BILL GARRETT, Davidson County
Trans:T20120045965 DEEDWARRSP
Recvd: 06/21/12 12:51 4 pgs
Fees:23.00 Taxes:7215.00
20120621-0054546

ADDRESS NEW OWNER:	MAP/PARCEL	SEND TAX BILLS TO:
MCT California Avenue General Partnership 5901 California Avenue Nashville, Tennessee 37209	091-02-0-239	Same as New Owner
This instrument prepared by: Bradley Arant Boult Cummings LLP (BRS) 1600 Division Street, Suite 700, Nashville, TN 37203		

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, **AEES INC.**, a Delaware corporation (the "**Grantor**"), has bargained and sold, and by these presents does transfer and convey to **MCT CALIFORNIA AVENUE GENERAL PARTNERSHIP**, a Tennessee general partnership (the "**Grantee**"), Grantee's representatives, successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "**Property**").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those Permitted Encumbrances set forth on Exhibit B, attached hereto and incorporated herein by reference (the "**Permitted Encumbrances**").

This is improved property located at 5901 California Avenue, Nashville, Tennessee 37209.

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 that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,950,000.00.

Affiant

Subscribed and sworn to before me this 20th day of June, 2012.

Notary Public
My Commission Expires:_____

THERESA HOSTETLER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 3, 2015

persons whomsoever claiming by, through or under Grantor and not otherwise, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of this 20th day of June, 2012.

GRANTOR:

AEES INC.

By: _____
Name: Mike Moriarty
Its: Chief Financial Officer

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

Before me, the undersigned, MARIA POLLEINER, a Notary Public in and for the State and County aforesaid, personally appeared Mike Moriarty, 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 Chief Financial Officer of AEES Inc., the within named bargainor, a Delaware corporation, and that as such Chief Financial Officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Chief Financial Officer.

WITNESS my hand and seal at office this the 19 day of June, 2012.

_____
Notary Public

My Commission Expires: April 2, 2017

MARIA N. POLLEINER
Notary Public, State of Michigan
County of Macomb
My Commission Expires Apr. 02, 2017
Acting in the County of OAKLAND

Exhibit A
Property

Being a tract of land containing 7.64 acres, more or less, which tract is more particularly described as follows:

Beginning at a point in the southerly margin of California Avenue at the intersection of California Avenue and 60th Avenue North; thence with the southerly margin of California Avenue, south 52° 32' 23" east 232.41 feet to a point in the said southerly margin of California Avenue; thence south 0° 23' 40" 853.26 feet with the westerly margin of a railroad right-of-way which is further described as being the westerly margin of what was formerly known as 58th Street to a point; thence north 52° 32' 23" west 756.02 feet to a point in the easterly margin of 60th Avenue, North, which point is further described as being 400 feet north from the intersection of 60th Avenue North and Morrow Road; thence north 37° 27' 37" east 673.70 feet along the easterly margin of 60th Avenue North to the point of beginning.

Being the same property conveyed to PEP INDUSTRIES, INC., a Tennessee corporation, by deed from FIRST AMERICAN NATIONAL BANK OF NASHVILLE, a national banking association, of record as Book 6172, page 961, dated October 27, 1983, said Register's Office. PEP INDUSTRIES, INC. merged with and became ALCOA FUJIKURA LTD INC., a Delaware corporation, as evidenced by Articles of Merger of record as Book 6782, page 115, said Register's Office. ALCOA FUJIKURA LTD changed it's name to AEES INC., as evidenced by Certificate of Amendment of record as Instrument No. 20090311-0021931, said Register's Office.

Exhibit B
Permitted Encumbrances

1. Ad Valorem real estate taxes for the year 2012 and subsequent years for Map-Par. 091-02-0-239, a lien but not yet due and payable.

2. Unrecorded storm sewer easement as set out in deed of record as Book 6172, page 961, Register's Office for Davidson County, Tennessee.

3. Deed of Conveyance of record as Book 7225, page 255, said Register's Office.

4. Storm Water Detention Agreement of record as Book 7514, page 740, said Register's Office.