This Instrument Prepared By:
Larry K. Tolbert, Attorney
425 West College Street
Murfreesboro, Tennessee 37130

PTA122171

ADDRESS NEW OWNER:
101 DAVENPORT DRIVE HOLDINGS, LLC
c/o David DeStefano
1230 Peachtree Street, #1150
Atlanta, GA 30309
MORTGAGEE:

SEND TAX BILL TO:
New Owner

Return to
PIONEER TITLE AGENCY, INC.
513 Georgia Avenue
Chattanooga, TN 37403

BILL GARRETT, Davidson County
Trans:T20140026020 DEEDWARRSP
Recvd: 04/17/14 09:52 4 pgs
Fees:23.00 Taxes:15725.00
20140417-0032155

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) 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, **DMA PROPERTIES 2, LLC, a Tennessee limited liability company,** hereinafter called the "GRANTOR," has bargained and sold, and by these presents, does transfer and convey unto **101 DAVENPORT DRIVE HOLDINGS, LLC, a Tennessee limited liability company,** hereinafter called the GRANTEE, its successors and assigns, a certain tract or parcel of land located in the Davidson County, State of Tennessee, described as follows, to-wit:

Condominium Unit Nos. 101 through 123 and 201 through 230, inclusive, on the Plan of Davis Park Condominiums, a Tennessee Horizontal Property Regime created pursuant to the provisions of the Tennessee "Horizontal Property Act" as set forth in Tennessee Code Annotated Section 66-27-101 to 123, by recordation of the Master Deed for Davenport Condominiums made and entered into the 12th day of June, 1986, by Davenport Associates, A Tennessee general partnership composed of Charles W. Hand and Estes Williams, of record in Deed Book 6935, page 333, Register's Office of Davidson County, Tennessee, and By-laws for Davenport Condominium Homeowners' Association dated January 30, 1987, recorded in Book 7123, page 34, Register's Office of Davidson County, Tennessee; and as amended by that certain Amended and Restated Master Deed for Davenport Condominiums dated May 13, 1987, recorded in Book 7247, page 311, as amended by that certain First Amendment to Amended and Restated Master Deed for Davenport Condominiums dated May 13, 1992, recorded in Book 8630, page 466, as amended by that certain Second Amendment to Amended and Restated Master Deed for Davenport Condominiums dated March 28, 2008, recorded in Instrument No. 20081230-0123693, as amended by that certain Third Amendment to Amended and Restated Master Deed for Davenport Condominiums dated October 8, 2008, recorded in Instrument No. 20081230-123695, as amended by that certain Fourth Amendment to Amended and Restated Master Deed for Davenport Condominiums dated May 20, 2009, recorded in Instrument No. 20090520-004569 (the "Master Deed"), and as amended by that certain First Amendment to the By-Laws for Davenport Condominiums dated March 28, 2008, recorded in Instrument No. 20081230-0123694, and further as amended by that certain Second Amendment to the By-Laws for Davenport Condominiums dated October 8, 2008, recorded in Instrument No. 20081230-0123696; and with said units being more particularly described in plat of Davenport Condominiums of record in Plat Book 6900, page 22, Register's Office of Davidson County, Tennessee, Exhibit "C" in said Master Deed as amended by Exhibit "A" attached at Amendment No. 4 to the Amended and Restated Master Deed for Davenport Condominiums dated May 20, 2009, and recorded at Instrument No. 20090520-0046569, said Register's Office.

Together with the appurtenant undivided interests in the General Common Elements and Limited Common Elements provided for under the terms of the Master Deed.

Being the same property conveyed to DMA Properties 2, LLC, a Tennessee limited liability company by deeds of record in Instrument Nos. 20080401-0032645, 20080821-0085863, 20080422-0041051, 20080401-0032629, 20080606-0058206, 20080401-0032636, 20080401-0032649, 20080401-0032640, 20080401-0032638, 20080401-0032654, 20080401-0032650, 20080401-0032658, 20080401-0032634,

20080401-0032643, 20080401-0032642, 20080401-0032639, 20080401-0032632, 20080401-0032644, 20080401-0032633, 20080401-0032651, 20080401-0032656, 20080401-0032657, 20080401-0032647, 20080401-0032635, 20080401-0032646, 20080401-0032641, 20080401-0032653, 20080401-0032655, 20080401-0032652, 20080401-0032659, 20080401-0032630, 20080401-0032631, 20080401-0032648, and 20091103-0101724, Register's Office of Davidson County, Tennessee.

