This instrument prepared by and return to

Philip B. Whitaker, Jr.
Baker, Donelson Bearman, Caldwell & Berkowitz, P.C.
633 Chestnut Street, Suite 1800
Chattanooga, Tennessee 37450
(423) 756-2010

STATE OF Alabama)
COUNTY OF Jefferson)

The actual consideration or value, whichever is greater, for this transfer is: $460,000

Affiant

Subscribed and sworn to before me, this 15 day of November, 2012

Notary Public
My Commission Expires MY COMMISSION EXPIRES APRIL 12, 2015

Davidson County DEEDWARRSP
Recvd: 11/16/12 16:07 6 pgs
Fees:33.00 Taxes:1702.00
20121116-0106163

New owner's address:	Send tax bills to:	Map parcel no.:
Madison Due West LLC 5544 Franklin Road, Suite 200 Franklin, Tennessee 37220 Attn: Jim Lebberes	[same]	051-08-0-218.00

SPECIAL WARRANTY DEED

THIS INDENTURE made this 16th day of November, 2012, between PROTECTIVE LIFE INSURANCE COMPANY, a Tennessee corporation ("***Grantor***"), and MADISON DUE WEST LLC, a Tennessee limited liability company ("***Grantee***"):

WITNESSETH:

THAT SAID 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 said Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Grantee, the real property bounded and described on Exhibit A hereto, with the hereditaments and appurtenances thereto appertaining, and all covenants and warranties running in favor of the Grantor relating to the said property; TO HAVE AND TO HOLD the same unto the Grantee, his, her or its heirs, successors and assigns forever.

AND said Grantor, for itself and its successors and assigns, does hereby covenant with said Grantee, his, her or its heirs, successors and assigns, that it is lawfully seized of the property above conveyed and has full power, authority and right to convey the same, that said property is free from all encumbrances except taxes for the year 2012, which shall be prorated as of the date of closing and which Grantee assumes and agrees to pay, and except for and subject to the following matters:

(i) zoning, building, and subdivision laws, ordinances, rules and regulations;

(ii) utility easements;

(iii) matters which would be shown by a true and accurate survey of the Property;

(iv) encumbrances, easements or encroachments or other matters of record or discernible from a visual inspection or survey of the Property; and

(v) those matters listed on Exhibit B hereto.

Grantor will forever warrant and defend the title to said property to the Grantee, his, her or its heirs, successors and assigns, against the lawful claims of all persons claiming the same from through or under the Grantor, but not otherwise.

Whenever in this instrument a pronoun is used, it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

Grantor and Grantee acknowledge that this deed was prepared from information furnished by them. No title examination has been made by the preparer or Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, and neither the preparer nor Baker, Donelson, Bearman, Caldwell & Berkowitz, PC shall have any liability for the status of title to the property described herein or the accuracy of any information contained herein.

[Signature and acknowledgement appear on following page.]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed and its name to be signed hereto by its duly authorized officer the day and year first above written.

PROTECTIVE LIFE INSURANCE COMPANY

By: _____
Its: Vice President

STATE OF Alabama
COUNTY OF Jefferson

Before me, Linda L. Martin a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Charles Windham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Vice President of PROTECTIVE LIFE INSURANCE COMPANY, the within-named bargainor, a Tennessee corporation, and that he/she, as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such Vice President.

WITNESS my hand and seal at office on this the 15 day of November, 2012.

Linda L. Martin
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES APRIL 12, 2015



C PBW 625055 v 2
2612565-000045

EXHIBIT A

(Legal Description)

TRACT NO. I

Being a tract of land lying in Nashville, Davidson County, Tennessee, also being Lot 2 on the subdivision of Due West Shopping Center, of record in Plat Book 7900, page 609, Register's Office for Davidson County, Tennessee, and being more particularly described according to a survey by R. Scott Cherry, T.L.S. No. 1512, dated March 28, 2002, last revised May 8, 2002, as follows:

Beginning at an existing iron rod at the intersection of the northerly right of way line of Due West, 60 feet in width and the easterly right of way line of CSX Transportation Railroad, 85 feet in width;

Thence leaving the northerly right of way line of Due West Avenue, with the easterly right of way line of CSX Transportation Railroad, North 21° 24' 37" East, 331.37 feet to an existing iron rod at a corner common with the property of MRW Retail Joint Venture of record as Instrument No. 20010802-0082482, Register's Office for Davidson County, Tennessee, also being Lot 1 of said subdivision of Due West Shopping Center.

Thence leaving the Easterly right of way line of CSX Transportation Railroad, with the southerly property line of said MRW Retail Joint Venture, South 64° 44' 26" East, 347.60 feet to an existing "PK" Nail in the Easterly property line of said MRW Retail Joint Venture;

Thence with the easterly property line of said MRW Retail Joint Venture, North 25° 19' 59" East, 254.64 feet to an existing "PK" nail in the westerly property line of Rabon W. Johnson and Gary A. Toliver, of record in Book 9266, page 456, Register's Office for Davidson County, Tennessee.

Thence with the westerly property line of Rabon W. Johnson and Gary A. Toliver, also with the westerly property line of Lot 2 of Yates Motor Co., Inc. property subdivision of record in Book 4660, page 130, Register's Office for Davidson County, Tennessee, being the property of Yates Motor Co., Inc., of record in Book 1878, page 93, Register's Office for Davison County, Tennessee, South 22° 42' 20" West, 371.00 feet to an existing iron rod in the northerly right of way line of said Due West Avenue;

Thence with the northerly right of way line of Due West Avenue, North 85° 09' 00" West, 494.75 feet to the point of beginning, containing 139,128 square feet or 3.194 acres more or less.

TRACT NO. II

The easements and other rights set forth in and created by that certain Deed of Declaration of record in Book 9116, page 593, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Seller by Special Warranty Deed dated April 25, 2011 from Liberty Life Insurance Company, of record as Instrument No. 20110614-0045566, said Register's Office.

EXHIBIT B

(Additional Title Exceptions)

1. Matters shown on the Plan of record in Plat Book 7900, page 609, in the Register's Office for Davidson County, Tennessee.

2. Title to that portion of the premises, if any, embraced within the charter right-of-way of CSX Railroad.

3. Easements of record in Book 4255, page 490, said Register's Office.

4. Easements of record in Book 5368, page 988, said Register's Office. (Tract No. II)

5. Exception to Easement of record in Book 5337, page 600, said Register's Office. (Tract No. II)

6. Easements to Davidson County of record in Book 3429, page 88, said Register's Office. (Tract No. II)

7. Easements for ingress and egress of record in Book 3308, page 19, said Register's Office. (Tract No. II)

8. Deed of Declaration of record in Book 9116, page 593, said Register's Office.

9. Reciprocal Ingress, Egress and Parking Easement Agreement appearing as Instrument No. 20010802-0082479, Register's Office for Davidson County, Tennessee as amended in Amendment to Reciprocal Ingress, Egress and Parking Easement Agreement appearing as Instrument No. 20010802-0082480, said Register's Office.

10. Reciprocal Easement Agreement between MRW Retail Joint Venture and Lebberes Realty Corp. recorded as Instrument No. 20040922-0114044, said Register's Office.

11. Memorandum of Lease of record in Instrument No. 200405100053255, said Register's Office.

True Copy Certification

I, William L. Rosenberg, 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 therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Pamela G. Nash, a notary public for this county and state, William L. Rosenberg, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires:

Notary Seal:

