THIS INSTRUMENT PREPARED BY:
John L. Van Cleave, Esq.
Watkins & McNeilly, PLLC
214 2nd Avenue, North, Suite 300
Nashville, TN 37201-1638

Davidson County DEEDWARRSP
Recvd: 05/15/15 07:59 8 pgs
Fees:43.00 Taxes:13505.00
20150515-0044652

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Southerland BP LLC c/o Kaufman & Jacobs 30 W. Monroe Street, Suite 1700 Chicago, IL 60603	Same	60-14-26.01 (Tract 1) 60-14-39 (Tract 2)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $3,650,000.00

Affiant

SUBSCRIBED AND SWORN to before me this 14th day of May, 2015.

Notary Public
My Commission Expires: 09-11-17

JOHN L. VAN CLEAVE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 11, 2017

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SOUTHERLAND PROPERTIES, LLC, a Tennessee limited liability company, hereinafter "Grantor," has this day bargained and sold and do hereby transfer and convey to SOUTHERLAND BP LLC, a Tennessee limited liability company, its successors and assigns, hereinafter "Grantee," those certain tracts or parcels of real property located in Davidson County, Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("the Property").

This conveyance and all covenants and warranties contained herein are made expressly subject to the permitted encumbrances listed on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns forever. Grantor covenants that except as may be provided on Exhibit "A" hereto the Property is free from all encumbrances made or suffered by Grantor and Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said Property, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor.

Said Property is known as 1944 and 1973 Southerland Drive, Nashville, Tennessee 37207.

IN WITNESS WHEREOF, Grantor have caused this Special Warranty Deed to be executed as of this 14 day of May, 2015, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officer on said day and date.

SOUTHERLAND PROPERTIES, LLC

By: H Herman Southerland II

Title: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, JOHN L. VAN CLEAVE, of the State and County aforesaid, personally appeared H. HERMAN Southerland JR with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be the President of SOUTHERLAND PROPERTIES, LLC, the within named bargainor, a limited liability company, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself or herself as such President.

WITNESS my hand and seal, in Nashville, Tennessee, this 14TH day of May, 2015.

JOHN L. VAN CLEAVE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 11, 2017

NOTARY PUBLIC

My Commission Expires:

9-11-17

EXHIBIT "A"

Legal Description

TRACT 1

Beginning at an iron pin at the intersection of the northerly margin of Southerland Drive and the easterly margin of Brooklyn Avenue;

(1) Thence, with said margin, North 05° 26' 17" East, 645.70 feet to an iron pin;

(2) Thence, leaving said margin of Brooklyn Avenue, South 82° 36' 40" East, 652.01 feet to an iron pin on the westerly margin of Southerland Drive;

(3) Thence, with said margin of Southerland Drive, South 06° 06' 38" West, 496.71 feet to an iron pin;

(4) Thence, continuing with said margin and a curve to the right (having a central angle of 89° 59' 44", a radius of 130.0. feet, a tangent of 129.99 feet, and a chord bearing and distance of South 51° 06' 30" East, 183.84 feet) a distance of 204.19 feet to an iron pin;

(5) Thence, continuing with said Southerland Drive, South 06° 10' 40" West, 5.00 feet to an iron pin;

(6) Thence, continuing with said Southerland Drive, North 83° 49' 20" West, 514.28 feet to the point of beginning, containing 409,637.114 square feet or 9.404 acres.

Being the same property conveyed to Southerland Properties, LLC by deed of record in Instrument No. 201005190038804, Register's Office for Davidson County, Tennessee.

TRACT 2

Being a tract of land lying in Nashville, Davidson County, Tennessee, also including Lots 60 through 72, part of Lot 59 and part of Rucker Avenue (closed-relocated and changed to Southerland Drive by Bill No. 081-520) as shown on the Plan of John J. Rucker's Subdivision of Lot No. 8 in the 2nd Plan of Brooklyn of record in Plat Book 332, page 157 at the Register's Office for Davidson County, Tennessee and being more particularly described as follows:

Beginning at an existing fence post on the easterly right-of-way line of Brooklyn Avenue, 45 feet in width, at a corner with Lot 37 on said 2nd Plan of Brooklyn;

