BOX 10-A

BILL GARRETT, Davidson County
Trans:T20110081741 DEEDWARR
Recvd: 12/27/11 14:01 2 pgs
Fees:12.00 Taxes:0.00
20111227-0100959

PREPARED BY AND RETURN TO:
PREMIER ESCROW, LLC
4301 HILLSBORO RD., STE. 300
NASHVILLE, TN 37215

SUBLEASE AND CONVEYANCE OF CONDOMINIUM APARTMENT

ADDRESS OF NEW OWNER:	SEND TAX BILL TO:	MAP & PARCEL:
David Nicholas Tenpenny 1033 Draughon Avenue Nashville, TN 37204	NEW OWNER	Map 129-11-A Parcel 802.00 CO

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (10.00), cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned, **John M. Rothberg, Unmarried**, (the "Grantor"), has bargained, sold and leased, and by these presents does hereby transfer, convey and lease unto: **David Nicholas Tenpenny and wife, Penny S. Tenpenny** (the "Grantee"), her heirs and assigns, a certain Condominium Apartment in Davidson County, Tennessee, described as follows, to wit:

A certain condominium apartment in Davidson County, Tennessee, being Unit No. 108L created under Title 66, Chapter 27, Section 101, et seq., as amended, Tennessee Code Annotated, and as established by the Master Deed for The Cloister at St. Henry, Phase I-D, of record in Book 6933, page 927, as amended by instrument of record in Book 7404, page 766, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the common elements appurtenant to said Unit, as set forth in said Master Deed. Reference is hereby made to the Plat for The Cloister at St. Henry, Phase ID, attached as Exhibit B to said Master Deed for proper identification.

Being the same property conveyed to John M. Rothberg, Unmarried, by deed dated July 24, 2002 from Wilma L. Briggs of record in Instrument #20020725-0089344, Register's Office for Davidson County, Tennessee.

This conveyance and lease is subject to the following:

1. Provisions of Tennessee Code Annotated, Section 64-27-101, et seq.

2. The terms and conditions of Ground Lease by and between James D. Niedergeses, Bishop of the Diocese of Nashville and St. Henry's Property Development, Inc., dated August 31, 1982, of record in Book 6922, page 282, said Register's Office.

3. Easements for Sanitary Sewer and/or Storm Easement of record in Book 4191, Page 157 and Book 6862, page 384, Register's Office for Davidson County, Tennessee.

Nicholas A. Rothberg is executing this deed on behalf of John M. Rothberg pursuant to Power of Attorney of record in Instrument No. 20111215-0097861, said Register's Office.

4. The Master Deed and Bylaws contained instrument of record in Book 6933, page 927, as amended by instrument of record in Book 7404, page 766 Book 6042, page 650, as amended in Book 6519, page 187, Book 6675, page 173, Book 7590, page 273, and further amended in Instrument No. 20101228-0102374, said Register's Office.

5. Taxes for the year 2011 Map 129-11-0-A, Parcel 802.00.

6. The effect of any failure to comply with the terms, covenants and conditions of the sublease referred to herein.

This is improved property known as 802 Marquette Drive, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD the said condominium apartment, with the appurtenances, Estate, title and interest thereto belonging to the said Grantee, his, her or their heirs and assigns for the term of the Grantor's Ground Lease of record in Book 5961, page 657, Register's Office for Davidson County, Tennessee, and any extension thereof but not further.

Grantee understands that Grantor is not conveying the real estate in fee simple and this conveyance is both a sublease by Grantor to Grantee of the above described condominium apartment for the full term of Grantor's Ground Lease and any extension thereof, and a conveyance by Grantor of all right, title and interest of the Grantor in the described condominium apartment. By acceptance of this conveyance, Grantee agrees to jointly with The Cloister Owners' Association all obligations of the Grantor under Grantor's Ground Lease, including payment of all real estate taxes assessed against both land and buildings.

This is a transfer of a leasehold interest. Pursuant to Tennessee Code Annotated, Section 67-4-409(a)(2), no transfer tax is due or payable. Pursuant to Tennessee Code Annotated, Section 67-4-409(a)(5), no oath of value is required.

Nicholas A. Rothberg is executing this deed on behalf of John M. Rothberg pursuant to Power of Attorney of record in Instrument No. 20111215-0097861, said Register's Office.

WITNESS my hand this 15th day of December, 2011.

@ John M. Rothberg by Nicholas A. Rothberg, Attorney in Fact.

John M. Rothberg
By: Nicholas A. Rothberg, Attorney in Fact

STATE OF TENNESSEE
COUNTY OF DAVIDSON

On this 15th day of December, 2011, before me personally appeared Nicholas A. Rothberg, to me known to be the person who executed the foregoing instrument on behalf of John M. Rothberg and acknowledged that he executed the same as the free act and deed of John M. Rothberg.

WITNESS my hand this 15 day of December, 2011.

Notary Public

KEVIN D. MONTGOMERY STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 3, 2015