BILL GARRETT, Davidson County
Trans:T20140005739 DEEDWARR
Recvd: 01/24/14 15:13 4 pgs
Fees:23.00 Taxes:9990.00
20140124-0006974

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 2,700,000.00.

Affiant

Subscribed and sworn to before me, this the 24th day of January, 2014.

Notary Public

My commission expires:

JOE VAULX CROCKETT, III
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JULY 3, 2017

This instrument prepared by
JOE VAULX CROCKETT, III, ESQ.
Suite 1050 American Center
3100 West End Avenue
Nashville, Tennessee 37203

Address New Owner:	**Send Tax Bills To:**	**Map/Parcel No.**
Studio 1 Nashville Apartments, LLC 310 Jefferson Street, Suite 111 Nashville, Tennessee 37208	Same as New Owner	Map 105-14 Parcels 201 & 202

LIMITED WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BACHRACH PARTNERS, L.P., a Tennessee limited partnership ("GRANTOR"), has bargained and sold, and by these presents does transfer and convey unto STUDIO 1 NASHVILLE APARTMENTS, LLC, a Tennessee limited liability company ("GRANTEE"), its successors and assigns, certain land in Nashville, Davidson County, Tennessee, being described more particularly in Exhibit A, attached hereto and incorporated herein by reference, together with all right, title, and interest of GRANTOR in and to any improvements, easements, alleyways, streets, and rights-of-way adjoining or abutting said land and any covenants and other rights appurtenant thereto (the "Property").

Property address: 801 and 801A Hillview Heights, Nashville, Tennessee 37204

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the exceptions, limitations, restrictions, encumbrances, and other matters set forth on Exhibit B, attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary contained herein or in any exhibit hereto, GRANTOR makes no warranty as to the amount of acreage contained in the Property.

TO HAVE AND TO HOLD the Property, together with all appurtenances, estate, title, and interest thereto belonging, to GRANTEE, its successors and assigns, forever. GRANTOR covenants 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, unless otherwise herein set out; and GRANTOR further covenants and binds itself, its successors, representatives, and assigns to warrant specially and forever defend the title to the Property 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 on Exhibit B), but not further or otherwise.

WITNESS its hand this 24th day of January, 2014.

BACHRACH PARTNERS, L.P.

Alan F. Bachrach, General Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Joe Vaulx Crockett III, a notary public of the state and county aforementioned, personally appeared Alan F. Bachrach, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a General Partner of Bachrach Partners, L.P., the within-named bargainor, a Tennessee limited partnership, and that he as such General Partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as General Partner.

WITNESS my hand and seal in Nasshville, Tennessee, this the 24th day of January, 2014.

Notary Public
My Commission Expires:

JOE VAULX CROCKETT III
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JULY 3, 2017

PROPERTY DESCRIPTION

PROPERTY located partly in the 17th Councilmanic District of Nashville, Davidson County, Tennessee, and partly within the City Limits of Berry Hill, Tennessee, being part of Lot One on the Map showing Subdivision of 20 acres of the lands of the Heirs of W. W. Henry, deceased, as of record in Minute Book "Z", page 516, Register's Office for Davidson County, Tennessee, and being Lot One on the Map of the Robert Lee Bibb Subdivision of Lot Three of the Henry Tract as of record in Plat Book 547, page 194, Register's Office for Davidson County, Tennessee, and being more particularly described according to an As-Built Survey prepared by Wamble and Associates, dated March 27, 1995, last revised September 21, 2007, as follows:

BEGINNING at an iron rod (old) on the southern margin of Hillview Heights Avenue (50-foot, right-of-way) 129 feet westwardly of the intersection of said southern margin of Hillview Heights Avenue and the western margin of Franklin Pike, said iron rod (old) being the northwest corner of the Robert S. Bubis property, as of record in Deed Book 7497, Page 593, Register's Office of Davidson County, Tennessee and northeast corner of the property herein described;

THENCE, leaving said southern margin of Hillview Heights Avenue and following the western boundary of said Robert S. Bubis property South 18 degrees 34 minutes 58 seconds East 100.00 feet to an iron rod (new) on the northern boundary of the Earthgrains Baking Co., Inc. property, as of record in Instrument Number 20010306-0021112, said iron rod (new) being the southwest corner of said Robert S. Bubis property and the southeast corner of the property herein described;

THENCE, leaving said western boundary of the Robert S. Bubis property and following said northern boundary of the Earthgrains Baking Co., Inc. property South 71 degrees 45 minutes 08 seconds West, 197.80 feet to an iron rod (new), said iron rod (new) being the northwest corner of said Earthgrains Baking Co., Inc. property;

THENCE, leaving said northern boundary of the Earthgrains Baking Co., Inc. property and following the western boundary of said Earthgrains Baking Co., Inc. property, South 19 degrees 03 minutes 07 seconds East, 60.13 feet to an iron rod (old);

THENCE, following said western boundary of Earthgrains Baking Co., Inc. property South 71 degrees 50 minutes 59 seconds West, 15.00 feet to an iron rod (old) and continuing with the eastern boundary of the Colonial Baking Company property, as of record in Deed Book 4043, Page 227, Register's Office of Davidson County, Tennessee South 71 degrees 50 minutes 59 seconds West, 55.00 feet to an iron rod (new) for a total of South 71 degrees 50 minutes 59 seconds W est, 70.00 feet to an iron rod (new), said iron rod (new) being the southwest corner of the property herein described;

THENCE, following said eastern boundary of the Colonial Baking Company property North 18 degrees 35 minutes 09 seconds West, 160.00 feet to an iron rod (new) on said southern margin of Hillview Heights Avenue, said iron rod (new) being the northeast corner of said Colonial Baking Company property and the northwest corner of the property herein described;

THENCE, leaving said eastern boundary of the Colonial Baking Company property and following said southern margin of Hillview Heights Avenue North 71 degrees 45 minutes 00 seconds East, 267.32 feet to the point of beginning;

Being the same property conveyed to Bachrach Partners, L.P., a Tennessee limited partnership in Instrument 20071018-0123743 Register's Office for Davidson County, TN.

The foregoing property description is the same as set forth in the prior deed to Bachrach Partners, L.P.

EXHIBIT A

EXCEPTIONS TO TITLE

The Property is conveyed subject to the following matters:

1. Taxes for the current year which have been prorated and will be paid by GRANTEE.

2. All matters which would be disclosed by an accurate survey of the Property.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage to Metropolitan Government of Nashville and Davidson County, Tennessee, as set forth in instrument recorded in Book 4166, page 14, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Lease from Edwin B. Raskin Company to Web Service Company, Inc. recorded in Book 9188, page 666, in said Register's Office.

5. Terms and provisions of Lease from Studio, LLC d/b/a Studio Apartments, top Web Service Company recorded in Book 10983, page 783, in said Register's Office.

6. Terms and provisions of Lease referenced to in that Memorandum of Lease from Studio, LLC to Web Service Company, Inc. recorded as Instrument No. 20030812-0114736, in said Register's Office.