BILL GARRETT, Davidson County
Trans:T20120047045 DEEDWARRSP
Recvd: 06/26/12 10:49 6 pgs
Fees:33.00 Taxes:8417.50
20120626-0055919

Prepared By and Returnable to:
Bone McAllester Norton PLLC (SJM)
511 Union Street, Suite 1600
Nashville City Center
Nashville, Tennessee 37219

Address New Owner(s)	Send Tax Bill To:	Map & Parcel Nos.:
Raman G. Dayal and Rakesh Govindji 211 N. First Street Nashville, TN 37213	New Owners	062-00-0-105.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Countryside Hospitality, LLC, a Texas Limited Liability Company ("Grantor") has this day bargained and sold and does hereby transfer and convey unto Raman G. Dayal and Rakesh Govindji (herein individually and collectively "Grantees"), Grantees' heirs, representatives, successors and assigns, forever, the following described tract or parcel of land located in Davidson County, Tennessee, described as follows (the "Land"):

Being a certain tract of land in the 15th Councilmanic District of Davidson County, Tennessee, being Lot Not. 1 of Section 1, Music City Villa, (plat Book 4715 page 1) Register's Office for Davidson County, Tennessee. Bounded on the north by Oakes, east by Music Valley Drive, south by Music City Circle and west by a 50' Non-Exclusive Easement and being more particularly described as follows:

Beginning at an iron pin (old), in the west margin of Music Valley Drive, said pin being N 19 deg. 20'W – 381.2' from the centerline intersection of Music City Circle and Music Valley Drive, and also being the southeast corner of William E. Oakes property (Instrument No. 20000316 0027203); Thence, with the west margin of Music Valley Drive for the next two calls: Along a curve to the right having a central delta angle of 02 deg. 28' 42", a radius of 1,938.95', an arc length of 83.87' with a chord bearing and distance of S 11 deg. 14' 26" E – 83.86' to an iron pin (new); S 10 deg. 00' 05" E – 203.67' to an iron pin (new), at the northwest radius return with Music City Circle; Thence, along a curve to the right having a central delta angle of 112 deg. 10'34", a radius of 25.00', an arc length of 48.95' with a chord bearing and distance of S 46 deg. 05'12" W – 41.49' to an iron pin (new), in the north margin of Music City Circle; Thence with the north margin of Music City Circle, N 77 deg. 55'04" W – 592,11' to an iron pin (new); Thence, N 12 dg. 10'14" E, passing through an iron pin as set by RLS #1127 at 29.41' and with the east margin of a 50' Non-Exclusive Ingress/Egress and Public Utility Easement, 270.59' to an iron pin (old), as set by RLS #1127, the southwest corner

of the aforementioned Oakes property; Thence, with the south line of Oakes, S 77 deg. 49'31" E – 554.03' to the POINT OF BEGINNING and containing 4.24 acres more or less according to a survey by Jerry Swords, Jr., RLS #1806 of S & A Surveying, Inc., 306 Bluegrass Circle, Lebanon, TN. May 16, 2001.

Being the same property conveyed to Countryside Hospitality, LLC by Warranty Deed from New Era Life Insurance Company dated February 15, 2007 of record as Instrument No. 20070301-0025217, Registers Office for Davidson County, Tennessee.

This is improved property known as 2500 Music Valley Drive, Nashville, Tennessee 37214. The address is believed to be accurate but such address is not part of the legal description. In the event of any discrepancy, the legal description herein shall control. The legal description is drawn from recorded documents and the Grantor and the attorney preparing this Deed make no warranty or representation regarding the accuracy of the legal description.

TO HAVE AND TO HOLD said Land together with all the improvements and fixtures thereon and all easements, privileges and appurtenances thereunto belonging (collectively "Property") unto the said Grantees, and Grantees' heirs, representatives, successors and assigns.

GRANTOR COVENANTS with the said Grantees that Grantor is lawfully seized and possessed of said Property; that Grantor has a good right to sell and convey the Property; and the Property is being conveyed "as is, where is" and subject to those matters set forth in Exhibit A, which is attached hereto and incorporated herein by reference, applicable zoning and building regulations including the pending Property Standards Notice of Hearing - Repair, all visible easements and encroachments, all matters that an inspection, including environmental inspection and an accurate survey, would disclose, all matters shown on the Commitment for Title Insurance issued by Stewart Title Guaranty Company, and 2012 real estate taxes, which are to be prorated and Grantees agree to assume.

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

GRANTEES ARE TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE EARNEST MONEY CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEES HAVE NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEES' INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE

EARNEST MONEY CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

GRANTEES RELEASE GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TENNESSEE SOLID WASTE DISPOSAL ACT, THE TENNESSEE HAZARDOUS WASTE MANAGEMENT ACT, THE TENNESSEE WATER QUALITY CONTROL ACT AND THE TENNESSEE PETROLEUM UNDERGROUND STORAGE TANK ACT; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE EARNEST MONEY CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. **THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVE.**

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

WITNESS this the 20th day of June 2012.

GRANTOR:

COUNTRYSIDE HOSPITALITY, LLC,
a Texas Limited Liability Company

NEW ERA LIFE INSURANCE
COMPANY, its sole member

By: _____, manager
Lisa Wang, Manager

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The greater of the consideration for this transfer or the value of the Property is $2,275,000.00.

_____
AFFIANT

Subscribed and sworn to before me, this ___ day of June, 2012.

_____
Notary Public

My Commission Expires:

_____

STATE OF TEXAS)
)
COUNTY OF Harris)

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, Lisa Wang, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Manager of New Era Life Insurance Company, the sole member of Countryside Hospitality, LLC, a Texas Limited Liability Company, the maker, and is duly authorized by as the Manager of the sole member of maker to execute this instrument on behalf of the maker.

WITNESS my hand and seal at office this 20th of June, 2012.

Melissa Segura
NOTARY PUBLIC

My Commission Expires: 3/10/16

MELISSA SEGURA
Notary Public, State of Texas
My Commission Expires
MARCH 10, 2016

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The greater of the consideration for this transfer or the value of the Property is $2,275,000.00.

AFFIANT

Subscribed and sworn to before me, this 20th day of June, 2012.

Kimberley J. Raymond
Notary Public

KIMBERLEY J. RAYMOND
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires:

3-3-14

STATE OF TEXAS)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the State and County aforesaid, Lisa Wang, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the Manager of New Era Life Insurance Company, the sole member of Countryside Hospitality, LLC, a Texas Limited Liability Company, the maker, and is duly authorized by as the Manager of the sole member of maker to execute this instrument on behalf of the maker.

WITNESS my hand and seal at office this ___ of June, 2012.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A
PERMITTED EXCEPTIONS

1. Real Property Taxes for 2012.

2. All matters set forth in Plat Book 4715, Page 1, Register's Office for Davidson County, Tennessee.

3. Restrictions of Record in Book 4546, Page 287, Register's Office For Davidson County, Tennessee

4. Easement of Record in Book 4719, Page 853, Register's Office for Davidson County, Tennessee.

5. Easement in favor of BellSouth Telecommunications, Inc. of record in Instrument No. 20010102-0000575 Registers Office for Davidson County, Tennessee.