The following tract of land is included as the "General Common Elements" in the above Master deed:

A tract of land located in the 29th Councilmanic District of Nashville, Davidson County, Tennessee, and also shown on the plat entitled The Davenport Condominiums, recorded in Book 6900, page 22, Register's Office of Davidson County, Tennessee, from the following description is written:

BEGINNING at a point in located on the easterly right-of-way of Bell Road, being the northwestern corner of the herein described property and the southwestern corner of a tract owned by Bethel F. Ray, recorded in Book 3225, page 171, Register's Office of Davidson County, Tennessee; thence South 84°24'30" East, 222.12 feet to a point; thence North 0°23'33" East, 89.60 feet to a point; thence South 84°21'09" East, 773.01 feet along the southerly property line of the Chateau Terrace Apartments, recorded in Book 5140, page 389, Register's Office of Davidson County, Tennessee to a point; thence along the westerly property line of Edge-O-Lake Subdivision, Section 21, recorded in Book 5200, page 577, Register's Office of Davidson County, Tennessee, thence South 4°33'52" West, 183.84 feet to a point; thence South 51°31'48" West, 190.08 feet to a point in the northerly property line of Priest Lake Community Baptist Church, of record in Book 20061122, page 0144920, Register's Office of Davidson County, Tennessee; thence with said line North 85° 31' 46" West, 660.47 feet to a point in the northeast corner of a tract of land owned by Kenneth R. Thompson, recorded in Book 10028, page 327, Register's Office of Davidson County, Tennessee; thence North 89°32'42" West, 178.90 feet to a point in the easterly right-of-way of Bell Road; thence with Bell Road, North 1°16'41" East, 170.0 feet to a point; thence with a curve to the right having a radius of 734.73 feet, a length of 87.01 feet and a chord bearing of North 4° 39'49" East, and a chord length of 86.96 feet, to the point of beginning, containing 6.70 acres, more or less.

INCLUDED in this description is an area of R.O.W. Dedication consisting of a strip of land being 15 feet in width along Bell Road and containing 3,845 sq. feet, or 0.10 acres, more or less.

Being the same property conveyed to DMA Properties, 2, LLC, a Tennessee limited liability company, by Quitclaim Deed of record in Instrument No. 20091103-0101724, Register's Office of Davidson County, Tennessee.

This conveyance is subject to all matters contained in Plat Book 6250, page 807 and Plat Book 6900, page 22; sanitary sewer easement and/or storm drainage of record in Instrument No. 20090721-0068209; storm water inspection and maintenance agreement of record in Instrument No. 20090721-0068200; easement to First Suburban Utility District dated October 3, 1966, of record in Book 4207, page 52; easement to Colonial Pipeline Company of record in Book 3617, page 399 and supplemental right-of-way agreement of record in Book 4575, page 612; easement for sanitary sewers and/or storm drainage of record in Book 5394, page 277; water and sewer easement of record in Book 8127, page 888; easement to Piedmont Natural Gas Company of record in Instrument No. 20121010-0092775; easement to Tennessee Valley Authority of record in Book 6555, page 157 and Book 1641, page 603; sewer line easement of record in Book 6249, page 557, Register's Office of Davidson County, Tennessee.

This conveyance is further subject to restrictions, reservations, easements, covenants and liens of assessments as set forth in Master Deed for Davenport Condominiums of record in Book 6935, page 333, Register's Office of Davidson County, Tennessee; By-laws for Davenport Condominium Homeowners' Association of record in Book 7123, page 34, amended and restated as referenced above; Charter of Davenport Condominium Homeowners' Association of record in Book 7281, page 887; and to all restrictive covenants, easements and setback lines that are applicable to the above described property

and of record; and to all zoning and subdivision restrictions of the appropriate governmental body.

This is improved property known as Unit Nos. 101 through 123 and 201 through 230, Davenport Condominiums, Nashville, Tennessee.

IT IS UNDERSTOOD AND AGREED that Grantor is not making any warranties or representation of any kind or character, express or implied, with respect to the property, including, but not limited to: warranties or representations as to matters of title (other than Grantor's special warranty of title set forth herein), zoning, tax consequences, physical or environmental condition, operating history or projections, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the property. Grantees agree that with respect to the property, Grantees have not relied upon and will not rely upon, either directly or indirectly, any representation or warrant of Grantor. Grantees have conducted such inspections and investigations of the property, including, but not limited to the physical and environmental conditions thereof, and is relying upon same, and hereby assumes the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Grantees' inspections and investigations. Grantees agree that they have taken whatever action and perform whatever investigations and studies Grantees have deemed necessary to satisfy themselves as to the condition of the property and the existence or nonexistence of, or curative action to be taken with respect to, any hazardous and/or toxic substances on or discharged to or from the property. Grantees acknowledge and agree that Grantor is selling and conveying to Grantees and Grantees are accepting the property "as is, where is", with all faults, and there are no oral agreements, warranties or representations, collateral to or affecting the property by Grantor or any Third Party.

