BILL GARRETT, Davidson County
Trans:T20160101164 DEEDWARRSP
Recvd: 11/16/16 10:22 5 pgs
Fees:28.00 Taxes:31080.00
20161116-0120775

This Instrument Prepared By:
Marcy E. Shelton
Reno & Cavanaugh, PLLC
424 Church Street, Suite 1750
Nashville, TN 37219

SPECIAL WARRANTY DEED

Address New Owner(s):	Send Tax Bills to:	Map-Parcel No.
500 Ygnacio Valley Rd.	500 Ygnacio Valley Rd.	
Suite 170	Suite 170	093-06-2-075.00
Walnut Creek, CA 94596	Walnut Creek, CA 94596	

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Eight Million Four Hundred Thousand and 00/100 Dollars ($8,400,000.00).

M E Shelton
Affiant

LISA A. WILLIAMS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 10, 2018

SUBSCRIBED AND SWORN TO before me, this the 15th day of ~~October~~ November, 2016.

Lisa A. Williams
Notary Public

My Commission Expires: 9-10-2018

For and in consideration of the sum of Eight Million Four Hundred Thousand and 00/100 Dollars ($8,400,000.00), the receipt and sufficiency of which are hereby acknowledged, PILCHER PARTNERS, L.P., a Tennessee limited partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto TENIR, LLC, a California limited liability company ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings, and structures located thereon (the "Property").

The Property is improved property known as 144 2nd Avenue North, Nashville, Tennessee 37201.

Grantee is an exchange accommodation titleholder, which is merely a "holding entity" whose sole purpose is to acquire title on behalf of the real party in interest, in a tax deferred exchange under IRC§1031 and Rev. Proc. 2000-37.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

To have and to hold the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns in fee simple forever.

Grantor covenants and binds Grantor, its successors, and assigns to warrant and defend the title to the Property for Grantee, its successors, and assigns against the lawful claims of all persons whomsoever claiming title as against all acts of the Grantor herein and no other (except claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

Witness my hand this 15 day of November, 2016.

PILCHER PARTNERS, L.P., a Tennessee limited partnership

By: HIGHMARK HOLDINGS, LLC, a Tennessee limited liability company, its General Partner

By: _____
Joseph H. Torrence, its President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Pamela A Votteler, a Notary Public of said County and State, personally appeared Joseph H. Torrence, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Highmark Holdings, LLC, a Tennessee limited liability company, the General Partner of Pilcher Partners, L.P., a Tennessee limited partnership, the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company in its capacity as General Partner of the limited partnership, and on its behalf, by himself as President of the limited liability company.

Witness my hand and seal, at Office in aforesaid county and state this 11 day of November, 2016.

_____
Notary Public

My Commission Expires: 7/2/18

PAMELA A VOTTELER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Comm. Expires July 2, 2018

EXHIBIT A

PROPERTY DESCRIPTION

Being a part of Lot Number 14 on the plan of the Original Town of Nashville, not of record, being more particularly described as follows:

Beginning at a point on the easterly margin on Second Avenue North said point being 453.61 feet from the northerly margin of Broad Street and being the northwesterly corner of the H. G. Lipscomb & Co. property, the deed for which is of record in Book 871, Page 269, Register's Office for Davidson County, Tennessee; thence, with the easterly margin of Second Avenue North, North 26° 42' 44" West, a distance of 42.00 feet to the southwesterly corner of the 152 Market Street Assoc. property the deed for which is of record in Book 5692, Page 716, Register's Office of Davidson County, Tennessee; thence, within a common wall and with the southerly line of 152 Market Street Assoc. property North 61° 57' 44" East, a distance of 210.25 feet to the westerly margin of First Avenue North; thence, with the westerly margin of First Avenue North, South 27° 00' 20" East, a distance of 41.26 feet to the northeasterly corner of the H. G. Lipscomb & Co. property; thence, with the center of a common wall and with the northerly margin of the H. G. Lipscomb & Co. property South 61° 45' 46" West, a distance of 210.49 feet to the point of beginning.

Being the same property conveyed to Pilcher Partners, L.P.. a Tennessee limited partnership by Quitclaim Deed from Harvey W. McDonald dated December 23, 1992, of record in Book 8823, Page 234, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. Taxes for the year 2017, a lien, but not yet due and payable.

2. Memorandum of Lease between Pilcher Partners, L.P., as Landlord, and Bank of America, National Association, as Tenant, recorded March 20, 2015 of record in Instrument No. 20150320-0024031, in the Register's Office for Davidson County, Tennessee.

3. Terms and conditions of the Easement granted to Metropolitan Government of Nashville and Davidson County, Tennessee in Special Warranty Deed of record in Book 6039, Page 431, said Register's Office.