SPECIAL WARRANTY DEED

BILL GARRETT, Davidson County
Trans:T20160044768 DEEDWARRSP
Recvd: 05/26/16 16:20 6 pgs
Fees:33.00 Taxes:4070.00
20160526-0053380

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is **$1,100,000.00**.

Subscribed and sworn to before me, this the 25th day of May, 2016.

Notary Public

My Commission Expires: 5-30-17

TODD A. TRESSLER, II
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

THIS INSTRUMENT PREPARED BY
Bone McAllester Norton PLLC, 511 Union Street, Suite 1600, Nashville, TN 37219

Name and Address of New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
E40 Downtown LLC 140 Dixie Avenue Lebanon, Tennessee 37090-5358	**09310035500**	Same as Owner

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **RICHARD LEE BOGLE (as to a ½ undivided interest) and KENNETH DURRELL SMITH (as to a ½ undivided interest), as tenants in common** (collectively, the "Grantor"), has this day bargained and sold, and by these presents does hereby transfer and convey unto **E40 DOWNTOWN LLC, a Tennessee limited liability company** (the "Grantee"), its successors and assigns, forever, the following described tract or parcel of land located in Davidson County, State of Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein.

This is improved property known as 529 Fourth Avenue South, Nashville, Davidson County, Tennessee 37210.

This conveyance is made subject to such limitations, restrictions and encumbrances of record as may affect the premises, including, but not limited to those matters as shown on Exhibit "B" ("Permitted Encumbrances") attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD said tract or parcel of land, together with all the improvements thereon and all rights associated therewith and appurtenances thereto belonging unto the said Grantee, its successors and assigns, in fee simple, forever.

GRANTOR COVENANTS with Grantee that Grantor is lawfully seized and possessed of said property, that Grantor has a good and lawful right to sell and convey the same, and that said tract or parcel is free from any lien or encumbrance whatsoever, except as otherwise herein set out.

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

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

[The balance of this page intentionally left blank.]

[Signature page follows.]

[Signature page(s) to Special Warranty Deed]

WITNESS this the 25th day of May, 2016.

GRANTOR:

Richard Lee Bogle

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared RICHARD LEE BOGLE, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office, this 25th day of May, 2016.

Notary Public

My Commission Expires: 9-11-2017

CHRIS RAYBECK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 11, 2017

GRANTOR:

Kenneth Durrell Smith

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared KENNETH DURRELL SMITH, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office, this 25th day of May, 2016.

Notary Public

My Commission Expires: 9-11-2017

CHRIS RAYBECK
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 11, 2017

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

The south 40 feet of that certain lot or parcel of land in Davidson County, Tennessee, described according to a survey made by T. R. Sanford, Surveyor, dated September 13, 1967, as follows:

BEGINNING at a railroad spike on the westerly margin of 4th Avenue South, at the southeast corner of Tract No. 2 conveyed to K. O. Haury by deed from K. O. Haury and wife, of record in Book 3430, Page 630, Register's Office for Davidson County, Tennessee; thence with the center of an alley and Haury's southerly line, Westwardly 169 feet to an iron pin in the easterly margin of an alley; thence with said alley, Southwardly 177 feet 9 inches to an iron pin; thence Eastwardly 166.7 feet to the westerly margin of 4th Avenue South; thence with said Avenue, Northwardly 177 feet 9 inches to the beginning.

Being the same property conveyed to RICHARD LEE BOGLE (as to a ½ undivided interest), AND KENNETH DURRELL SMITH (as to a ½ undivided interest), as tenants in common by installment deed from ROBERTA F. AGEE of record in Book 9600, Page 879, Register's Office for Davidson County, Tennessee.

TOGETHER with beneficial rights as set forth in the Party Wall Agreement of record in Book 9600, Page 879, said Register's Office.

EXHIBIT "B"

PERMITTED ENCUMBRANCES

1. General or special taxes and assessments required to be paid in the year 2016 and subsequent years.

2. Party Wall Agreement of record in Book 9600, Page 879, Register's Office for Davidson County, Tennessee.

3. Rights of others in and to party walls.

4. All other limitations, restrictions and encumbrances of public record.