxes:9620.00
20110222-0014305

This instrument was prepared by:
Frank Winston, Attorney
1000 West State Street
Bristol, TN 37621
BPR #001511

The Grantor covenants with the Grantee that it is lawfully seized and possessed of the property above described and hereby conveyed, that it has a good right and full authority to convey same, that same is unencumbered, except as herein shown, and except for said encumbrance it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

Taxes for the year 2011 are prorated and payment is expressly assumed by the Grantee.

This conveyance is made subject to all Exceptions contained in Exhibit A, which is attached hereto and made a part hereof.

IN TESTIMONY WHEREOF, Witness the signature of the Grantor on this the day and year first above written.

C. M. GATTON TRUST

By: C. M. Gatton
C. M. Gatton, Trustee

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me personally appeared C. M. Gatton, Trustee of the C. M. Gatton Trust, to me known, or proved to me on the basis of satisfactory evidence, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same for the purposes herein contained.

Witness my hand and official seal, at office, on this the 18 day of February, 2011.

Frank Winston
Notary Public

My commission expires:
May 27, 2013

FRANK WINSTON
STATE OF TENNESSEE NOTARY PUBLIC
SULLIVAN COUNTY

Name & Address of Property Owner:
Bank of America N.A., Trustee
C.M. Gatton Grantor Retained
Annuity Trust #1 under Agreement
Dated February 26, 2009
P.O. Box 14111
Roanoke, VA 24038

Person or entity responsible for the payment of real property taxes:
Bank of America N.A., Trustee,
C.M. Gatton Grantor Retained
Annuity Trust #1 under Agreement
Dated February 26, 2009
P.O. Box 14111
Roanoke, VA 24038

The undersigned does hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 2,600,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

, MANAGING DIRECTOR

Sworn to and subscribed before me the 21st day of February, 2011.

My Comm. Expires: 12/31/2012

Cynthia M. Jordan
Notary Public

CYNTHIA M. JORDAN
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DEC. 31, 2012
COMMISSION # 293406

EXHIBIT "A"

1. As to Tract 1, subject to all easements and matters contained on Plat recorded in Plat Book 8250, Page 347, Register's Office for Davidson County, Tennessee.

2. As to Tract 1, subject to Restrictions of record in Book 7480, Page 265, as amended in Book 7537, Page 359, and in Book 8100, Page 76, Register's Office for Davidson County, Tennessee.

3. As to Tract 1, subject to Declarations of Permanent Building Restrictions of record in Book 7993, Page 619, as rerecorded in Book 7997, Page 774, Register's Office for Davidson County, Tennessee.

4. As to Tract 1, subject to Deed of Easement and Covenant Agreement by and between C. Hooper Development Company and the Armstrong Rubber Company of record in Book 7537, Page 380, Register's Office for Davidson County, Tennessee.

5. As to Tract 1, subject to an easement for water lines granted to Madison Suburban Water of record in Book 8231, Page 373, Register's Office for Davidson County, Tennessee.

6. As to Tract 1, subject to a Deed of Conveyance of Sewer Lines of record in Book 8486, Page 379, Register's Office for Davidson County, Tennessee.

7. As to both Tracts, subject to an easement for water lines granted to Madison Suburban Utility District, of record in Book 8316, Page 451, Register's Office for Davidson County, Tennessee.

8. As to Tract 2, subject to Restrictive Covenants contained in Book 7480, Page 965, and Book 8431, Page 12, Register's Office for Davidson County, Tennessee.

9. As to both Tracts, subject to any governmental zoning and subdivision ordinance or regulations in effect thereof.