ADDRESS NEW OWNER:	MAP/PARCEL	SEND TAX BILLS TO:
Vanderbilt University Office of the General Counsel Attention: Sean Scally 2100 West End Avenue, Suite 750 Nashville, Tennessee 37203-5233	104-04-0-040.00	Same as New Owner
This instrument prepared by: Bradley Arant Boult Cummings LLP (BRS) 1600 Division Street, Suite 700, Nashville, TN 37203		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **DISCIPLES OF CHRIST HISTORICAL SOCIETY**, a Tennessee nonprofit corporation (the "***Grantor***"), has bargained and sold, and by these presents do transfer and convey to **VANDERBILT UNIVERSITY**, a Tennessee nonprofit corporation (the "***Grantee***"), Grantee's representatives, successors and assigns, certain land in Nashville, Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "***Property***").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those Permitted Encumbrances set forth on Exhibit B, attached hereto and incorporated herein by reference (the "***Permitted Encumbrances***").

As part of the consideration for this conveyance and by acceptance of this deed, Grantee, on behalf of itself and all successor owners of the Property, agrees that the Property shall be held and conveyed subject to the terms, conditions, covenants, agreements, and provisions with respect to Grantor's right of first refusal to obtain or remove the Stained Glass and Statute as more particularly set forth on Exhibit C attached hereto.

This is improved property located at 1101 19th Avenue South, Nashville, Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $5,249,800.00.

Affiant

Subscribed and sworn to before me this 17th day of July, 2015.

Darlene S. Roberson
Notary Public
My Commission Expires: 11/14/18

DARLENE S. ROBERSON
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 11/14/2018

9/368 1 of 2

BILL GARRETT, Davidson County
Trans: T20150059444 DEEDWARRSP
Recvd: 07/21/15 12:33 5 pgs
Fees: 28.00 Taxes: 19424.26
20150721-0071381

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's representatives, successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's heirs, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 17 day of July, 2015.

GRANTOR

DISCIPLES OF CHRIST HISTORICAL SOCIETY
a Tennessee nonprofit corporation

By: _____
Name: Rev. Dr. Todd A. Adams
Title: Interim President

STATE OF Ohio)
COUNTY OF Franklin)

Before me, the undersigned, Darlene Roberson, a Notary Public in and for the State and County aforesaid, personally appeared the Rev. Dr. Todd A. Adams, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Interim President of Disciples of Christ Historical Society, the within named bargainor, a Tennessee not for profit corporation, and that as such Interim President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Interim President.

WITNESS my hand and seal at office in Columbus, Ohio, this the 17 day of July, 2015.

Darlene S. Roberson
Notary Public

My Commission Expires: 11/14/18

DARLENE S. ROBERSON
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 11/14/2018

Exhibit A
Property

Land in Davidson County, Tennessee, being parts of Lots Nos. 45, 46, and 47, as shown on the map entitled C. A. R. Thompson Subdivision, of record in Book 161, Page 83, Register's Office for Davidson County, Tennessee, being more particularly described as follows, to-wit:

Said parts of Lots Nos. 45, 46, and 47 front together 155 feet on the westerly side of 19th Avenue South, formerly Rokeby Street, as widened, and extend back between parallel lines, with the southerly margin of Scarritt Place, formerly Charles Avenue, 135 feet to a dead line.

Being the same property conveyed to DISCIPLES OF CHRIST HISTORICAL SOCIETY, A TENNESSEE CORPORATION, by deed from THE VANDERBILT UNIVERSITY, A TENNESSEE CORPORATION, of record in Book 2343, Page 266, dated February 17, 2055, said Register's Office.

Exhibit B
Permitted Encumbrances

1. All zoning and other regulatory laws and ordinances.

2. Any matters disclosed by that certain survey prepared by Brad Tyson Thomas, Barge Waggoner Sumner & Cannon, Inc., dated June 17, 2015.

3. That certain Lease Agreement dated the same date hereof by and between Vanderbilt University, as Landlord, and Disciples of Christ Historical Society, as Tenant.

4. Real estate taxes, stand-by fees, and assessments (general and special) for the current year, 2015, and all subsequent years for Map-Par.104-04-0-040.00.

5. Defects, liens, encumbrances and adverse claims created by Grantee or assumed or agreed to by Grantee.

6. Matters shown on the Plan of record in Plat Book 161, Page 83, Register's Office for Davidson County, Tennessee.

7. Restrictive Covenant as set forth in the deed of record in Book 417, page 623, said Register's Office.

Exhibit C
Right of First Refusal

Grantor hereunder, the Disciples of Christ Historical Society, a Tennessee nonprofit corporation, and its successors and assigns and The General Assembly of the Christian Church (Disciples of Christ) in the United States and Canada, shall have the right to obtain (a) all stained glass windows located on the Property as of the date hereof (the "***Stained Glass***"), and (b) the statue of ____ located in the courtyard of the Property as of the date hereof (the "***Statue***"), subject to the following terms and conditions:

(1) If Grantee should decide to remove the Stained Glass and/or the Statue from the Property, Grantee shall provide a written notice (the "***Removal Notice***") to the following:

Rev. Dr. Todd A. Adams
Associate General Minister and Vice President
Christian Church (Disciples of Christ)
PO Box 1986
Indianapolis, IN 46206

(2) Grantor shall have a period of twenty (20) days from the date of its receipt of the Removal Notice to elect in a writing to Grantee whether or not it intends to take the Stained Glass and/or Statue, as applicable (the "***Election Notice***"). If Grantor fails to duly and timely provide the Election Notice, or elects not to take possession of the Stained Glass and/or Statue, as applicable, Grantee shall be free to proceed with the removal of the Stained Glass and/or the Statue, and shall be entitled to dispose of same in any manner that Grantee determines.

(3) If Grantor timely sends an Election Notice with regard to the Stained Glass, Grantor shall take possession of the Stained Glass within ten (10) business days of the date that Grantee removes the Stained Glass from the building, which estimated date shall be provided to Grantor in the Removal Notice. Grantee shall be responsible for the costs of the removal of the Stained Glass from the building, and Grantor shall be responsible for the costs of transporting the Stained Glass to a new location.

(4) If Grantor timely sends an Election Notice with regard to the Statue, Grantor shall remove the Statue within thirty (30) days of the date of its Election Notice. Grantor shall provide Grantee with its intended date for the removal of the Statue in its Election Notice, and the name and address of the contractor it proposes to remove the Statue for Grantor. Grantor shall use a contractor reasonably acceptable to Grantee to remove the Statue. Grantor shall provide Grantee with a certificate of insurance evidencing that the contractor has liability insurance with an insurance carrier and in an amount reasonably acceptable to Grantee and such certificate shall name Grantee as an additional insured. Grantor shall indemnify Grantee for any injury or damage caused to person or property by the removal of the Statue.

(5) The provisions of this Exhibit C shall remain in effect and be enforceable for so long as Vanderbilt University or any of its affiliates remain owner or occupier of the Property, and shall be binding upon and inure to the benefit of Grantor and Grantee and their respectives successors and assigns. Notwithstanding the foregoing, the rights of Grantor pursuant to this Exhibit C shall automatically terminate upon the sale of the Property by Grantee to an unrelated third party upon the recordation of such conveyance deed to said unrelated third party.