BILL GARRETT, Davidson County
Trans:T20140065885 DEEDWARRSP
Recvd: 09/04/14 13:43 5 pgs
Fees:28.00 Taxes:21830.00
20140904-0081053

SPECIAL WARRANTY DEED

FROM: Mayesco Partnership

This instrument was prepared by:
C. Mark Carver, Esq.
Sherrard & Roe, PLC
150 3rd Avenue South, Suite 1100
Nashville, TN 37201

TO: Barkley Lake Inn

Address New Owner(s) as Follows:	Send Tax Bills To:	Map/Parcel Numbers
Barkley Lake Inn ~~140 Commerce St.~~ P.O. 905 Eddyville, KY 42038	Same	093-06-4-043.00 093-06-4-057.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $8,900,000.00.

Affiant

Sworn to and subscribed before me, this 4 day of September, 2014.

NOTARY PUBLIC
Traci Sellers
My Commission Expires
March 6, 2018
STATE OF TENNESSEE

Notary Public

My Commission Expires: 3-6-18

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Mayesco Partnership, a Tennessee general partnership** (the "Seller") by these presents does transfer, sell and convey unto **Barkley Lake Inn, a Kentucky general partnership** (the "Buyer"), and Buyer's successors and assigns, all of Seller's interest in a certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

The above-referenced property is conveyed subject to all matters set forth on Exhibit B attached hereto and incorporated herein by reference.

This improved property located at 215 Broadway, Nashville, Davidson County, Tennessee 37201.

Seller further covenants and binds Seller, its representatives, successors and assigns to warrant and forever defend the title to said real estate to Buyer, and Buyer's successors and assigns, against the lawful claims of all persons claiming by, through or under Seller, but not otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Seller has caused this Special Warranty Deed to be executed effective as of the 4th day of September, 2014.

"SELLER" **Mayesco Partnership,**
a Tennessee general partnership

By: _____
William H. Eskind, General Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Kim C. Engelman, a Notary Public in and for the County and State aforesaid, personally appeared William H. Eskind of Mayesco Partnership, a Tennessee general partnership (the "Partnership"), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the authorized General Partner of the Partnership, the within named bargainor, and that he as such General Partner of the Partnership, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Partnership by himself as General Partner.

Witness my hand and seal at office in Nashville, Tennessee, this 3rd day of September, 2014.

_____
Notary Public

KIM C. ENGELMAN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Kim C. Engelman
My Commission Expires
March 8, 2016
STATE OF TENNESSEE

My commission Expires:
3/8/2016

EXHIBIT A

PROPERTY DESCRIPTION

Land situated in the County of Davidson, State of Tennessee, and described as follows:

TRACT I

Being part of Lot No. 1 on the first Plan of Davidson Academy Lots, not of record, described as follows:

Beginning on the easterly margin of Third Avenue South, formerly College Street, in the center of a party wall between the house on this lot and the lot immediately north thereof, formerly owned by Mitchell, being 150 feet southerly from the southerly margin of Broad Street; running thence with the easterly margin of said avenue southwardly 46 feet, more or less, to the northwest corner of the old Trimble or Downs property and to the center of a party wall one-half of which belongs to the property herein described; thence with the northerly line of said Trimble or Downs property eastwardly half way to Market Street, now Second Avenue South; thence with said Trimble's east line southwardly to the South line of said Lot No. 1; thence with said line eastwardly 40 feet, more or less, to the west line of the old Lindsley property; thence with said line northwardly 51 feet, more or less, to the northeast corner of a lot conveyed by J.W. Horton to S.B. Spurlock by deed of record in Book 47, page 336, Register's Office for said County; thence with the northerly line of said lot westwardly 40 feet, more or less, to the northwest corner of said lot at a point halfway between Third Avenue South and Second Avenue South; thence southwardly 18 inches, more or less, to a point 150 feet southerly from the southerly margin of Broad Street, being the southeast corner of said Mitchell lot; thence westwardly with the southerly line of said Mitchell lot 112 feet, more or less, to the beginning.

TRACT II

Being Lot No. 5 on the partition of the Isaac Allen property, being a subdivision of part of Lot No. 1 of the first plan of Davidson Academy lots, as of record in Book 38, page 717, Register's Office for said County.

Said Lot No. 5 fronts 30 feet on the easterly side of 3rd Avenue South, and runs back between parallel lines 112 feet to a dead line.

TRACT III

Being Lot No. 3 in the partition of the Isaac Allen property, being part of Lot No. 1 in the First Plan of Davidson Academy lots a plan of which partition is of record in Book 38, page 717, Register's Office for said County, described as follows:

Beginning on the southerly margin of Broad Street 55 feet 10 inches east from the easterly margin of Third Avenue South, formerly College Street, being the corner of Lots Nos. 2 and 3; thence southerly, with the line between said two lots, 120 feet to the northerly line of Lot No. 5, thence; easterly 26 feet 8 inches, more or less, to the southeast corner of Lot No. 3; thence northwardly with the line between Lots Nos. 3 and 4, 120 feet to the southerly margin of Broad Street; thence with the southerly margin of same, westwardly 26 feet 8 inches to the point of beginning.

Being part of the same property conveyed to MAYESCO, LLC by quitclaim deed from HARRIS A. GILBERT, TRUSTEE, WITH FULL POWER TO CONVEY, SELL, TRANSFER, LEASE, OR MORTGAGE, WITHOUT THE JOINDER OF ANY BENEFICIARY of record in Book 11280, Page 761, dated January 4, 1999, Register's Office for Davidson County, Tennessee. MAYESCO, LLC is now known as MAYESCO PARTNERSHIP, SUCCESSOR BY MERGER TO MAYESCO, LLC, pursuant to Certificate of Merger of record in Instrument No. 199912290308703, dated December 27, 1999, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year of 2014, a lien, due and payable.

2. Capitol Mall Redevelopment Plan Restrictive Covenants of record in Book 7423, Page 374, Book 7631, Page 606, Book 8027, Page 865, Book 8421, Page 587, Book 9208, Page 613, Book 10512, Page 464, Instrument No. 20020626-0076795, Instrument No. 20050124-0008719, Instrument No. 20130903-0092714 and in Instrument No. 20130903-0092715, said Register's Office.

3. Rutledge Hill Redevelopment Plan Restrictive Covenants of record in Book 7084, Page 983, Book 7631, Page 606, Book 10512, Page 464, Book 10512, Page 477, Instrument No. 20130903-0092714 and in Instrument No. 20130903-0092716, said Register's Office.

4. Rights of others in and to party walls.