

WARRANTY DEED

THIS DEED is dated the 3rd day of April, 2012, and is made between

R. Howard Cannon, as to Parcel One and Parcel Three and Robert Howard Cannon as to Parcel Two

(whether one, or more than one), the "Grantor" of the County of _____ and State of Tennessee and

Bridge Street Investments LLC, a Colorado Limited Liability Company

(whether one, or more than one), the "Grantee", whose legal address is
c/o Felix Guzman 16-1, Colonia El Parque, Navcalpan Estado De of the County of
_____ and State of **Mexico** **Mexico CP 53390 Mexico**

WITNESS, that the Grantor, for and in consideration of the sum of **Nine Million Three Hundred Fifty Thousand Dollars and No Cents (\$9,350,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Eagle and State of Colorado described as follows:

See Exhibit "A" attached hereto and made a part hereof

also known by street address as: 278 Hanson Ranch Road, Condominium Unit 402, 403, S-2, Vail, Colorado 81657

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

See Exhibit "B" attached hereto and made a part hereof

And the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.



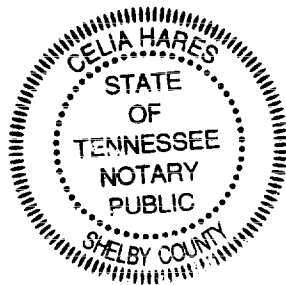
R. Howard Cannon




Robert Howard Cannon

State of Tennessee
County of Shelby

The foregoing instrument was acknowledged before me this 2nd day of April, 2012 by R. Howard Cannon and Robert Howard Cannon.



Witness my hand and official seal.



Notary Public

My commission expires:

**My Commission Expires:
June 19, 2013**

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE:

Condominium Unit 402,
BRIDGE STREET LODGE, A CONDOMINIUM,
according to the Condominium Map of Bridge Street Lodge recorded December 29, 1995 in Book 684 at Page 840 as Reception No. 580845 and as defined and described in the Amended and Restated Condominium Declaration for Bridge Street Lodge, a Condominium recorded December 29, 1995 in Book 684 at Page 839 as Reception No. 580844 and First Amendment recorded August 26, 1996 in Book 703 at Page 636 as Reception No. 599622

PARCEL TWO:

Condominium Unit 403,
BRIDGE STREET LODGE, A CONDOMINIUM,
according to the Condominium Map of Bridge Street Lodge recorded December 29, 1995 in Book 684 at Page 840 as Reception No. 580845 and as defined and described in the Amended and Restated Condominium Declaration for Bridge Street Lodge, a Condominium recorded December 29, 1995 in Book 684 at Page 839 as Reception No. 580844 and First Amendment recorded August 26, 1996 in Book 703 at Page 636 as Reception No. 599622

PARCEL THREE:

Condominium Unit S-2,
BRIDGE STREET LODGE, A CONDOMINIUM,
according to the Condominium Map of Bridge Street Lodge recorded December 29, 1995 in Book 684 at Page 840 as Reception No. 580845 and as defined and described in the Amended and Restated Condominium Declaration for Bridge Street Lodge, a Condominium recorded December 29, 1995 in Book 684 at Page 839 as Reception No. 580844 and First Amendment recorded August 26, 1996 in Book 703 at Page 636 as Reception No. 599622

COUNTY OF EAGLE, STATE OF COLORADO.

EXHIBIT "B"
DEED EXCEPTIONS

Taxes for the year 2012 and any subsequent years not yet due and payable.

The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.

Reservations or exceptions contained in U.S. Patents, or in Acts authorizing the issuance thereof, recorded July 13, 1899 in Book 48 at Page 475 and recorded May 20, 1905 in Book 48 at Page 511, reserving 1) Rights of the proprietor of a vein or lode to extract and remove his ore therefrom and 2) rights of way for ditches and canals constructed under the authority of the United States.

Restrictive Covenants, as contained in the instrument recorded August 10, 1962 in Book 174 at Page 178 and Amendment recorded August 30, 1971 in Book 221 at Page 482.

Easement Agreement, recorded November 29, 1966 in Book 175 at Page 457.

Easements, restrictions and rights-of-ways as shown on the plats of Vail Village, First Filing and Vail Village, Fifth Filing.

Easement Agreement between Vail Associates, Inc. and Vail Water and Sanitation District, recorded August 15, 1986 in Book 197 at Page 465.

Mountain Access Easement Agreement, from Golden Peak House Condominium Association, Inc. to Vail Associates, Inc., contained in the instrument recorded April 27, 1995 in Book 666 at Page 95 as Reception No. 562118.

Memorandum of Agreement by and between Vail Associates Inc. and Golden Peak House Condominium Association, Inc. and GPH Partners, Ltd., recorded April 27, 1995 in Book 666 at Page 94 as Reception No. 562117.

Acknowledgment and Consent recorded April 27, 1995 in Book 666 at Page 126 as Reception No. 562149.

Amended and Restated Condominium Declaration For Bridge Street Lodge recorded December 29, 1995 in Book 684 at Page 839 as Reception No. 580844 and First Amendment to Amended and Restated Condominium Declaration recorded August 26, 1996 in Book 703 at Page 636 as Reception No. 599622.

All matters shown on the Condominium Map of Bridge Street Lodge recorded December 29, 1995 in Book 684 at Page 840 as Reception No. 580845.

Easement Agreement recorded July 9, 1996 in Book 699 at Page 454 as Reception No. 595444.

Any and all leases and tenancies.