BILL GARRETT, Davidson County
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Fees:23.00 Taxes:12210.00
20130610-0058929

SPECIAL WARRANTY DEED

TO:	CMP Realty Company, LLC, a Delaware limited liability company	This instrument was prepared by: C. Mark Carver, Esq. Sherrard & Roe, PLC
FROM:	Melrose Center Shops, LLC a Tennessee limited liability company	150 3rd Avenue South, Suite 1100 Nashville, TN 37201

Address New Owner(s) as Follows:	Send Tax Bills To:	Map/Parcel Numbers
CMP Realty Company, LLC 2 Missionary Drive Brentwood, TN 37027	Same	118-2-287 and 118-6-163

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $3,300,000.00.

Affiant

Sworn to and subscribed before me, this 7 day of June, 2013.

Notary Public

My Commission Expires: 5-5-15

BRENDA REYNOLDS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid to hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Melrose Center Shops, LLC, a Tennessee limited liability company** (the "Seller") by these presents does transfer, sell and convey unto **CMP Realty Company, LLC, a Delaware limited liability company** (the "Buyer"), and Buyer's successors and assigns, all of Seller's interest in a certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

The above-referenced property is conveyed subject to all matters set forth on Exhibit B attached hereto and incorporated herein by reference.

This improved property located at 816 Gale Lane and 2613 Franklin Pike, Nashville, Davidson County, Tennessee 37204.

Seller further covenants and binds Seller, its representatives, successors and assigns to warrant and forever defend the title to said real estate to Buyer, and Buyer's successors and assigns, against the lawful claims of all persons claiming by, through or under Seller, but not otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Seller has caused this Special Warranty Deed to be executed effective as of the 6th day of June, 2013.

SELLER: **Melrose Center Shops, LLC,**
a Tennessee limited liability company

By: _____
Timothy H. Lehning, President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Traci Bruce, a Notary Public in and for the County and State aforesaid, personally appeared Timothy H. Lehning of Melrose Center Shops, LLC, 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 President of Melrose Center Shops, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such President of the limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as President.

Witness my hand and seal at office in Nashville, Tennessee, this 6th day of June, 2013.

Traci Bruce
Notary Public

My Commission Expires: _____

TRACI BRUCE STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Traci Bruce
My Commission Expires
March 3, 2014
STATE OF TENNESSEE

EXHIBIT A

PROPERTY DESCRIPTION

The land referred to herein is situated in the County of Davidson, State of Tennessee, and described as follows:

Land in Davidson County, Tennessee, being Lot(s) 6 & 8, as shown on the map entitled Boundary and Subdivision Plat of Melrose Shopping Center, of record in Book 7900, Page 657, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to MELROSE CENTER SHOPS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by deed from LAND TRUST CORPORATION, A TENNESSEE CORPORATION, of record in Book 10536, Page 339, dated July 16, 1997, said Register's Office

TOGETHER WITH those easements rights arising under that certain Reciprocal Easement Agreement by and between The Kroger Co., an Ohio corporation and Land Trust Corp., a Tennessee corporation, dated January 31, 1994, of record in Book 9237, Page 452, amended by that certain First Amendment to Reciprocal Easement Agreement by and between Kroger Limited Partnership I, an Ohio limited partnership and Melrose Center Shops, LLC, a Tennessee limited liability company, dated March 15, 2000, of record in Instrument No. 20000317-0027643, said Register's Office.

TOGETHER WITH those easements rights arising under that certain Drainage, Detention, Access Road and Sign Agreement by and between The Kroger Co., an Ohio corporation, Land Trust Corp., a Tennessee corporation and M. Carl Talley, James W. Cates, Jr., William D. Cates and Margaret Cates, dated January 31, 1994, of record in Book 9237, Page 382, said Register's Office.

EXHIBIT B

1. Taxes for the year of 2013 a lien, but not yet due and payable.

2. Matters shown on the Plan of record in Book 7900, Page 657, Register's Office for Davidson County, Tennessee.

3. Drainage, Detention, Access Road and Sign Agreement of record in Book 9237, Page 382, said Register's Office.

4. Site Development Agreement of record in Book 9237, Page 425, said Register's Office.

5. Reciprocal Easement Agreement of record in Book 9237, Page 452, amended in Instrument No. 20000317-0027643, said Register's Office.

6. Reserve Easement and Restrictions Agreement of record in Book 9237, Page 495, said Register's Office.

7. Assumption and Release Agreement of record as Instrument Number 20130610-0058930, said Register's Office, pertaining to the following instruments:

Deed of Trust executed by Melrose Center Shops, LLC, a Tennessee limited liability company to C. Mark Carver, Trustee, of record in Instrument No. 20070618-0072822, said Register's Office, dated June 14, 2007, to secure to Morgan Stanley Mortgage Capital, Inc., a New York corporation an indebtedness in the amount of $2,515,000.00, and any other sums which may be and become payable under the terms thereof, including, but not limited to, principal interest and service fee.

The Deed of Trust was assigned to LaSalle Bank National Association as Trustee for the Holders of Morgan Stanley Capital I, Inc. Commercial Mortgage Pass-Through Certificates, Series 2007-IQ16, of record in Instrument No. 20080314-0025858, said Register's Office.

Assignment of Leases and Rents of record in Instrument No. 20070618-0072823, said Register's Office.

Assignment of Assignment of Leases and Rents to LaSalle Bank National Association as Trustee for the Holders of Morgan Stanley Capital I, Inc. Commercial Mortgage Pass-Through Certificates, Series 2007-IQ16 of record in Instrument No. 20080314-0025859, said Register's Office.