2nd

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NO.:
ORO HOTELS, LLC 5520 Iron Gate Drive Franklin, TN 37069	NEW OWNER	Map 114-00-0 Parcel 172.00

This instrument prepared by:
Sam's Real Estate Business Trust
Sam M. Walton Development Complex
2001 S.E. 10th Street
Bentonville, AR 72716-5535
Attn: Jennifer Clark, Assistant General Counsel

Return recorded document to:
Lawyers Title Company
4131 N. Central Expressway, Suite 450
Dallas, TX 75204
Attn: Denise Bell
19780141 41

BILL GARRETT, Davidson County
Trans:T20160035082 DEEDWARRSP
Recvd: 04/28/16 11:53 8 pgs
Fees:43.00 Taxes:1665.00
20160428-0041507

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** ("Deed") is made effective April 15, 2016, between **SAM'S EAST, INC**, an Arkansas corporation, with a corporate address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Grantor"); and **ORO HOTELS, LLC**, a Nevada limited liability company, with an address of 5520 Iron Gate Drive, Franklin, TN 37069 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land situated, lying, and being in the City of Nashville, Davidson County, Tennessee, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, and all coal, oil, gas, water and minerals located on or under the Property (including, but not limited to, any rights or permits relating thereto), subject to easements, conditions, restrictions and other matters of record.

This conveyance is expressly subject to the following conditions and restrictions:

(a) (i) The Property shall only be used by single tenant users for purposes of the kind typically found in shopping centers, including, but not limited to, offices, restaurants, and retail shops; no building with multiple tenants shall be permitted on the Property;

(ii) Notwithstanding the foregoing, Purchaser covenants that it shall open and operate for one (1) day a hotel on the Property prior to the building on the Property being utilized in the future for another use;

(b) The Property shall not be used for or in support of the following: (i) a discount store, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store, vitamin store; (ii) gas station, quick lube/oil change facility, automobile tire sales; (iii) movie theater or bowling alley; (iv) a variety, general, or "dollar" type store; (v) health spa/fitness center greater than three thousand (3,000) square feet; and (vi) mattress store (the "Property Restrictions");

(c) In addition, the Property shall not be used for or in support of the following: (i) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), "adult" business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials; (ii) pawn shop, bar, night club, gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption; or (iii) any business that cashes checks or makes short-term or "payday advance" type loans; or (iv) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant (the "Noxious Use Restrictions"). Notwithstanding the foregoing, the Noxious Use Restrictions shall not exclude the regular business of any bank or financial institution insured by the F.D.I.C. or mortgage brokerage firm or other similar business providing long-term, mortgage type loans;

(d) One (1) building with a maximum square footage of sixty thousand (60,000) square feet, consisting of up to six (6) floors, with a first floor footprint not to exceed twelve thousand (12,000) square feet may be erected on the Property, which building, so long as the applicable parking ratio required herein is met;

(e) Notwithstanding section (a) herein, in the event the Property is used for a building with multiple tenants, there shall be not less than five (5) parking spaces for every one thousand (1,000) square feet of floor building area thereon, and thirteen (13) parking spaces for every one thousand (1,000) square feet of floor building area used for restaurants exceeding two thousand (2,000) square feet; in the event the Property is used for a free-standing restaurant, there shall be not less than fifteen (15) parking spaces on the Property for every one thousand (1,000) square feet of floor building area thereon; there shall be maintained a parking ratio of eight (8) parking spaces for every one thousand (1,000) square feet of floor building area used for a health spa/fitness center three thousand (3,000) square feet or less; in the event the Property is used for a hotel, there shall be not less than one (1) parking space per hotel room; for all other uses permitted hereunder there shall be not less than five (5) parking spaces per one thousand (1,000) square feet of floor building area on the Property;

(f) (i) only signs advertising business located on the Property may be erected thereon; (ii) signs located on the Property shall not contain images or words that are offensive to the ordinary reasonable person (whether cloaked in images, words, or phrases carrying double meanings); (iii) the Property and all improvements erected or constructed thereon shall be maintained in good condition and repair; (iv) the exterior of any building constructed on the Property shall not be constructed of metal; and (v) trash enclosure shall be constructed of masonry materials;

