SPECIAL WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20120071932 DEEDWARRSP
Recvd: 09/24/12 15:44 9 pgs
Fees:48.00 Taxes:4255.00
20120924-0086769

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $1,150,000.00.

Subscribed and sworn to before me, this the 21st day of September, 2012.

Notary Public

My Commission Expires: _____

M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 4, 2013

THIS INSTRUMENT PREPARED BY
TrustLand Title & Escrow, LLC.
1720 West End Avenue, Suite 400, Nashville, TN 37203

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Distribuidora Limena, Inc. 1188 Antioch Pike Nashville, Tennessee 37211	134-00-0-113.00	New Owner

STATE OF TENNESSEE)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DAVIDSON)

This Indenture, made as of the date set forth below, between **VASTLAND DEVELOPMENT PARTNERSHIP,** a Tennessee general partnership (referred to hereinafter as "Grantor"), and **DISTRIBUIDORA LIMENA, INC.,** a Tennessee corporation (referred to hereinafter as "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby bargains and sells and does hereby transfer and convey unto and Grantee's successors and assigns, (a) that certain land located in Davidson County, Tennessee, as further described in **Exhibit "A"**, attached and incorporated by reference and being commonly known as improved property located at 1188 Antioch Pike, Nashville, Tennessee 37211; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to the **"Subject Property".**

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) all matters of record including those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting ad affect the Subject Property (the "**Permitted Exceptions**"), and (c) taxes for the year 2013.

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATS AND DISCLAIMS AND REPRESENNTATION WARRANTIES, PROMISES, COVENANTS, AGREEMENT OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONVERNING, OR WITH RESPECTS TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJEFCT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDINNG COMPLIANCE OF THE SUBJECT PROPERTY WITH ANY ENVIROMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIROMENTAL PROTECTION AGENCY REGULATIONS AT C.F.R., PART 261, OR THE DOSPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OR ANNY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIROMENAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATION PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLEY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGED AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECTS TO THE SUBJECT 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.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and

assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantee in lawfully seized in fee simple of the aforesaid premises, that the same is free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 2013, which are assumed by the Grantee), that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warranty and forever defend, all and singular, the Subject Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 21st day of September, 2012.

VASTLAND DEVELOPMENT PARTNERSHIP,
a Tennessee general partnership

(Grantor)

By: _____

Name: Mack H. McClung

Title: General Partner

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

DISTRIBUIDORA LIMENA, INC.,
a Tennessee corporation

(Grantee)

By: _____

Name: Mercri Villatoro

Title: VP

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Mack H. McClung, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a **General Partner** of **Vastland Development Partnership**, a Tennessee general partnership, and that he as such **General Partner** being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of **Vastland Development Partnership** by himself as such authorized **General Partner**.

Witness my hand and seal, at office in Nashville, Tennessee, this 21st day of September, 2012.

Notary Public

My commission expires:

C. M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 4, 2013

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Merari E. Villatoro** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be a **Vice President** of **Distribuidora Limena, Inc.**, a Tennessee corporation, and that she as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of **Distribuidora Limena, Inc.**, by herself as such authorized **Vice President**.

Witness my hand and seal, at office in Nashville, Tennessee, this 21st day of September, 2012.

Notary Public

My commission expires:

C. M. CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 4, 2013

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1:

LAND IN DAVIDSON COUNTY, TENNESSEE DESCRIBED AS FOLLOWS:

BEING IN THE 5TH, FORMERLY THE 7TH, CIVIL DISTRICT OF SAID DAVIDSON COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE NASHVILLE, CHATTANOOGA AND ST. LOUIS RAILWAY RIGHT-OF-WAY 250 FEET NORTHWARDLY FROM THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO W. L. TOMBERLAIN AND WIFE, AZELEA TOMBERLAIN BY DEED OF W. J. B. REASONOVER AND WIFE, OF RECORD IN BOOK 1315, PAGE 163, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE WITH THE CENTER LINE OF SAID RIGHT-OF-WAY SOUTH 57 DEG. EAST 125 FEET TO THE NORTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO PETER K. FERGUSON, JR., AND WIFE, LOUISE W. FERGUSON, BY DEED OF W. L. TOMBERLAIN AND WIFE, DATED MARCH 11TH, 1946 AND OF RECORD IN BOOK 1368, PAGE 243, SAID REGISTER'S OFFICE; THENCE WITH SAID FERGUSON'S LINE SOUTH 37-1/4 DEG. WEST 511.5 FEET, MORE OR LESS, TO THE CENTER LINE OF THE MILL CREEK VALLEY PIKE, SAID FERGUSON'S NORTHWEST CORNER; THENCE WITH THE CENTER LINE OF SAID PIKE NORTH 47 DEG. WEST 125 FEET TO A POINT; THENCE NORTH 37-1/4 DEG. EAST AND PARALLEL TO SAID FERGUSON'S NORTHERLY LINE 511.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT 2:

BEING IN THE 5TH, FORMERLY THE 7TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND BEING DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT IN THE CENTER OF THE NASHVILLE, CHATTANOOGA AND ST. LOUIS RAILWAY RIGHT-OF-WAY 350 FEET NORTHWARDLY FROM THE SOUTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED TO W. L. TOMBERLAIN AND WIFE, AZALEA TOMBERLAIN, BY DEED OF W. J. B. REASONOVER AND WIFE, OF RECORD IN BOOK 1315, PAGE 163, REGISTER'S OFFICE FOR SAID DAVIDSON COUNTY, TENNESSEE; THENCE WITH THE CENTER OF THE SAID RIGHT-OF-WAY SOUTH 57 DEG. EAST 100 FEET TO THE NORTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED TO ROBERT BROWN BURNETTE AND WIFE, LYDIA HELEN BURNETTE, BY DEED OF W. L. TOMBERLAIN AND WIFE, OF RECORD IN BOOK 1385, PAGE 397, SAID REGISTER'S OFFICE; THENCE WITH SAID BURNETTE'S NORTHERLY LINE SOUTH 37-1/4 DEG. WEST 511.5 FEET, MORE OR LESS, TO THE CENTER LINE OF THE MILL CREEK VALLEY PIKE, SAID BURNETTE'S NORTHWESTERLY CORNER; THENCE WITH THE CENTER LINE OF SAID PIKE NORTH 47 DEG. WEST 100 FEET TO A POINT; THENCE NORTH 37-1/4 DEG. EAST AND PARALLEL TO SAID BURNETTE'S NORTHERLY LINE 511.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

BEING LAND IN THE 5TH, FORMERLY THE 7TH, CIVIL DISTRICT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF THE NASHVILLE, CHATTANOOGA AND ST. LOUIS RAILWAY RIGHT-OF-WAY, 350 FEET NORTHWARDLY FROM THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO W. L. TOMBERLAIN AND WIFE, AZALEA TOMBERLAIN, BY DEED FROM J. B. REASONOVER AND WIFE, OF RECORD IN BOOK 1315, PAGE 163, REGISTER'S OFFICE FOR SAID COUNTY; THENCE WITH THE CENTER LINE OF SAID RIGHT-OF-WAY, SOUTH 57 DEG. 50 FEET TO A POINT; SAID POINT BEING 50 FEET NORTH FROM THE NORTHEAST CORNER OF A TRACT OF LAND

CONVEYED TO ROBERT BROWN BURNETTE AND WIFE, LYDIA HELEN BURNETTE, BY DEED FROM W. L. TOMBERLAIN AND WIFE, OF RECORD IN BOOK 1385, PAGE 397, SAID REGISTER'S OFFICE; THENCE PARALLEL WITH SAID BURNETTE'S NORTHERLY LINE, SOUTH 37-1/4 DEG. WEST 511.5 FEET, MORE OR LESS, TO THE CENTER LINE OF THE MILL CREEK VALLEY PIKE TO A POINT 50 FEET NORTH OF SAID BURNETTE'S NORTHWEST CORNER; THENCE WITH THE CENTER LINE OF PIKE, NORTH 47 DEG. WEST 50 FEET TO A POINT; THENCE NORTH 37-1/4 DEG. EAST 511.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM IS THE FOLLOWING DESCRIBED PROPERTY AS CONVEYED IN BOOK 2929, PAGE 269, SAID REGISTER'S OFFICE.

BEGINNING AT THE JUNCTION OF M. K. CLOPTON'S SOUTHEAST BOUNDARY WITH THE RIGHT-OF-WAY LINE OF THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY, SAID RIGHT-OF-WAY LYING SOUTH OF, PARALLEL WITH AND 100 FEET DISTANT FROM THE CENTER LINE OF MAIN TRACT; THENCE IN A SOUTHWESTERLY DIRECTION WITH SAID SOUTHEAST BOUNDARY 80 FEET, TO A POINT; THENCE IN A NORTHWESTERLY DIRECTION ON A STRAIGHT LINE 51 FEET TO A POINT IN THE NORTHWESTERLY BOUNDARY OF THE SAID M. K. CLOPTON; THENCE IN A NORTHEASTERLY DIRECTION WITH THE SAID NORTHWESTERLY BOUNDARY 95 FEET TO A POINT IN SAID RIGHT-OF-WAY LINE; THENCE IN AN EASTERLY DIRECTION WITH SAID RIGHT-OF-WAY LINE 50 FEET TO THE POINT OF BEGINNING, CONTAINING 4,375 SQUARE FEET.

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED FROM TGH PARTNERSHIP, A TENNESSEE GENERAL PARTNERSHIP TO VASTLAND DEVELOPMENT, LLC AS RECORDED ON THE 2ND DAY OF OCTOBER, 1998 IN BOOK 11139, PAGE 680 AND CERTIFICATE OF MERGER INTO VASTLAND DEVELOPMENT PARTNERSHIP, A TENNESSEE GENERAL PARTNERSHIP, AS RECORDED ON THE 10TH DAY OF DECEMBER, 2002 IN INSTRUMENT NO. 20021210-0151966, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Property taxes for the 2013, a lien, which are not yet due and payable for Tax Parcel No. 134-00-0-113.00.

2. Taxes and/or assessments levied or assessed against the subject property pursuant to the provisions of Tenn. Code Ann §§ 67-5-603 *et seq.*, which have not been assessed and are not payable.

3. Chartered right-of-way of Nashville, Chattanooga and St. Louis Railway.

4. Right-of-way of Antioch Pike (formerly Mill Creek Valley Road).

5. Easement for overflow as a result of conduits, underpasses and embankments on railroad right-of-way to Nashville, Chattanooga and St. Louis Railway of record in Book 270, page 151, Register's Office for Davidson County, Tennessee.

6. Right-of-way for side track or branch line to Nashville, Chattanooga and St. Louis Railway, of record in Rule No. 8586, Circuit Court, Davidson County, Tennessee.

7. Reciprocal Access and Cross Parking Easement, recorded in Book 10798, page 725, Register's Office for Davidson County, Tennessee.

8. Order granting a telecommunications easement to Qwest Communications International, Inc., of record in Instrument No. 20120228-0017172, Register's Office for Davidson County, Tennessee.