Davidson County DEEDWARRSP
Recvd: 03/27/15 13:50 9 pgs
Fees:48.00 Taxes:26640.00
20150327-0026666

SPECIAL WARRANTY DEED

FROM: Country Squire Partners, LLC, a Delaware limited liability company, Grantor

TO: LMS 1, LLC, a Nevada limited liability company, RDS 1, LLC, a Nevada limited liability company, and AMS 1, LLC, a Nevada limited liability company, collectively and as tenants in common, Grantee

This instrument was prepared by:

Lea W. Stouffer
6507 Brownlee Dr.
Nashville, Tennessee 37205

Address New Owner (s) as follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Number
c/o PC Covenant Crossing, LLC 4956 North 300 West, Suite 300, Provo, Utah 84604	Same	119-10-100

NCS-712102 AH

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

The actual consideration or value, whichever is greater, for this transfer is Seven Million Two Hundred Thousand and No/100 Dollars ($7,200,000.00).

Roy Sheen
Affiant

SUBSCRIBED AND SWORN TO before me, this the _____ day of March, 2015.

Notary Public

My Commission Expires:_____

FOR AND IN CONSIDERATION OF the sum of Seven Million Two Hundred Thousand and No/100 Dollars ($7,200,000.00), the receipt and sufficiency of which are hereby acknowledged, Country Squire Partners, LLC, a Delaware limited liability company (the

SEE CALIFORNIA ACKNOWLEDGMENT FORM ATTACHED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 26th day of March, 2015, by Roy Sherman,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JOHN P. TATA
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1995144
LOS ANGELES COUNTY
My Comm. Exp. November 21, 2016

(Seal) Signature

"Grantor"), has bargained and sold, and by these presents does transfer and convey unto LMS 1, LLC, a Nevada limited liability company ("LMS1"), an undivided 40.00% tenant in common interest, RDS 1, LLC, a Nevada limited liability company ("RDS1"), an undivided 30.00% tenant in common interest, and AMS 1, LLC, a Nevada limited liability company ("AMS1"), an undivided 30.00% tenant in common interest (LMS1, RDS1 and AMS1, their successors and assigns, are collectively and as tenants in common, the "Grantee"), in and to that 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, structures and/or fixtures located thereon (the "Property").

The Property is improved property known as 108 Thompson Lane, Nashville, Tennessee 37211.

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 the Grantee, its successors and assigns forever.

And Grantor does covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject.

EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES CONTAINED IN THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED AS OF JANUARY 26, 2015 BETWEEN GRANTOR AND PEAK CAPITAL PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY (THE "ORIGINAL BUYER"), AS ORIGINAL BUYER'S RIGHT, TITLE AND INTEREST IN AND TO SUCH PURCHASE AND SALE AGREEMENT WERE ASSIGNED TO AND ASSUMED BY THE GRANTEE AND PC COVENANT CROSSING, LLC, A UTAH LIMITED LIABILITY COMPANY ("*PC COVENANT CROSSING*"), PURSUANT TO THE TERMS OF THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT DATED AS OF MARCH 4, 2015 BY AND AMONG ORIGINAL BUYER, GRANTEE AND PC COVENANT CROSSING, AND AS PC COVENANT CROSSING'S RIGHT, TITLE AND INTEREST IN AND TO SUCH PURCHASE AND SALE AGREEMENT WERE ASSIGNED TO AND ASSUMED BY GRANTEE PURSUANT TO THE TERMS OF THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT DATED AS OF MARCH 26, 2015 BY AND AMONG ORIGINAL BUYER, GRANTEE AND PC COVENANT CROSSING (AS IT MAY BE AMENDED AND/OR ASSIGNED PURSUANT TO THE TERMS THEREOF, THE "CONTRACT") AND THE WARRANTY OF TITLE SET FORTH IN THIS DEED, GRANTEE SHALL BE DEEMED TO BE SATISFIED WITH AND/OR TO HAVE WAIVED THE RESULTS OF ITS DUE DILIGENCE AND TO HAVE ACCEPTED THE PROPERTY, INCLUDING THE LEASES AND CONTRACTS, IF ANY, AND OBLIGATIONS ARISING FROM AND AFTER CLOSING, "AS IS," "WHERE IS," AND "WITH ALL FAULTS," INCLUDING LATENT DEFECTS, WITHOUT RECOURSE

TO AND WITHOUT REPRESENTATION OR WARRANTY BY GRANTOR, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, AND WITHOUT ANY WARRANTIES OF TRANSFER, MERCHANTABILITY OR FITNESS FOR A PARTICULAR, OR GRANTEE'S INTENDED, USE OR PURPOSES, RELATING TO THE PROPERTY, INCLUDING THE LEASES AND CONTRACTS, IF ANY, AND OBLIGATIONS TO BE CONVEYED HEREUNDER AND WITHOUT ANY WARRANTIES ARISING UNDER ARTICLES 2 AND 3 (OR SIMILAR SECTIONS) OF THE UNIFORM COMMERCIAL CODE IN EFFECT IN THE JURISDICTIONS IN WHICH ANY OF THE PROPERTY IS LOCATED OR TO WHICH THIS AGREEMENT IS SUBJECT AND/OR SECTIONS 2.314, 2.315 AND 3.417 OF TITLE 6 OF THE DELAWARE UNIFORM COMMERCIAL CODE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF GRANTOR IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF GRANTEE ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF GRANTOR SHALL BE VALID OR BINDING UPON GRANTOR UNLESS EXPRESSLY SET FORTH HEREIN OR IN THE CONTRACT. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY

HAZARDOUS MATERIALS ON THE PROPERTY OR ANY MOLD, MILDEW OR OTHER FUNGAL GROWTHS IN, ON, UNDER OR ABOUT THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

SIGNATURE PAGE TO FOLLOW.

