SPECIAL WARRANTY DEED

Davidson County DEEDWARRSP Recvd: 02/19/15 13:34 9 pgs Fees:48.00 Taxes:19425.00 **20150219-0014488**	This instrument prepared by: White & Reasor, PLC (CBRIII) 3100 West End Avenue, Suite 1100 Nashville, TN 37203-1348 Telephone: 615.383.3345

Address New Owner	Send Tax Bills To:	Map/Parcel
Nashville GHQ Associates, LLC c/o Martha A. Spencer 1815 Collingswood Court Westlake Village, CA 91362	New Owner	Map: 106 Parcel: 122

State of California)
County of Los Angeles)

The actual consideration or value for this transfer, whichever is greater, is $5,250,000.00.

Martha A. Spencer
MARTHA A. SPENCER, Manager

Sworn to and subscribed before me this 12 day of ____ 2015.

(please see attached)

Notary Public

My commission expires: _____

THIS INDENTURE is made and entered into as of the 3rd day of February, 2015 by TURBO INVESTMENTS INTERNATIONAL INC, a British Virgin Islands general business company, as to an undivided 80% interest, and to AGMS II, LLC, a Tennessee limited liability company, as to an undivided 20% interest (collectively "Grantors"), to NASHVILLE GHQ ASSOCIATES, LLC, a Tennessee limited liability company ("Grantee").

WITNESSETH

That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Grantors have bargained and sold and do hereby bargain, sell, convey and confirm unto Grantee the following described real estate, situated and being in the County of Davidson, State of Tennessee, described on Exhibit A hereto.

This is improved property known as 309- 311 Plus Park Boulevard, Nashville, TN 37217.

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12th day of, February

2015 by Martha A. Spencer,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

L. SOGOMONYAN
Commission No. 1946861
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires AUGUST 5, 2015

L. Sogomonyan
Signature (Seal)

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Special Warranty Deed
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information Is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

TO HAVE AND TO HOLD the aforesaid real estate together with all improvements and fixtures thereon and appurtenances and hereditaments thereunto belonging or in any way appertaining unto Grantee and Grantee's successors and assigns in fee simple forever. Grantors covenant and bind themselves, their successors and assigns, to warrant and forever defend the title to the real estate to Grantee, and Grantee's successors and assigns, against the lawful claims of all persons claiming the same by, through, or under Grantors, but not further or otherwise; provided, however, that this conveyance is subject to those certain matters and conditions identified on Exhibit B attached hereto.

WITNESS, Grantors have caused this instrument to be executed as of the day and year first above written.

TURBO INVESTMENTS INTERNATIONAL INC,
a British Virgin Islands general business company

BY: _____
Charles B. Reasor, Jr., Attorney in Fact

AGMS II, LLC, a Tennessee limited liability company

BY: _____
A. Gary McDaniel, Sr., President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall, a Notary Public, Charles B. Reasor, Jr., with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is attorney-in-fact and authorized signatory for TURBO INVESTMENTS INTERNATIONAL, INC., a British Virgin Islands general business company, being authorized to execute the foregoing instrument on behalf of the corporation in such capacity.

WITNESS MY HAND, at office this 3rd day of July, 2015.

_____
NOTARY PUBLIC

JAN MINSHALL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

MY COMMISSION EXPIRES:
11-6-17

[Additional acknowledgment on following page.]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY APPEARED BEFORE ME, Jan Minshall a Notary Public, A. Gary McDaniel, Sr., with whom I am personally acquainted, who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is President of AGMS II, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument on behalf of the limited liability company.

WITNESS MY HAND, at office this 3rd day of Feb, 2015.

Jan Minshall
NOTARY PUBLIC

JAN MINSHALL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

MY COMMISSION EXPIRES:
11-6-17

EXHIBIT A

Being a parcel of land in Nashville, Frist Civil District, Sixteenth Councilmanic District, Davidson County, Tennessee, generally located south of Murfreesboro Pike, east of Interstate Highway 24 and West of Plus Park Boulevard, being property conveyed to Independent Realty Concepts, LLC by deed of record in Book 10895, page 197, R.O.D.C. also being Lot No. 7 as shown on the plan of The Plus Park, Section Seven of record in Plat Book 4470, page 108, R.O.D.C. and being more particularly described as follows:

BEGINNING at an iron pin found in the Westerly right-of-way line of Plus Park Boulevard (a 60-foot right-of-way), said pin being the southeasterly corner of property conveyed to The Volunteer Building by deed of record in Book 11236, page 176, R.O.D.C., said pin also being 1365.32 feet more or less from a curve return to the southerly right-of-way line of Murfreesboro Pike;

