BILL GARRETT, Davidson County
Trans:T20150064865 DEEDWARRSP
Recvd: 08/05/15 12:38 7 pgs
Fees:38.00 Taxes:21774.13
20150805-0077879

THIS INSTRUMENT PREPARED BY:
Van P. East, III
Frost Brown Todd LLC
150 3rd Avenue South, Suite 1900
Nashville, TN 37201

Address of New Owner:	Send Tax Bills To:	Map-Parcel No.:
3201 Dickerson Properties LLC 3201 Dickerson Pike Nashville, TN 37207-2905	3201 Dickerson Properties LLC 3201 Dickerson Pike Nashville, TN 37207-2905	Map: 60-4 Parcel: 22.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NorthStar Studios, Inc., a Delaware corporation formerly known as Nashcom Productions, Inc. ("Grantor"), has this day bargained and sold, and by these presents does transfer and convey unto 3201 Dickerson Properties LLC, a Delaware limited liability company ("Grantee"), its successors and assigns, certain real estate situated in Nashville, Davidson County, Tennessee and more particularly described on Exhibit A to this Special Warranty Deed, which is attached hereto and incorporated herein by reference (the "Property").

The Property is improved property located at 3201 Dickerson Pike, Nashville, Tennessee 37207-2905.

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

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, that Grantor has a good and lawful right to convey the Property and that the Property is unencumbered except as herein set forth to the contrary. Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise; provided, however, that this conveyance and all covenants and warranties contained herein are subject to the matters set forth on Exhibit B to this Special Warranty Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the 5th day of August, 2015.

GRANTOR:

NORTHSTAR STUDIOS, INC.

By: _____
Grant Barbre, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, Van P. East, III, a Notary Public for the State and County aforesaid, Grant Barbre, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

VAN P. EAST, III
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY, TENN.

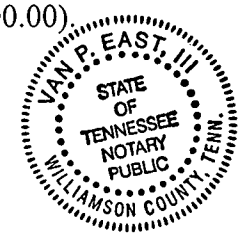
WITNESS MY HAND, at office, this 5th day of August, 2015.

_____
Notary Public

My Commission Expires: July 12, 2016

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Five Million Eight Hundred Eighty-Four Thousand Nine Hundred and 00/100 Dollars ($5,884,900.00).



AFFIANT

SUBSCRIBED and sworn to before me, this 5th day of August, 2015.

Notary Public

My Commission Expires: July 12, 2016

EXHIBIT A

Beginning at an iron pipe in the east right-of-way line of Dickerson Pike, said point also being a southwest corner of the property more particularly described as follows:

Thence with the east right-of-way line of Dickerson Pike North 05 degrees 14 minutes 28 seconds East, a distance of 655.11 feet to an iron pipe; thence South 16 degrees 14 minutes 03 seconds East, a distance of 42.82 feet to an iron pin; thence South 84 degrees 53 minutes 56 seconds East, a distance of 234.98 feet to an iron pin; thence North 05 degrees 04 minutes 18 seconds East, a distance of 184.63 feet to an iron pipe; thence South 85 degrees 58 minutes 44 seconds East, a distance of 678.20 feet to an iron pin; thence South 09 degrees 38 minutes 26 seconds West, a distance of 566.41 feet to an iron pipe; thence South 13 degrees 25 minutes 30 seconds West, a distance of 301.68 feet to an iron pipe in the north right-of-way line of Maplewood Lane; thence with said right-of-way line North 83 degrees 06 minutes 14 seconds West, a distance of 817.71 feet to an iron pipe said point being the beginning of a curve to the right; thence with the arc of a curve to the right with a radius of 25.00 feet and a chord bearing and distance of North 39 degrees 15 minutes 46 seconds West, 34.79 feet to an arc distance of 38.48 feet to the point of beginning and containing 16.18 acres or 704,799 square feet.

Being further described according to survey of Crawford Land Surveyors, P.C. dated May 16, 2002 as follows:

Being a parcel of land lying in the First Civil District of Nashville, Davidson County, Tennessee. Being Lot 1 on the plan of Sam's Wholesale Club of record in Plat Book 6250, page 569, R.O.D.C. Said lot being located in the Northeast quadrant of the intersection of Dickerson Pike and Maplewood Trace and being more particularly described as follows:

Beginning at a pipe in the easterly margin of Dickerson Pike a/k/a U.S. Highway 41. Said point being a southerly point of Lot 2 on the plan of Sam's Wholesale Club of record in Plat Book 6250, page 569, R.O.D.C. being approximately 704 feet North of the intersection of Dickerson Pike and Maplewood Trace.

Thence, leaving said margin along the southerly line of said Lot 2, South 12° 29' 30" East, 42.57 feet to an iron pin;

Thence, with said Lot 2 the next two calls:

South 81° 47' 52" East, 235.06 feet to an iron pin;

Thence, North 08° 09' 53" East, 184.00 feet to an iron pin in the southerly line of The RK Company of record in Deed Book 10381, page 379, R.O.D.C.;

Thence, along or near the line of said RK Company the following two calls:

South 83° 10' 28" East, 678.07 feet to an iron pin;

Thence South 12° 35' 05" West, 566.68 feet to a pipe at the northerly corner of Carmike Cinemas, Inc. of record in Deed Book 6687, page 713, R.O.D.C.;

Thence, along or near the line of said Carmike Cinemas, Inc., South 16° 22' 35" West, 301.62 feet to a pipe in the northerly margin of Maplewood Trace;

Thence, with said margin, North 80° 16' 17" West, 817.71 feet to an iron pin;

Thence, with a curve a curve concave to the northeast with a central angle of 88° 28' 01" a radius of 25.00 feet a tangent of 24.34 feet an arc length of 38.60 feet with a chord bearing of North 36° 02' 16" West for a chord distance of 34.88 feet to an iron pin in the easterly margin of Dickerson Pike;

Thence, with said margin, North 08° 12' 34" East, a distance of 656.33 feet to the Point of Beginning and containing 704,870 square feet or 16.18 acres, more or less.

The foregoing legal description is the same as in previous deed of record.

Being the same property conveyed to Nashcom Productions, Inc., a Delaware corporation now known as NorthStar Studios, Inc., by Special Warranty Deed of record as Instrument No. 20020520-0061316, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Real property taxes for the year 2015, and all subsequent years, which are a lien against the Property, but are not yet due and payable.
2. Matters set forth on Plats recorded in Book 6250, Page 569; Book 6680, Page 904 and Book 57, Page 21, Register's Office for Davidson County, Tennessee.
3. Easement Termination and Grant Agreement dated March 31, 2003 and recorded May 15, 2003 as Instrument No. 20030515-0066437, Register's Office for Davidson County, Tennessee.
4. Utility Anchor Easement dated June 14, 1996 and recorded June 28, 1996 in Book 10103, Page 599, Register's Office for Davidson County, Tennessee.
5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage recorded February 24, 1981 in Book 5713, Page 763, Register's Office for Davidson County, Tennessee.
6. Storm Water Detention Agreement dated May 3, 1985 and recorded May 6, 1985 in Book 6549, Page 793, Register's Office for Davidson County, Tennessee.
7. Terms and conditions of a Lease between Newco, a wholly owned subsidiary of Anschutz Digital Media, Inc., and Tritel Communications, Inc., as evidenced by that Memorandum of Tower Attachment Lease Agreement recorded August 4, 1999 in Book 11605, Page 469, Register's Office for Davidson County, Tennessee.
8. Easement for the flow of creek which crosses the easterly portion of the property as shown on a survey of Crawford Land Surveyors, P.C., dated May 16, 2002, as revised May 17, 2002.
9. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by ALTA/ACSM Land Title Survey of the Property dated April 9, 2015, prepared by L. Kevin Morehead, Tennessee Registered Land Surveyor Registration No. 2315, of Initial Point Land Surveying, Inc., File No. 1502C003:

    a. Guy wires along westerly property line extending outside of Easement recorded in Book 10103, Page 599, Register's Office for Davidson County, Tennessee;

    b. Concrete pads with satellite dishes, wood shed, chain link fence and generator encroaching onto 10' drainage easement recorded in Plat Book 6250, Page 569, Register's Office for Davidson County, Tennessee;

    c. Overhead utility extending onto adjoining property to the north for which there is no easement;

    d. Encroachment of chain link fence onto drainage easement recorded in Plat Book 6250, Page 569, Register's Office for Davidson County, Tennessee;

    e. Rights of upper, lower and/or abutting riparian owners, the State of Tennessee, and/or the public in and to the waters of creek located along the eastern boundary of the Property, and to the uninterrupted natural flow thereof and subject to the

possibilities of accretion or avulsion which might change boundaries established by said waters.

10. Rights of parties in possession as tenants only under unrecorded leases.