THIS INSTRUMENT PREPARED BY:
Tune, Entrekin & White, P.C. (TCS)
315 Deaderick St, Suite 1700
Nashville, TN 37238

BILL GARRETT, Davidson County
Trans:T20130108126 DEEDWARRSP
Recvd: 12/31/13 14:51 5 pgs
Fees:28.00 Taxes:6105.00

20131231-0131301

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 1,650,000.00.

Brooke R Smith
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF December, 2013.

Theresa Hostetler
NOTARY PUBLIC

My Commission Expires: 11-3-2015

THERESA HOSTETLER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

THIS INSTRUMENT PREPARED BY:
Thomas C. Scott

NAME & ADDRESS OF PROPERTY OWNER:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS:
Banner Building Partnership	SAME	093-06-2-004.00
(NAME)	(NAME)	
102 Woodmont Blvd, Suite 207		
(ADDRESS)	(ADDRESS)	
Nashville, TN 37205		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

Special Warranty Deed

For and in Consideration of the sum of $10.00 cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned B.W.S.&C. Associates, Ltd., a Tennessee limited partnership, hereinafter called the Grantor, has bargained and sold, and by these presents does transfer and convey Banner Building Partnership, a Tenenssee partnership, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land, situated in Davidson County, Tennessee, described on Exhibit A, which is attached hereto and incorporated herein by reference (referred to as the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject only to the matters described on Exhibit B, attached hereto and incorporated herein by reference (the "Permitted Encumbrances").

This is improved property located at 162 Third Av N, Nashville, Tennessee.

To Have and to Hold the Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, Grantee's successors and assigns, forever. The Grantor covenants with said Grantee, Grantee's successors and assigns, that the Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and that the same is unencumbered, except for the Permitted Encumbrances. The Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor 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.

The transfer of the Property is made on an "as is," "where is" basis and "with all faults." Grantee agrees that, except as expressly provided herein, (a) Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property; (b) Grantor or anyone claiming by, through or under Grantee, Grantee hereby fully releases Grantor from any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to ant conditions affecting the Property, whether known or unknown, present or future, forseeable or unforeseeable, inclusing, but not limited to, those arising due to the presence of any hazardous substances on, under or about the Property; (c) the foregoing release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action; (d) this covenant releasing Grnator shall be a covenant running with the land and shall be binding upon Grantee, its successors and assigns.

Witness our/my hand(s) this 30th day of December, 2013.

B.W.S.&C. Associates, Ltd., a Tennessee limited liability partnership

By: RCM Interests, GP, general partner

By: _____
Robert C.H. Mathews, III, Managing Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Janice L Patten, a Notary Public in and for the County and State aforesaid, personally appeared Robert C.H. Mathews, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Partner of RCM Interests, GP, general partner of B.W.S.&C. Associates, Ltd., a Tennessee limited liability partnership, the within named grantor, and that he as such Managing Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of RCM Interests, GP by himself as Managing Partner.

Witness my hand and official seal at office this 30th day of December, 2013.

My Commission expires: 7/06/2015

JANICE L. PATTEN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.
My Commission Expires JULY 6, 2015

_____
Notary Public

EXHIBIT A

TRACT I

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, located on the easterly side of Third Avenue, North, and being the same property conveyed to Thomas C. Scott and Robert P. Thomas, Co-Trustees, by deed of record in Book 6268, Page 464, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the easterly margin of Third Avenue, North, at the intersection of the northerly margin of Old Commerce Street (closed by Council Bill No. 083-18), said point being north 27 degrees 23 minutes 50 seconds west, 125.65 feet from the northerly margin of New Commerce Street; thence, with said easterly margin of Third Avenue, North, north 27 degrees 40 minutes 19 seconds west, 85.08 feet to a point in the southerly margin of Alley No. 6; thence, with said southerly margin of Alley No. 6, north 62 degrees 47 minutes 08 seconds east, 105.91 feet to a point in the westerly margin of Alley No. 15; thence, with said westerly margin of Alley No. 15, south 27 degrees 22 minutes 45 seconds east, 85.08 feet to a point in the northerly margin of Old Commerce Street (closed by Council Bill No. 083-18); thence, with said northerly margin of Old Commerce Street, south 62 degrees 47 minutes 13 seconds west, 105.48 feet to the point of beginning, containing 8,992 square feet or 0.206 acre.

Being the same property conveyed to 162 THIRD AVENUE ASSOCIATES, LTD., A TENNESSEE LIMITED PARTNERSHIP, by deed from THOMAS C. SCOTT AND ROBERT P. THOMAS, CO-TRUSTEES, of record in Book 6453, page 290, dated December 19, 1984, said Register's Office. 162 THIRD AVENUE ASSOCIATES, LTD. changed it's name to B. W. S. & C. ASSOCIATES, LTD. by Amended and Restated Certificate and Agreement of Limited Partnership of B. W. S. & C. Associates, LTD., of record as Book 6487, page 302, said Register's Office

Tract II

ACCESS EASEMENT DESCRIPTION

Being a non-exclusive access easement pursuant to the terms and conditions of a Reciprocal Easement Agreement For Use and Maintanence of a Stairwell of record as Instrument No.20131230-0130641 of said Register's Office upon a parcel of land in Nashville, First Civil District, Central Improvement District, Davidson County, Tennessee, being part of Lot 28 shown on the Original Town of Nashville, not of record, located on the easterly side of Third Avenue North between Commerce Street and Church Street and being more particularly described as follows:

Beginning at a lead plug in the easterly right-of-way of Third Avenue North, said plug being northerly 125.65 feet from the northerly right-of-way of Commerce Street and being the northwesterly corner of Industrial Development Board of Metropolitan Government of record in Book 6456, Page 32, R.O.D.C.;

Thence, leaving said easterly right-of-way of Third Avenue North, with the southerly line of 162 Third Avenue Associates, Ltd., by deed of record in Book 6453, Page 290, R.O.D.C., N 62° 47' 12" E, 28.13 feet;

Thence, leaving said southerly line of 162 Third Avenue Associates, Ltd. with the herein described Access Easement the following calls:

S 27° 40' 20" E, 13.07 feet;
S 62° 47' 12" W, 28.13 feet to the easterly right-of-way of Third Avenue North;

Thence, with said easterly right-of-way of Third Avenue North, N 27° 40' 20" W, 13.07 feet to the point of beginning.

Containing: 368 square feet or 0.008 of an acre, more or less.

Being part of the same property conveyed to THE INDUSTRIAL DEVELOPMENT BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY by quitclaim deed from THOMAS C. SCOTT AND ROBERT P. THOMAS, CO-TRUSTEES, WITH FULL POWER TO SELL, TRANSFER, ENCUMBER AND CONVEY WITHOUT THE JOINDER OF ANY BENEFICIARY, CENTRAL PARKING SYSTEM, INC., A CORPORATION, AND RCM INTERESTS, A LIMITED PARTNERSHIP of record in Book 6456, Page 32, dated December 21, 1984, said Register's Office.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes for 2014 and subsequent years, a lien, but not yet due and payable.

2. Terms and conditions of that certain Reciprocal Easement Agreement For Use and Maintenance of Stairwell of record as Instrument No. 20131230-0130641, Register's Office for Davidvson County, Tennessee.