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IN WITNESS WHEREOF, the Grantor has signed and sealed these presents as of the 27 day of March, 2015.

Country Squire Partners, LLC, a Delaware limited liability company

By: Brookside Country Squire Partners, LLC, a Delaware limited liability company, its Managing Member

By: _____
William M. Warfield,
its Managing Member

STATE OF TENNESSEE)
)SS.
COUNTY OF DAVIDSON)

Before me, Jan Bachus, a Notary Public of said County and State, personally appeared William M. Warfield 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 Managing Member of Brookside Country Squire Partners, LLC, a Delaware limited liability company, the Managing Member of Country Squire Partners, LLC, a Delaware limited liability company, the within named bargainor, and that he as such Managing Member executed the foregoing instrument for the purposes therein contained by signing himself as Managing Member of Brookside Country Squire Partners, LLC, a Delaware limited liability company, as Managing Member of Country Squire Partners, LLC, a Delaware limited liability company.

Witness my hand and seal, at Office, this 26th day of March, 2015.

_____
Notary Public

My Commission Expires: 3/7/17

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JAN L. BACHUS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

Exhibit A
To
Special Warranty Deed

Property Description

Land in the 6th Civil District of Davidson County, Tennessee, described according to a survey made by John Kohl and Company, P.C. Surveyor, dated September 8, 2000, as follows:

Beginning at an iron pin set on the northerly right of way of Thompson Lane at the southwesterly corner of the "Prescott Place Condominiums" as of record in Plat Book 6200, Page 257, Register's Office for Davidson County Tennessee; thence with aforesaid right of way North 83 degrees 56 minutes 00 seconds West 331.95 feet to an iron pin, by others and being the southwesterly corner of the herein described tract; thence leaving said right of way and running North 4 degrees 32 minutes 59 seconds East 540.22 feet; thence North 3 degrees 40 minutes 00 seconds East 217.80 feet; thence North 7 degrees 00 minutes 00 seconds East 149.00 feet to the northwesterly corner of the herein described tract; thence South 37 degrees 40 minutes 00 seconds East 282.00 feet; thence South 39 degrees 49 minutes 05 seconds East 202.45 feet; thence North 85 degrees 39 minutes 38 seconds East 76.35 feet; thence South 61 degrees 19 minutes 00 seconds East 102.00 feet to the northeasterly corner of the herein described tract; thence South 5 degrees 45 minutes 00 seconds West 194.50 feet; thence North 80 degrees 51 minutes 38 seconds West 59.98 feet; thence South 5 degrees 16 minutes 38 seconds West 71.32 feet; thence North 83 degrees 46 minutes 34 seconds West 104.76 feet; thence South 4 degrees 48 minutes 52 seconds West 274.25 feet to northerly right of way of Thompson Lane and the point of beginning.

Being the same property conveyed to Country Squire Partners, LLC, a Delaware limited liability company, by deed of record as Instrument 20070131-0012585, Register's Office for Davidson County, Tennessee.

The above description is the same as that contained in the prior deed.

Exhibit B
To
Special Warranty Deed

Permitted Encumbrances

1. Real estate taxes and assessments not yet due and payable;

2. Rights of tenants in possession, as tenants only, under unrecorded leases with no rights to purchase;

3. All matters as shown on Plat of record in Plat Book 4060, page 93, Register's Office for Davidson County, Tennessee;

4. Sewer Easement of record in Book 3498, page 200, Register's Office for Davidson County, Tennessee;

5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in book 4824, page 883, Register's Office for Davidson County, Tennessee;

6. Terms and provisions of that certain Lease by and between Country Squire Associates, a New York Partnership and Country Squire Apartments, 108 as evidenced by Memorandum of Lease of record in Instrument No. 200202140019447, Register's Office for Davidson County, Tennessee;

7. Those matters set forth on that certain ALTA/ACSM Land Title Survey dated March 26, 2015 prepared by Tony Reasons II, Tennessee Registered Surveyor No. 1665, whose address is 2205 Grace Point Court, Franklin, Tennessee 37067.

True Copy Certification

I, Gregory M. Holbrook, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Utah

County of Salt Lake

Personally appeared before me, Aaron C. Hansen, a notary public for this county and state, Gregory M. Holbrook, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 7/7/18
Notary' Seal (if on paper)

Notary Public
AARON C. HANSEN
Commission #678159
My Commission Expires
July 7, 2018
State of Utah