THENCE, along the Westerly right-of-way line of Plus Park Boulevard (being the same as the boundary line) the following calls;

along a curve to the left, 163.50 feet to an iron (found),said curve having a central angle of 22° 22' 12", a radius of 418.77 feet, a tangent of 82.80 feet and a chord of South 01° 32' 50" West 162.46 feet;

South 09° 38' 16" East, 104.21 feet to an iron pin (found);

along a curve to the right, 374.49 feet to an iron pin in the northeasterly corner of property conveyed to Printing Industry Association of the South by deed of record in Book 7830, page 960, R.O.D.C., said curve having a central angle of 28° 44' 19", a radius of 745.61 feet, a tangent of 191.27 feet and a chord of South 04° 43' 54" West 370.57 feet;

THENCE with the Northerly line of property of Printing Industry Association of the South, North 70° 53' 47" West, 280.65 to an iron pin (set) in the Easterly right-of-way line of Interstate Highway 24 (variable width right-of-way);

THENCE, along the Easterly right-of-way line Interstate Highway 24 (being the same as the boundary line) the following calls;

North 02° 00' 00" East, 235.41 feet to an iron pin (found); North 01° 44' 36" East, 199.20 feet to an iron pin (found);

North 01° 52' 40" East, 167.78 feet to an iron pin (found) in the southwesterly corner of property conveyed to The Volunteer Building by deed of record in Book 11236, page 176, R.O.D.C.;

THENCE, along the Southerly line of said property, South 77° 16' 04" East, 369.57 feet to the point of beginning.

Containing 174,322 square feet or 4.00 acres, more or less.

Being the same property conveyed to Turbo Investments International, Inc. a British Virgin Islands general business company and AGMS II, LLC, a Tennessee limited liability company by deeds of record in Instrument No. 201405300046734 and 201405300046735, in the Register's Office for Davidson County, Tennessee.

TOGETHER WITH the beneficial easement rights contained in the easement of record in Book 4548, page 903, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. General or special taxes and assessments required to be paid in the year 2015 and subsequent years for Map – Parcel 106-00-0-122.00.

2. Matters shown on the plan of record in Plat Book 4470, Page 108, and amended in Book 4982, Page 267, Register's Office for Davidson County, Tennessee ("RODC").

3. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from MCPA-PLUS (TN) Associates, a Tennessee general partnership, as assigned to Grantors, to Gibson Guitar Corp., a Delaware corporation, of record in Instrument No. 20010327-0029489, RODC.

4. Memorandum of Lease of record in Book 6168, Page 125, and amended in Book 8065, Page 88, Book 10895, Page 232 and in Instrument No. 20010327-0029491, RODC.

5. Landlord's Waiver of record in Instrument No. 20010430-0043433 and amended in Instrument No. 20040211-0016680 and Instrument No. 20050823-0100379, RODC.

6. All matters depicted on a survey by Patrick S. Coode, TN RLS No. 855 with Patrick Coode and Company, LLC, dated March 14, 2014 and designated as File No. 214-008.

7. Easement of record in Book 4548, Page 903, RODC.

8. Memorandum of Co-Tenancy Agreement of record in Instrument No. 201405300046736, RODC.

9. Lack of access to and from a controlled access highway, I-24.

10. Memorandum of Master Lease Agreement by and among Turbo Investments International, Inc., AGMS II, LLC, and Nashville GHQ Associates, LLC.

11. Rights of tenants, as tenants only, under the following unrecorded leases:

Lease by and between The Mathews Company, LLC, as agent for MCPA, as landlord, and ITW Down River, a division of Illinois Tool Works Inc. and successor in interest to Allegheny Industrial Associates, as tenant, dated April 3, 2003, as amended, and as assigned by MCPA to Grantors on May 29, 2014.

Lease by and between The Mathews Company, LLC, as agent for MCPA, as landlord, and Barbizon USA LLC, as tenant, dated May 15, 2009, as assigned by MCPA to Grantors on May 29, 2014.

Office Lease Agreement by and between MCPA, as landlord, and Benefit Communications, Inc., as tenant, dated February 8, 2010, as amended, and as assigned by MCPA to Grantors on May 29, 2014.

Office Lease Agreement by and between MCPA, as landlord, and Linda and Charles Family Limited Partnership, as tenant, dated May 2, 2002, as amended, and as assigned by MCPA to Grantors on May 29, 2014.

Office Lease Agreement by and between MCPA, as landlord, and Texas RioGrande Legal Aid, Inc., as tenant, dated November 1, 2007, as amended, and as assigned by MCPA to Grantors on May 29, 2014.

True Copy Certification

I, Jay H. Smith, 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 therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith 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: 6/20/2017

Notary Seal:

