FROM: PARMENTER NCC II, LLC

TO: TERRA FUNDING – NCC, LLC

Davidson County DEEDWARRSP
Recvd: 11/05/13 10:26 6 pgs
Fees:33.00 Taxes:16280.00
20131105-0114695

Address New Owner as follows:	Send Tax Bills to:	Tax-Parcel No.
The Shidler Group	Same	
Davis Pacific Center		Map 93-6-1
841 Bishop Street, Suite 1700		Parcel 132
Honolulu, Hawaii 96813		
Attention: Kimberly F. Aquino		

THIS INSTRUMENT PREPARED BY: Akerman Senterfitt, 350 East Las Olas Boulevard, Suite 1600, Ft. Lauderdale, Florida 33301

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $4,400,000.

Affiant

Subscribed and sworn to before me, this the 10th day of October, 2013.

Notary Public

My Comm. Expires:

CHERYL R. COTLER
MY COMMISSION # DD 920140
EXPIRES: December 17, 2013
Bonded Thru Notary Public Underwriters

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, PARMENTER NCC II, LLC, a Delaware limited liability company, hereinafter called "**GRANTOR**", has bargained and sold, and by these presents does transfer and convey unto TERRA FUNDING – NCC, LLC, a Delaware limited liability company, hereinafter called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

See **Exhibit "A,"** attached hereto and made a part hereof.

Together with all hereditaments, privileges, tenements and appurtenances belonging to the real estate; all right, title, and interest of Grantor in and to all open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores and rights-of-way in, on, across, in front of, contiguous to, abutting, or adjoining the real estate.

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth in **Exhibit "B,"** attached hereto and made a part hereof.

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 further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under GRANTOR (other than claims arising out of the matters set forth above), but not further or 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.

This Special Warranty Deed conveys solely GRANTOR's fee interest in the land described in Exhibit "A" and specifically excludes GRANTOR's fee interest in all structures, buildings, improvements, and fixtures located on the land. At GRANTEE's request, GRANTOR's fee interest in all structures, buildings, improvements, and fixtures located on the land is being conveyed to 511 Union Nashville, LLC, a Delaware limited liability company, by a Special Warranty Deed executed and delivered by GRANTOR simultaneously with the execution and delivery of this Special Warranty Deed.

[signature and acknowledgment on next page]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the 31st day of October, 2013.

WITNESSES:

Elissa Weiss
Print Name: Elissa Weiss

Andrew J. Wamsley
Print Name: Andrew J. Wamsley

PARMENTER NCC II, LLC, a Delaware limited liability company

By: _____
Name: John Davidson
Its: Vice President

STATE OF Florida)
)ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 10 day of October, 2013 by John Davidson, as Vice President of PARMENTER NCC II, LLC, a Delaware limited liability company, on behalf of the limited liability company. He/She is personally known to me or produced a valid driver's license as identification.

Notary Public
Print name: _____
My commission expires:

CHERYL R. COTLER
MY COMMISSION # DD 920140
EXPIRES: December 17, 2013
Bonded Thru Notary Public Underwriters

Ex A

Land lying and being in the 6th Councilmanic District of Davidson County, Tennessee, being Lot No. 2 on the Final Plat Nashville City Center, Revision 2, Resubdivision of Lots 1 and 2, of record in Instrument No. 200903020017941, in the Register's Office for Davidson County, to which plat reference is hereby made for a more complete description; except therefrom, all buildings and improvements situated on the aforementioned land, which buildings and improvements are and shall remain real property.

Said Lot 2 being the same property conveyed to Parmenter NCC II, LLC from The Nashville City Center Phase II Limited Partnership by Special Warranty Deed of record as Instrument Number 20080731-0078621, Register's Office for Davidson County, Tennessee; from The Nashville City Center Limited Partnership by Special Warranty Deed of record as Instrument Number 20080731-0078622, Register's Office for Davidson County, Tennessee; and from Parmenter Nashville City Center, LLC by Quitclaim Deed of record as Instrument Number 20090317-0024052, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. The lien of the taxes and assessments for the year 2013 and all subsequent years, which are not yet due and payable.

2. All matters shown on the plat of record in Instrument No. 200903020017941, in the Register's Office for Davidson County, Tennessee.

3. Terms and conditions of an Easement Agreement and Termination of Prior Easement of record in Instrument No. 200903170024055, in the Register's Office for Davidson County, Tennessee.

4. Terms and conditions to Long Term Operation and Maintenance Plan of record in Instrument No. 201301020000298, in the Register's Office for Davidson County, Tennessee.

5. Restrictive Covenants for the Capital Mall Redevelopment Project of record in Book 7423, page 374, Book 8421, page 587, Book 9208, page 613; Ordinance No. 77-716; Ordinance No. 093-774; Ordinance No. 097-755, as also recorded in Book 10512, page 464; Ordinance No. 098-1187; Ordinance No. BL2002-1033, also recorded in Instrument No. 200206260076795; and Instrument No. 200501240008719, Ordinance No. 82-845, Ordinance No. 87-1695, and Ordinance No. 91-1567 in the Register's Office for Davidson County, Tennessee.

6. Rights, if any, of tenants, as tenants only, pursuant to unrecorded leases with no purchase options or rights of first refusal.

7. Survey prepared by Ragan Smith, dated 8/28/13, under Job No. 08-048, shows the following: (a) planter and vent grate encroachments into the right of way, (b) existing buildings constructed on the property line along the southeastern boundary line, (c) property under active construction, and (d) possible encroachment of new construction into loading dock and water quality easement.

True Copy Certification

I, Melodie Messina 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.

Melodie Messina
Signature

State of FL

County of Orange

Personally appeared before me, ~~[Name of Notary]~~ ANDREA DIGGS, a notary public for this county and state, ~~[name of person making certification]~~ MELODIE MESSINA 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 (if on paper)

ANDREA R. DIGGS
MY COMMISSION # EE090706
EXPIRES June 20, 2015
(407) 398-0153 FloridaNotaryService.com