BILL GARRETT, Davidson County
Trans:T20120019552 DEEDWARRSP
Recvd: 03/19/12 11:06 8 pgs
Fees:43.00 Taxes:5180.00
20120319-0023029

# SPECIAL WARRANTY DEED

| Address New Owner: | Map-Parcel Numbers: | Send Tax Bills To: |
|---|---|---|
| Corporate Park Investment Partners<br>c/o Hugh W. Entrekin<br>315 Deaderick St. STE 1700<br>Nashville, Tennessee 37238 | Map 134, Parcel 307<br>Map 134, Parcel 225<br>Map 134, Parcel 308 | Corporate Park Investment Partners<br>c/o Hugh W. Entrekin<br>315 Deaderick St. STE 1700<br>Nashville, Tennessee 37238 |
| This instrument prepared by: Locke Lord LLP,<br>2200 Ross Avenue, Suite 2200, Dallas, Texas 75201 | | |

## SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION FOR THE REGISTERED HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-PWR18** (the "**Grantor**"), has bargained and sold, and by these presents transfers and conveys to **CORPORATE PARK INVESTMENT PARTNERS**, a Tennessee general partnership (the "**Grantee**"), Grantee's heirs, successors and assigns, the real property described in **Exhibit A**, attached hereto and incorporated herein by reference, including without limitation, all rights, easements and privileges appurtenant to said real property, all buildings, structures, fixtures and other improvements located on said real property, and all of Seller's interest, if any, in the land lying beneath the roads and rights-of-way adjoining the real property, (all of the foregoing being collectively referred to as the "**Property**").

STATE OF ~~TENNESSEE~~ NEW YORK
COUNTY OF ~~DAVIDSON~~ WESTCHESTER

The actual consideration or value, which is greater, for this transfer is $1,400,000.00

Affiant Troy R. Denbow

Subscribed and sworn to before me this 15TH day of March, 2012.

LAURA L. CURLEY
Notary Public - State of New York
No. 02CU6221073
Qualified in Westchester County
Commission Expires April 26, 2014

Notary Public
My Commission Expires: _____

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on **Exhibit B**, attached hereto and incorporated herein by reference (collectively, the "**Permitted Exceptions**"):

This is improved property commonly known as Corporate Park, 442 Metroplex Drive, Davidson County, Nashville, Tennessee 37211.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee, its successors and assigns, that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Exceptions.

Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise, except (i) claims arising under or by virtue of the Permitted Exceptions, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

BY ITS ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR SUBSTANCES. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND ACCEPTS THE PROPERTY AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION

PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS OTHER THAN AS SET FORTH IN THIS SPECIAL WARRANTY DEED; REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, Grantor has executed this Deed on the date set forth in the acknowledgement below to be effective as of the 15th day of March, 2012.

**GRANTOR:**

U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association for the registered holders of Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR18

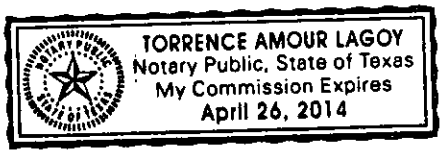
By: C-III Asset Management LLC (f/k/a Centerline Servicing Inc.), a Delaware limited liability company, in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated December 1, 2007

By: _____
Name: Steve English
Title: Servicing Officer

COUNTY OF DALLAS §
§
STATE OF TEXAS §

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Steve English, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Servicing Officer of C-III Asset Management LLC (f/k/a Centerline Servicing Inc.), a Delaware limited liability company, in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated December 1, 2007 of U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank Of America, National Association, successor by merger to LaSalle Bank National Association for the registered holders of Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2007-PWR18, and that he as such Servicing Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Grantor by himself as such officer of C-III Asset Management LLC solely in its capacity as Special Servicer.

WITNESS my hand seal at office this 13 day of March, 2012.




Notary Public

My Commission Expires:_____

# EXHIBIT A
# LEGAL DESCRIPTION

LOT 1

Being land in Nashville, First Civil District, Twenty-Seventh Councilmanic District, Davidson County, Tennessee, being generally located east of Interstate 24 and north of Harding Place also being Lot 1 as shown on the plan of Metroplex Section Fourteen of record in Plat Book 9700, Page 133, R.O.D.C. and being more particularly described as follows:

BEGINNING at an existing iron pin on the northerly right-of-way of Metroplex Drive and being the southeast property corner of First Industrial, L.P. of record in Book 10651, Page 934, R.O.D.C.;

THENCE, leaving said right-of-way with the east line of First Industrial, LP., the following calls:

N 02° 16' 00" E, 300.00 feet to an existing iron pin;
N 30° 53' 18" E, 131.98 feet to a point at the northwest corner of Lot 2, Metroplex Section Fourteen;

THENCE, leaving the east line of First Industrial, LP. with the north line of said Lot 2, S 60° 37' 11" E, 213.33 feet to an existing PK nail on the west line of Lot 1 Metroplex Section Thirteen of record in Plat Book 9700, Page 84, R.O.D.C.;

Thence, with the west line of Lot 1 Metroplex Section Thirteen the following calls:

S 19° 22' 05" W, 8.73 feet to an existing PK nail;
S 26° 14' 10" E, 54.69 feet to an existing PK nail;
S 05° 11' 06" E, 12.02 feet to an existing PK nail;
S 25° 35' 31" W, 206.74 feet to a point; S 01° 16' 38" E, 60.59 feet to an existing iron pin on the northerly right-of-way of Metroplex Drive

THENCE, with the said right-of-way of Metroplex Drive, N 87° 43' 49" W, 200.08 feet to the point of beginning.

Containing 86,816 square feet or 1.99 acres, more or less.

LOT 2

Being land in Nashville, First Civil District, Twenty-Seventh Councilmanic District, Davidson County, Tennessee, being generally located east of Interstate 24 and north of Harding Place, also being Lot 2 as shown on the plan of Metroplex Section Fourteen of record in Plat Book 9700, Page 133, R.O.D.C., and being more particularly described as follows:

BEGINNING, at a point on the southwesterly right-of-way of Antioch Pike and also being the southeast corner of Muharrem & Mustafa Demirhisar of record in Instrument No. 200609280120310, R.O.D.C.

THENCE, with said right-of-way along a curve to the left 167.06 feet, said curve having a radius of 2889.79 feet, a central angle of 03° 18' 45", a tangent of 83.56 feet and a chord of S 44° 29' 02" E, 167.04 feet to a point at the northwest property corner of lot three Metroplex Section Fourteen, of record in Plat Book 9700, Page 133, R.O.D.C.

THENCE with the northwesterly line of said lot 3, the following calls:

S 40° 48' 59" W, 67.81 feet to an existing P.K nail;
S 29° 30' 38" W, 195.32 feet to a point at the northwest corner of lot 1 Metroplex Section Thirteen of record in Plat Book 9700, Page 84, R.O.D.C.

THENCE, with said northwesterly line of lot 1 Metroplex Section Thirteen, the following calls:

S 29° 30' 38" W, 48.49 feet to an existing P.K. nail;
S 19° 22' 05" W, 16.30 feet to an existing P.K. nail at the northeast corner of lot 1 Metroplex Section Fourteen, in Plat

Book 9700, Page 133, R.O.D.C.

THENCE, with the north line of said lot 1 Metroplex Section Fourteen N 60° 37' 11" W, 213.33 feet to an existing iron rod on the southeasterly line of First Industrial, L.P. of record in Book 8042, page 743, R.O.D.C.

THENCE, with said southeasterly line of First Industrial, L.P. N 30° 53' 18" E, 159.78 feet to an existing iron pin at the southwest property corner of Muharrem & Mustafa Demirhisar of record in Instrument No. 200609280120310, R.O.D.C.

THENCE, with southeasterly line of Muharrem & Mustafa Demirhisar N 45° 04' 04" E, 221.26 feet to the point of beginning.

Containing 68,222 square feet or 1.57 acres more or less.