Thence with the easterly right-of-way line of Brooklyn Avenue, North 05 deg 54 min 37 sec East, 317.28 feet to an iron rod set at the intersection with the southerly right-of-way line of Southerland Drive, 50 feet in width;

Thence with the southerly right-of-way line of Southerland Drive, width varies, for the following five calls:

1) With a curve to the right having a radius of 691.20 feet, a curve length of 178.93 feet and chord bearing and distance of North 89 deg 23 min 53 sec East, 178.43 feet to an iron rod set,

2) South 83 deg 11 min 10 sec East, 331.24 feet to an existing iron rod,

3) South 12 deg 05 min 17 sec West, 4.76 feet to an existing iron rod,

4) With a curve to the left having a radius of 190.00 feet, a curve length of 144.27 feet and a chord bearing and distance of North 74 deg 09 min 04 sec East, 140.83 feet to an existing concrete monument,

5) South 78 deg 44 min 33 sec East, 36.89 feet to an existing nail on the westerly right-of-way line of Interstate 65;

Thence with the westerly right-of-way line of Interstate 65 for the following three calls:

1) South 00 deg 09 min 39 sec East, 123.96 feet to an "X" chiseled on a rock,

2) South 06 deg 09 min 16 sec West, 177.29 feet to an existing nail,

3) South 10 deg 44 min 24 sec West, 67.92 feet to an existing nail;

Thence first with the northerly right-of-way line of Interstate 65, then with the northerly line of said Second Plan of Brooklyn and with the Zone Lot Division of John J. Rucker Subdivision of record in Plat Book 6250, page 651, North 84 deg 46 min 09 sec West, 682.17 feet to the point of beginning; containing 229,342 square feet or 5.265 acres more or less.

Being the same property conveyed to Southerland Properties, LLC by deed of record in Instrument No. 201005190038802, Register's Office for Davidson County, Tennessee.

Permitted Encumbrances

The foregoing property is conveyed subject to the following permitted exceptions:

1. Taxes and assessments for the year 2015 and subsequent years.

2. Right-of-way and easement to Bellsouth Telecommunications of record in Book 9633, page 250, Register's Office for Davidson County, Tennessee.

3. Contract to Grant Easement and Convey Deed to J. Harold Shankle Company, Inc. of record in Book 10948, page 434, Register's Office for Davidson County, Tennessee.

4. Memorandum and Notice of Lease Agreement by and between Henry H. Southerland and The Lamar Companies recorded in Instrument No. 20080222-017579, Register's Office for Davidson County, Tennessee, and assigned to Southerland Properties, LLC, a Tennessee limited liability company by Assignment of Leases recorded in Instrument No. 20150203-0009902, Register's Office for Davidson County, Tennessee (as to Tract 2).

5. Lack of access to controlled access highway (I-65) along property boundary.

6. All matters shown on ALTA/ACSM Land Title Survey by Cherry Land Surveying, Inc., R. Scot Cherry, No. 1512, Job No. 15032, dated March 2, 2015, revised March 9, 2015, including without limitation fence encroaching into Brooklyn Avenue on westerly margin of Tract 1, fence encroaching over southerly line of Tract 2, billboard at northeast corner of Tract 1 and 36" diameter base of billboard at northeast corner of Tract 2 and fence encroaching Southerland Drive along the northerly line and over the easterly line of Tract 2.

7. Terms and conditions of Lease by and between Grantor and Southerland, Inc., a Tennessee corporation, as evidenced by Memorandum of Lease recorded on May 19, 2010, at 3:50 PM in Instrument No. 20100519-0038805, Register's Office for Davidson County, Tennessee.

8. The acreage mentioned in the legal description is only for the convenience in identifying the tract conveyed and Grantor does not warrant the exact acreage of the Property.

9. Tracts 1 and 2 are not contiguous.

True Copy Certification

I, Kay B. Housch, 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 herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Kay B Housch
Signature

State of Tennessee

County of Williamson

Personally appeared before me, Marjorie A. Haines, a notary public for this county and state, [KAY B HOUSCH], who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Marjorie A Haines
Notary's Signature

My Commission Expires: 10-21-2018
Notary' Seal (if on paper)

MARJORIE A. HAINES
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON
My Comm. Expires
October 21, 2018