SPECIAL WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20160100029 DEEDWARRSP
Recvd: 11/14/16 10:11 4 pgs
Fees:23.00 Taxes:4229.33
20161114-0119510

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is **$1,143,062.00**.

Affiant

Subscribed and sworn to before me, this the 10th day of November, 2016.

Notary Public

My Commission Expires: _____

NANCY W. STABELL NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires 03-06-2018

THIS INSTRUMENT PREPARED BY
Bone McAllester Norton PLLC, 511 Union Street, Suite 1600, Nashville, TN 37219

Name and Address of New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
ThirdGen Properties, LLC 3533 Richland Avenue Nashville, TN 37205	A portion of 093-13-0-126.00	ThirdGen Properties, LLC 3533 Richland Avenue Nashville, TN 37205

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 which are hereby acknowledged, **1000 DIVISION STREET, LLC, a Tennessee limited liability company** (the "Grantor"), has this day bargained and sold, and by these presents does hereby transfer and convey unto **THIRDGEN PROPERTIES, LLC, a Tennessee limited liability company** (the "Grantee"), and its successors and assigns, forever, the real estate located in Davidson County, State of Tennessee (the "Property"), more particularly described on Exhibit A attached hereto and incorporated herein.

This is improved property consisting of a single commercial retail unit (known as Unit 101 in the Master Deed referenced on Exhibit A attached hereto) located at the intersections of Magazine Street, Division Street and Overton Street, Nashville, Davidson County, Tennessee.

This conveyance is made subject to those limitations, restrictions and/or encumbrances listed on Exhibit B attached hereto and incorporated herein.

TO HAVE AND TO HOLD the Property, together with all the improvements thereon and all rights associated therewith and appurtenances thereto belonging unto the Grantee and their heirs and assigns, in fee simple, forever.

GRANTOR COVENANTS with Grantee that Grantor is lawfully seized and possessed of the Property, that Grantor has a good and lawful right to sell and convey the same, and that the Property is free from any lien or encumbrance whatsoever, except as otherwise set forth herein.

GRANTOR FURTHER COVENANTS with Grantee and binds Grantor and Grantor's, representatives and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, through or under Grantor, but no further or otherwise.

All warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through, or under Grantor.

WITNESS this the 10th day of November, 2016.

GRANTOR:

1000 DIVISION STREET, LLC

By: Mainland Asset Management, LLC
Its Manager

By: _____

Name: James Lennon

Title: Authorized Agent

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, James A. Lennon, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Authorized Agent of Mainland Asset Management, LLC, the Manager of the within named bargainor 1000 Division Street, LLC, and that he/she is authorized by the Manager of 1000 Division Street, LLC to execute this instrument on behalf of 1000 Division Street, LLC.

WITNESS my hand and seal at office this 10th day of November, 2016.

_____
NOTARY PUBLIC

CHRIS RAYBECK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 11, 2017

My Commission Expires: 9-11-2017

EXHIBIT A

DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee, being Unit No. 101, together with the appurtenant interest in the common elements of 1000 Division Street Condominiums, a horizontal property regime established by Master Deed, of record in Instrument No. 20160928-0102220, Register's Office for Davidson County, Tennessee, said Unit being depicted on the Condominium Site Plan attached as Exhibit C to the aforementioned Master Deed. The common elements appurtenant to said Unit are set forth in and subject to the terms of the aforementioned Master Deed and include, without limitation, the rights in and to the Commercial Garage Area, as defined and set forth in the aforementioned Master Deed.

Being part of the same property conveyed to 1000 DIVISION STREET, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, by deed from MICHAEL G. LINDSETH, JR. of record in Instrument No. 20140627-0056694, dated February 26, 2014 and by quitclaim deed of record in Instrument No. 20141028-0099502, dated October 17, 2014, said Register's Office.

EXHIBIT B

EXCEPTIONS

1. All governmental zoning rules and regulations applicable to the ownership and use of the Property.

2. All matters that may be disclosed by an accurate survey and inspection of the Property.

3. Matters shown on the Plan of record in Book 21, Page 117, said Register's Office.

4. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in the Master Deed of 1000 Division Street Condominiums of record in Instrument No. 20160928-0102220, said Register's Office.

5. Easement Agreement of record in Instrument No. 20150116-0004695, said Register's Office.

6. Shoring Easement Agreement of record in Instrument No. 20150318-0023427, said Register's Office.

7. Agreement for Dedication of Pedestrian Easement of record in Instrument No. 20150318-0023428, said Register's Office.

8. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20160817-0085818, said Register's Office.

9. All real estate taxes and assessments for 2017 and future years, which are liens not yet due and payable.

10. Any leases and related documents with respect to the Property signed by Grantee prior to the date hereof.