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 does covenant 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 does further covenant and bind its successors and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, and its successors and assigns, against the lawful claims of all persons whomsoever. 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.

WITNESS my hand this 10TH day of April, 2014.

DMA PROPERTIES 2, LLC
a Tennessee limited liability company

BY: David M Hogan
DAVID M. HOGAN, President

STATE OF TENNESSEE)

COUNTY OF RUTHERFORD)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **David M. Hogan**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of **DMA PROPERTIES 2, LLC, a Tennessee limited liability company**, the bargainor, and that he, as such President, being authorized so to do, executed the foregoing (Warranty Deed) instrument for the purposes therein contained by signing the name of the Tennessee limited liability company by himself as such President.

Witness my hand and official seal at office in Murfreesboro, Tennessee, this 10TH day of April, 2014.

LARRY K. TOLBERT
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

NOTARY PUBLIC
My Commission Expires: JUN 19 2016

STATE OF TENNESSEE)

COUNTY OF Rutherford)

The actual value or consideration, whichever is greater, for this transfer is **$4,250,000.00**

David M Hogan
AFFIANT

Subscribed and sworn to before me on this 10TH day of April, 2014.

LARRY CULBERT STATE OF TENNESSEE NOTARY PUBLIC RUTHERFORD COUNTY

NOTARY PUBLIC
My Commission Expires: JUN 19 2016

MAP/PARCEL NOS.

Common Area: 149-08-0A-900
Unit 101: 149-08-0A-101.00-CO
Unit 102: 149-08-0A-102.00-CO
Unit 103: 149-08-0A-103.00-CO
Unit 104: 149-08-0A-104.00-CO
Unit 105: 149-08-0A-105.00-CO
Unit 106: 149-08-0A-106.00-CO
Unit 107: 149-08-0A-107.00-CO
Unit 108: 149-08-0A-108.00-CO
Unit 109: 149-08-0A-109.00-CO
Unit 110: 149-08-0A-110.00-CO
Unit 111: 149-08-0A-111.00-CO
Unit 112: 149-08-0A-112.00-CO
Unit 113: 149-08-0A-113.00-CO
Unit 114: 149-08-0A-114.00-CO
Unit 115: 149-08-0A-115.00-CO
Unit 116: 149-08-0A-116.00-CO
Unit 117: 149-08-0A-117.00-CO
Unit 118: 149-08-0A-118.00-CO
Unit 119: 149-08-0A-119.00-CO
Unit 120: 149-08-0A-120.00-CO
Unit 121: 149-08-0A-121.00-CO
Unit 122: 149-08-0A-122.00-CO
Unit 123: 149-08-0A-123.00-CO

MAP/PARCEL NOS – Continued:

Unit 201: 149-08-0A-201.00-CO
Unit 202: 149-08-0A-202.00-CO
Unit 203: 149-08-0A-203.00-CO
Unit 204: 149-08-0A-204.00-CO
Unit 205: 149-08-0A-205.00-CO
Unit 206: 149-08-0A-206.00-CO
Unit 207: 149-08-0A-207.00-CO
Unit 208: 149-08-0A-208.00-CO
Unit 209: 149-08-0A-209.00-CO
Unit 210: 149-08-0A-210.00-CO
Unit 211: 149-08-0A-211.00-CO
Unit 212: 149-08-0A-212.00-CO
Unit 213: 149-08-0A-213.00-CO
Unit 214: 149-08-0A-214.00-CO
Unit 215: 149-08-0A-215.00-CO
Unit 216: 149-08-0A-216.00-CO
Unit 217: 149-08-0A-217.00-CO
Unit 218: 149-08-0A-218.00-CO
Unit 219: 149-08-0A-219.00-CO
Unit 220: 149-08-0A-220.00-CO
Unit 221: 149-08-0A-221.00-CO
Unit 222: 149-08-0A-222.00-CO
Unit 223: 149-08-0A-223.00-CO
Unit 224: 149-08-0A-224.00-CO
Unit 225: 149-08-0A-225.00-CO
Unit 226: 149-08-0A-226.00-CO
Unit 227: 149-08-0A-227.00-CO
Unit 228: 149-08-0A-228.00-CO
Unit 229: 149-08-0A-229.00-CO
Unit 230: 149-08-0A-230.00-CO