(g) Grantor reserves the right to approve, prior to commencement of any construction by Grantee of any buildings or improvements on the Property or on Grantor's property adjacent to the Property, Grantee's: (i) site plans including setbacks from lot lines, location and dimensions of parking areas and spaces, driveways and service areas, placement of building(s) and other improvements including square footage of building(s), location of masonry trash enclosure, stop signs and bars at all curb cuts, and the location of existing Grantor signage (if any) on or adjacent to the Property; (ii) utility plans including all utility connections (including electric and telephone); (iii) grading plans including storm water management and detailed elevations; (iv) erosion and sediment control plans including rock construction entrances (to be in place prior to any construction), silt fence (to be in place prior to any construction) and other erosion controls required on the Property; (v) exterior elevations of the front, back, and both sides of the building(s), including height; (vi) exterior signage plans indicating the dimensions of exterior pylon or monument signage and the design of the sign panel(s) to be placed onto the sign structure; (vii) demolition plan; (viii) landscaping plan, including landscaping on the Property and to be installed on that area adjacent to the Property (collectively the "Development Plan"). Said Development Plan shall include all construction activities immediately adjacent to the Property on Grantor's property. Said Development Plan is to be prepared by certified/licensed architects and/or engineers and shall conform to the restrictions set forth above. Grantee shall deliver full-sized plans of the said Development Plan to Grantor for its approval. Grantor shall have thirty (30) days after receipt of the Development

Plan from Grantee to approve or disapprove the Development Plan in writing, provided, however, that Grantee shall have exclusive control over the means and methods of implementing such plans and specifications and by its right of approval Grantor shall not have nor assume any operational control over such plans and specifications for purposes of compliance with any Storm Water Requirements. If the Development Plan is disapproved, Grantor shall give the reasons for such disapproval, and Grantee shall resubmit to Grantor a revised Development Plan incorporating Grantor's suggested revisions within thirty (30) days from the date of Grantee's receipt of Grantor's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved;

(h) Grantee further covenants that construction activities on the Property shall not occur between October 31st and December 31st of any given year. Notwithstanding the foregoing, after the initial construction of Grantee's improvements, Grantee shall be allowed to make repairs to its improvements in the period between October 31st and December 31st.

(i) Grantor reserves unto itself and its affiliates a perpetual sign easement over, under and on the Property for the installation, operation, maintenance, repair and replacement of a remote pylon or monument sign, if and only if such pylon or monument sign exists at the recording of the time of recording this Deed, together with a non-exclusive right of ingress and egress for activities associated with Grantor's operation of said easement area. Grantor further reserves unto itself, its successors and assigns, a perpetual easement over, under and on the Property for the installation, maintenance, repair and placement of any existing access areas, utilities or storm water drainage, if and only if such access areas or utilities serve adjacent property at Closing, together with a non-exclusive right of ingress and egress for activities associated with Grantor's use of said easement area; and

(j) All such covenants, conditions, restrictions, the Property Restrictions, the Noxious Use Restrictions, and approval rights shall be perpetual unless applicable law prohibits a perpetual restriction, in which case all such covenants, conditions, restrictions, the Property Restrictions, the Noxious Use Restrictions, and approval rights shall remain in effect for the maximum amount of time allowed by law but in no event fewer than one hundred (100) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, Restrictions and approval rights and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity, concerning the business conducted on the land adjacent to the Property.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the Parties that the Property is sold

"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2016, and thereafter.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Director of Land Development of the Grantor, Sam's East, Inc., and caused its corporate seal to be hereto affixed the 13 day of April, 2016.

SAM'S EAST, INC.,
An Arkansas corporation

By: _____
Jaime Howell
Director of Land Development

[SEAL]

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, on this April 13, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jaime Howell, to me personally known, who being by me duly sworn did say that she is Director of Land Development of the Grantor in the foregoing special warranty deed, and that the seal thereto affixed is the seal of said Sam's East, Inc., and that said special warranty deed was signed, sealed and delivered by her on behalf of said corporation by authority of its Manager, and said Jaime Howell acknowledged said special warranty deed to be the free act and deed of said corporation.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By: Dawn Michelle Griggs
Notary Public

DAWN MICHELLE GRIGGS
NOTARY PUBLIC
Benton County, Arkansas
My Commission Expires 8/15/2021
Commission Number 12383643

Exhibit "A"

LAND in Davidson County, Tennessee, being Lot No. 4, on the Plan of Final Plat Resubdivision of Lots 2 and 4, Phase III Westview Plaza, as shown on plat of record as Instrument No. 20010920-0101746, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of the property.

Being the same property conveyed to SAM'S EAST, INC., an Arkansas corporation by Quitclaim Deed of record in Instrument No. 20020715-0084949, in the Register's Office of Davidson County, Tennessee.

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is $450,000.00.

Fidelity National Title Insurance Company
By: _____
Affiant

Subscribed and sworn to before me, this the 18th day of April, 2016.

_____
Notary Public

My Commission Expires: 5-23-2016

