BILL GARRETT, Davidson County
Trans:T20140070302 DEEDWARR
Recvd: 09/19/14 11:32 6 pgs
Fees:33.00 Taxes:3051.76
20140919-0086233

This Instrument Prepared by and Return to: Stewart Austin Glankler Brown, PLLC 6000 Poplar Avenue, Suite 400 Memphis, Tennessee 38119	Name and Address of Property: **SAG-AFTRA REAL PROPERTY HOLDINGS, LLC** 5757 Wilshire Blvd. 7th Floor Los Angeles, CA 90036 Mail Tax Bills to: **SAG-AFTRA REAL PROPERTY HOLDINGS, LLC** Attn: Controller 5757 Wilshire Blvd. 7th Floor Los Angeles, CA 90036	Map-Parcel Numbers #: Map 104-4 Parcel 147 Property Address: 1108 17th Ave. N. Nashville, Tennessee

WARRANTY DEED

THIS INDENTURE, made and entered into as of the 18 day of September, 2014, by and between **NASHVILLE PERFORMERS BUILDING CORPORATION**, a Tennessee corporation ("Grantor") and **SAG-AFTRA REAL PROPERTY HOLDINGS, LLC** a Delaware limited liability company ("Grantee");

WITNESSETH:

That for and in consideration of Ten Dollars ($10.00) cash in hand paid, **as required pursuant to that certain Settlement Agreement (the "Settlement Agreement") by and among Grantor and SAG-AFTRA,** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee the following described real estate (the "Property") situated and being in the County of Davidson, State of Tennessee:

See EXHIBIT "A" attached hereto and made a part hereof.

Being the same property conveyed to Grantor by Special Warranty Deed from R. Wayne Oldham, doing business as Womco, dated October 30, 1981, and filed of record in Book 5813, Page 993, as corrected by Instrument of Correction, dated January 11, 2005, and filed for record as Instrument No. 20050215-0017084, all in the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee, its successors and assigns, in fee simple forever.

Grantor does hereby covenant with Grantee that it is lawfully seized in fee of the Property; that it has a good right to sell and convey the same; that the same is unencumbered, except for the permitted encumbrances set forth on the attached EXHIBIT "B"; and that the title and quiet possession thereto it will forever warrant and defend against the lawful claims of all persons.

The parties agree that the obligations of the Grantor to transfer the Property under Section 2 of the said Settlement Agreement are hereby fully performed and the condition precedent to the release provided in Section 6 of the Settlement Agreement has been satisfied. Otherwise, provisions of the Settlement Agreement survive the conveyance provided by this Deed and the Settlement Agreement remains in full force and effect.

SAG-AFTRA joins herein for the purpose of and does hereby guarantee, grant, convey, lease, license, set over, transfer and assign to the Grantor the right to be located in, operate and use the Property as is currently used and operated by Nashville Local, SAG-AFTRA, its successors and assigns, for a period of ten (10) years from the date hereof, in the manner and for the purposes currently leased, used and operated.

This Deed may be executed in couterparts which, when taken together, shall be deemed a single original.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has executed and delivered this instrument as of the day and year first above written.

GRANTOR:

NASHVILLE PERFORMERS BUILDING CORPORATION,
A Tennessee non-profit corporation

By: Cece Dubois
CECE DUBOIS

Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared, CECE DUBOIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President, of Nashville Performers Building Corporation, a Tennessee non-profit corporation the within named bargainor, and that she as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such President.

WITNESS MY HAND AND SEAL, on this 5 day of Sept, 2014.

Kari L Jones
Notary Public

KARI L. JONES
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 5-3-16.

SAG-AFTRA REAL PROPERTY HOLDINGS, LLC,
a Delaware limited liability company

By: _____

Name: Duncan Crabtree-Ireland

Title: Manager

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared DUNCAN CRABTREE-IRELAND, with whom I am personally acquainted, and who upon oath acknowledged himself to be a Manager of SAG-AFTRA REAL PROPERTY HOLDINGS, LLC, a Delaware limited liability company, the within named bargainor, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Manager by himself as such Manager.

WITNESS my hand and Notarial Seal at office this 15th day of September, 2014.

_____
Notary Public

Commission Expires: March 22, 2017
(Notary Seal)

DINAH P. MUIR
Commission # 2013761
Notary Public - California
Los Angeles County
My Comm. Expires Mar 22, 2017

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $824,800.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
By: _____
Affiant

SUBSCRIBED and sworn to before me this 15th day of September, 2014.

_____
Notary Public

My Commission Expires: March 22, 2017

_____
(Notary Seal)

DINAH P. MUIR
Commission # 2013761
Notary Public - California
Los Angeles County
My Comm. Expires Mar 22, 2017

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Land in Davidson County, being Lot No. 3 on the Subdivision of Lot No. 16 in O. B. Hayes' Plan of the Large Lots, called Rokeby, a plan of which subdivision is of record in Book No. 161, Page 86, in the Register's Office for Davidson County, Tennessee.

Said Lot No. 3 fronts 50 feet on the Easterly side of the Seventeenth Avenue South (formerly Addison Street), and runs back between parallel lines 150 feet to an alley.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. Real estate taxes and assessments for the current and subsequent years;

2. Covenants, conditions, restrictions, building lines and easements of record in Plat Book 161, Page 86, in the Register's Office for Davidson County, Tennessee.

3. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the Property;

4. Rights of tenants and other occupants in possession under unrecorded leases; and

5. Any and all additional mortgages, covenants, conditions, restrictions, zoning ordinances, rights of way and easements of record and any all other matters of record, if any, affecting the Property.

6. Deed of Trust of record at Instrument No. 20090311-0022111 in the Register's Office of Davidson County, Tennessee from Grantor in favor of SunTrust Bank.