BILL GARRETT, Davidson County
Trans:T20130057910 DEEDWARRSP
Recvd: 07/08/13 14:29 8 pgs
Fees:43.00 Taxes:34564.57
20130708-0070361

Prepared by and when recorded return to:

Fidelity National Title - NTS DIV
Attn.: Mary Garcia
One East Washington Street Suite 450
Phoenix, AZ. 85004
602-343-7571

Escrow No. Z1313189

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:

SPECIAL WARRANTY DEED

PREPARED BY AND
AFTER RECORDING RETURN TO:

Dentons US LLP
2398 East Camelback Road
Suite 1100
Phoenix, AZ 85016-9016
Attn: Christopher H. Lee

ADDRESS OF NEW OWNER AND
MAIL FUTURE TAX BILLS TO:

WS Fairfield Opryland, LLC
c/o Wheelock Street Acquisitions, LLC
52 Mason Street
Greenwich, CT 06830

ABOVE FOR RECORDER'S USE ONLY

Tax Assessors Map: 62, Parcel 168

SPECIAL WARRANTY DEED

The GRANTOR, **MUSIC VALLEY ASSOCIATES OF TENNESSEE L.P.**, a Tennessee limited partnership, having an address of: c/o LinGate Hospitality, 1401 Spring Bank Drive, Bldg. A, Suite 8, Owensboro, KY 42303, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid in hand, by these presents does GRANT, SELL, CONVEY and WARRANT unto **WS FAIRFIELD OPRYLAND, LLC**, a Delaware limited liability, company having an address of: c/o Wheelock Street Acquisitions, LLC, 52 Mason Street, Greenwich, CT 06830, GRANTEE, all of Grantor's right, title and interest in and to that that certain real property located in Davidson County, Tennessee, as more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all buildings, improvements and fixtures located thereon as of the date hereof and all rights, privileges and appurtenances pertaining thereto (collectively, the "Real Property").

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters listed on **Exhibit B** attached hereto and incorporated herein (the "Permitted Exceptions"), but only to the extent the same do, in fact, exist and are applicable to the Real Property as of the date hereof.

TO HAVE AND TO HOLD the Real Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anyway belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns, and Grantor does hereby bind itself, its legal representatives, successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Real Property unto the Grantee, its legal representatives, successors and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, this Deed has been executed by Grantor to be effective as of the 1 day of July, 2013.

GRANTOR:

MUSIC VALLEY ASSOCIATES OF TENNESSEE L.P., a Tennessee limited partnership
By: Its General Partner

Music Valley Associates, Inc.

By: _____
Name: Glenn D. Higdon
Title: President

STATE OF Kentucky §
§
COUNTY OF Daviess §

On June 25, 2013, before me, the undersigned, a notary public in and for said State, personally appeared Glenn D. Higdon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____ Notary Public

My Commission Expires:

6-11-2014
ID#: 420046

[SEAL]

ROXIE A. SOMERVILLE NOTARY PUBLIC STATE AT LARGE KY

13237059

STATE OF Kentucky
COUNTY OF Daviess

The actual consideration or value, whichever is greater, for this transfer is $9,341,777.

Affiant

Subscribed and sworn to before me this the 25th day of June, 2013.

Notary Public

My commission expires:
6-11-2014
(Affix Seal)

ID 420046

13237059

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: LAND in Davidson County, Tennessee, being Phase 1 as shown on the Plan of Phase One, Music Valley P.U.D., of record in Plat Book 7900, page 887, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of the property.

PARCEL 2: Together with an undivided interest in a 50-foot non-exclusive easement for ingress and egress and public utilities as shown on the plat of record in Plat Book 7900, page 887, said Register's Office.

PARCEL 3: Together with the appurtenant easements established by the Declaration of Easements, Covenants, Conditions, Restrictions and Owners Association for Music Valley Planned Unit Development of record in Book 9582, Page 690, said Register's Office.

Being the same property conveyed to Music Valley Associates of Tennessee, L.P., by deed of record in Book 9582, Page 712, said Register's Office.

EXHIBIT B

PERMITTED EXCEPTIONS

[*Attached*]

SCHEDULE B

EXCEPTIONS FROM COVERAGE

1. Taxes for the year 2013; a lien, but not yet due or payable. All real property taxes due and payable have been paid in full.

2. Subject to all matters shown on the Plan of record in Plat Book 7900, Page 887, Register's Office for Davidson County, Tennessee.

3. Restrictions of record in Book 4546, Page 287, in the Register's Office for Davidson County, Tennessee, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

   Subject to the Exclusions from Coverage and the Conditions contained in the policy, this policy insures the insured against actual loss or damage sustained by reason of a final determination of a court of competent jurisdiction requiring the removal of improvements existing on the land at Date of Policy as a consequence of (1) any violation existing on Date of Policy of said restrictions, or (2) the enforcement, or attempted enforcement, of the easement rights referred to in said instrument.

4. Declaration of Covenants, Conditions, Liens, Easements and Restrictions of record in Book 9582, Page 690, said Register's Office, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons..

5. Deed of Conveyance for Sanitary Sewer Lines of record in Book 10749, Page 266, said Register's Office.

6. Deed of Conveyance for Water Main of record in Book 10749, Page 270, said Register's Office.

7. Agreement for Dedication of Easement for the Purpose of Public Street Right of Way of record in Instrument No. 20091119-0106503, said Register's Office.

8. Any rights, easements, interests or claims which may exist by reason of or reflected by the following matters shown on the survey prepared by Christopher S. Denham, RLS No. 2000, Denham Land Surveyors LLC, Huntsville, AL, dated March 20, 2013, last revised _____, 2013, project no. 13021-02:

Schedule B (Continued)

a. minimum building setbacks;
b. utility lines with poles, meters and other appurtenances;
c. encroachment of asphalt parking area and concrete curbing into the public utility & drainage easement;
d. encroachment of storage building and dumpster area in to the public utility & drainage easement.