LOT 3

Being land in Nashville, First Civil District Twenty-Seventh Councilmanic District, Davidson County, Tennessee, being generally located east of Interstate 24 and north of Harding Place, also being Lot 3 as shown on the plan of Metroplex Section Fourteen of record in Plat Book 9700, Page 133, R.O.D.C. and being more particularly described as follows:

BEGINNING at an existing concrete monument on the southwesterly right-of-way of Antioch Pike and being the northwest property corner of Thomas E. Williams et ux of record in Book 8945, page 645, R.O.D.C.;

THENCE, leaving said southwesterly right-of-way with the northwesterly line of said Thomas E. Williams, et. ux. S 33° 47' 16" W, 226.15 feet to an existing iron pin on the northeasterly line of Lot 1 Metroplex Section Thirteen of record in Plat Book 9700, Page 84, R.O.D.C.;

THENCE, with the northeasterly line of said Lot 1 Metroplex Section Thirteen the following calls:

N 85° 40' 57" W, 27.40 feet to an existing PK nail;
N 53° 17' 14" W, 233.06 feet to an existing PK nail on the southeasterly line of Lot 2, Metroplex Section Fourteen of record in Plat Book 9700, Page 133, R.O.D.C.;

THENCE, with the southeasterly line of said Lot 2 the following calls:

N 29° 30' 38' E, 195.32 feet to the point;
N 40° 48' 59" E, 67.81 feet to a point on the southwesterly right-of-way of Antioch Pike;

THENCE, with said southwesterly right-of-way along a curve to the left 265.21 feet to the point of beginning, said curve having a radius of 2889.79 feet, a central angle of 05° 15' 30", a tangent of 132.70 feet and a chord of S 48° 46' 09" E, 265.12 feet.

Containing 65,828 square feet or 1.51 aces, more or less.

Being the same property conveyed to Big Office Properties LLC, a Delaware limited liability company by Special Warranty Deed dated November 12, 2007 from South Texas Paddock Park Operating Associates Limited Partnership, a New Mexico limited partnership as filed for record on November 16, 2007 in Instrument 20071116-0134493, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to U.S. Bank National Association, successor in interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association, as Trustee for the registered holders of Bear Stearns Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2 by Special Warranty Deed dated October 27, 2011 from Big Office Properties LLC, a Delaware limited liability company as filed for record on November 7, 2011 in Instrument 20111107-0087083, Register's Office for Davidson County, Tennessee.

## EXHIBIT B
## PERMITTED EXCEPTIONS

1. All general and special real property taxes and assessments not yet due and payable.

2. Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record, if any, including without limitation utility or municipal easements as presently installed.

3. The standard exceptions in the printed form of ALTA Standard Coverage Owner's Title Insurance Policy and any other exceptions or other matters contained or disclosed in the preliminary title report or commitment with respect to the Property.

4. Any laws, regulations, ordinances (including, but not limited to zoning, historic preservation, building and environmental) as to the use, occupancy, subdivision or improvement of the Property adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof, including but not limited to any disclosure and/or report required by ordinance.

5. Rights of existing tenants and/or occupants of the Property, if any.

6. Prior grants, reservations, exceptions or leases of coal, oil, gas or other minerals.

7. Any other matter for which the title insurance company, which insures Grantee's title to the Property, agrees to provide insurance at no additional cost to Grantee or to endorse over at Grantee's cost.

8. If improvements are completed after January 1 of any year the Property is subject to supplemental assessments for the year in which improvements are completed, as defined by Statute. The Property is also subject to taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq.

9. All matters as shown on the plat of record in Plat Book 9700, page 133, and Plat Book 9700, page 84, in the Register's Office for Davidson County, Tennessee.

10. Storm Water Detention Agreement of record in Book 6145, page 335, in the Register's Office of Davidson County, Tennessee.

11. Declaration of Covenants, Restrictions and Easements of record in Book 9964, page 288, In the Register's Office of Davidson County, Tennessee.

12. Any statement of facts an accurate survey and/or a personal inspection of the Property may disclose.

13. Lease dated September 28, 2001 between South Texas Paddock Park Operating Associates, L.P., as Lessor and the State of Tennessee, as of record in Instrument No. 20011005-0108930, Register's Office for Davidson County, Tennessee.