THIS INSTRUMENT PREPARED BY:
JOHN T. COOK, ESQ.
2927 Berry Hill Drive
Nashville, Tennessee 37204

Davidson County DEEDWARR
Recvd: 11/08/12 13:04 5 pgs
Fees:28.00 Taxes:1517.00
20121108-0103312

ADDRESS NEW OWNER AS FOLLOWS: SEND TAX BILLS TO: MAP-PARCEL NOS.

Corporate Properties
2605 Fessey Park Road
Nashville, TN 37204

New Owner

Map 118-03-0, Parcel 093.00

WARRANTY DEED

For and in consideration of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named Grantees, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, ERBAN COMMERCIAL REALTY, L.P., a Tennessee limited partnership, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey unto CORPORATE PROPERTIES, a Tennessee general partnership, hereinafter called the Grantee, its successors and assigns, certain land in Davidson County, State of Tennessee, described as follows, to-wit:

Being a tract of land lying in the 29th Councilmanic District, Davidson County, Tennessee, as surveyed by Southern Land & Assoc., Inc., dated August 26, 1975 and more particularly described as follows:

Beginning at an iron pin in the West line of Fessey Park Road as shown on the master plan of the boundary survey for Ernest Buchi of Berry Hill Industrial Park as surveyed by Southern Land & Assoc., Inc., dated August 26, 1975, thence, leaving the West line of Fessey Park Road along the South line of this described tract South 86° 35' 14" West, a distance of 433.33 feet to an iron pin located in the East right of way of the Louisville and Nashville Railroad; thence, with said right of way of North 23° 42' 23" East a distance of 148.39 feet to an iron pin; said point being the Southwest corner of Tract "C" and the Northwest corner of this described tract; thence leaving the East right-of-way along the South line of Tract "C" North 86° 35' 13" East a distance of 365.68 feet to an iron pin located on the West line of Fessey Park Road, the Southeast corner of Tract "C" and the Northeast corner of this described tract; thence along said West line of Fessey Park Road South 03° 24' 47" East a distance of 132.08 feet to the point of beginning, containing 1.21 acres, more or less.

Together with a non-exclusive easement for ingress and egress described as follows:

Beginning at an iron pin in the northerly margin of Berry Road, said point being located South 72° 06' 20" West a distance of 169.73 feet from the Southwest corner of the Bransford House Apartments property, of record in Book 4750, Page 175, Register's Office for Davidson County, Tennessee, thence following the easterly margin of the said road around a curve to the right (Radius = 25 feet) 45.59 feet to an iron pin; thence following the easterly margin of Fessey Park Road, North 3° 24' 47" West a distance of 698.59 feet to an iron pin; thence along the southerly margin of Fessey Park Road North 86° 35' 13" East a distance of 180 feet to an iron pin; thence North 3° 24' 47" West a distance of 50 feet to a point in the northerly margin of said Road; thence South 86° 35' 13" West a distance of 252.98 feet along the northerly margin of said road to an iron pin; thence South 3° 24' 47" East a distance of 727.15 feet along the westerly margin of said Fessey Park Road to an iron pin; thence curving southeasterly (Radius = 25 feet) 20.58 feet to another iron pin; thence South 3° 24' 47" East a distance of 31 feet to a point in the northerly margin of Berry Road, said point being the intersection of the westerly margin of said Fessey Park Road with Berry Road; thence North 72° 06' 20" East, a distance of 88.05 feet to the POINT OF BEGINNING.

Being part of the same property conveyed to Erban Commercial Realty, L.P. by deed from E.R. Buchi, Sr. Successor Trustee of record in Book 11273, Page 239, Register's Office for Davidson County, Tennessee.

This conveyance is subject to, and the Grantor expressly retains, a non-exclusive easement for ingress and egress over the property conveyed for the existing path of Fessey Park Road where the same crosses the subject property. The Grantee acknowledges that Grantor and certain third parties have, and shall retain, the right to cross the property for travel up and down Fessey Park Road which is a private road and/or easement.

As part of this transaction, Grantee gives Grantor permanent rights to the use of, repair of, and control of Fessey Park Road where it crosses over the Property. Grantee has agreed to and will allow the road to remain where it is currently without requiring the road to be moved or requiring any financial compensation from Grantor in traversing or crossing the Property. Grantor may not infringe the road any farther upon the Property, but Grantee has agreed to and is agreeable to the condition that the road may remain as it is currently routed as of the date of this conveyance, even though such location is, or may be, inconsistent with previous descriptions of such private easement location. Grantee is also agreeable to joining a Fessey Park Road association to maintain the road if Grantor is able to obtain the cooperation and membership in a road association of the majority of the other owners along Fessey Park Road.

Nothing herein shall eliminate the Grantee's obligation to contribute to the cost of maintenance of the private road easement, as it exists under Tennessee law. Each party to this deed acknowledges that the parties have not crafted a definitive written

agreement regarding the allocation of maintenance costs for the private road easement, and therefore such costs shall be allocated in accordance with Tennessee law, subject to adjustment or modification by a subsequent agreement for a new or different allocation of such costs.

This is improved property known as 2605 Fessey Park Road, Nashville, TN 37204.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; and Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered except for those matters listed on Exhibit "A" attached hereto; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 5th day of November, 2012.

ERBAN COMMERCIAL REALTY, L.P.
a Tennessee limited partnership

By: Buchi, Inc., a Tennessee corporation
Its General Partner

By: Sharon B. Tillman Pres.
Sharon B. Tillman, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public, within and for the State and County aforesaid, personally appeared Sharon B. Tillman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President of BUCHI, INC., a Tennessee corporation (the "Corporation"), and who further acknowledged the Corporation to be the General Partner of the ERBAN COMMERCIAL REALTY, L.P., the within named bargainor, a Tennessee limited partnership, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing for and in behalf of the Corporation as General Partner of the said limited partnership.

Witness my hand and official seal at office at Nashville, Tennessee, on this 5th day of November, 2012.

Notary Public
My Commission Expires: 2/24/13

JOHN T. COOK
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 410,000 ~.

Affiant

Subscribed and sworn to before me this
5th day of November, 2012.

ANDREW H. MALONEY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Notary Public
My commission expires: 8/19/14

Exhibit "A"

1. Taxes for the year 2013 and subsequent years, not yet due and payable.

2. Subject to an Ingress and Egress Easement for Fessey Park Road.

3. Subject to Right of Way to Tennessee Electric Power Co., of record in Book 1072, Page 62, Register's Office for Davidson County, Tennessee.

4. Subject to Grant of Transmission Line Easements in Book 1196, Page 58 and Book 1198, Page 78, said Register's Office.

5. Subject to a Perpetual Easement and Right Of Way to the United States of America of record in Book 1181, Page 633, said Register's Office.

6. Subject to all matters shown on the Plan of TVA in Book 1205, Page 51, said Register's Office.

7. Subject to Easement to the City of Nashville for the use and benefit of the Electric Power Board of record in Book 1731, Page 238, said Register's Office.

8. Easements for all utilities, sewer lines, water lines, gas lines, power lines, telephone and telegraph lines; and of private roads or highways of tenants of parts of the land being conveyed; and the right of the general public in and to the use of said roads, together with easements for railroad spur tracks that may exist within the boundaries of the property being conveyed as stated in the Deed of record in Book 4077, Page 991, said Register's Office.

I, Andy Maloney, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of TN
County of Davidson

Personally appeared before me, Hal Wilson, a notary public for this county and state, Andy Maloney, who acknowledges that this certificate of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My commission expires: 7/6/15

HAL E. WILSON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY