Davidson County DEEDWARRSP
Recvd: 07/28/16 08:16 6 pgs
Fees:33.00 Taxes:10367.73
20160728-0077519

ADDRESS NEW OWNER	MAP/PARCEL	SEND TAX BILLS TO:
War Eagle 1 Partnership 782 Melrose Avenue Nashville, TN 37211	Map 095-130 Parcel 017.00	Same as New Owner

This instrument prepared by:
Jack F. King, Jr.
Butler Snow LLP
150 3rd Avenue South, Suite 1600
Nashvile, TN 37201

SPECIAL WARRANTY DEED

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, **SHERRY C. ARLEDGE, SUCCESSOR TRUSTEE** of the Land Trust Agreement dated November 16, 2004, of record in Instrument No. 20041119-0139404, in the Register's Office for Davidson County, Tennessee, as modified by that certain Appointment of Successor Trustee of record as Instrument No. 20130823-0089226, said Register's Office ("Grantor"), has transferred, bargained, sold, granted and conveyed, and by these presents does hereby transfer, bargain, sell, grant and convey to **WAR EAGLE 1 PARTNERSHIP, a Tennessee general partnership** ("Grantee"), Grantee's successors and assigns, a 78.6% undivided interest in certain improved land in Davidson County, Tennessee, being more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the "Property").

This is improved property located at 720 Massman Drive, Nashville, Tennessee.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those exceptions listed on **Exhibit B**, attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property with all the appurtenances, estate, title and interest thereunto belonging or in any wise appertaining unto the Grantee, his heirs and assigns in fee simple forever.

Except for the Permitted Exceptions, Grantor further covenants and binds itself to warrant and forever defend title to the Property to the Grantee, Grantee's heirs and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor but no further or otherwise.

[signature page to follow]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed the 22nd day of July, 2016, to be effective July 27, 2016.

Sherry C. Arledge, Successor Trustee of the Land Trust Agreement dated November 16, 2004

By: Sherry C. Arledge
Name: Sherry C. Arledge
As: Successor Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Sherry C. Arledge, the bargainor, as Successor Trustee of the Land Trust Agreement dated November 16, 2004, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who acknowledged that she executed the within instrument for the purposes therein contained as such Successor Trustee on behalf of such Land Trust.

WITNESS my hand and official seal, at Nashville, Tennessee, this 22nd day of July, 2016.

[SEAL]

JEAN P. SHEARER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

Notary Public Jean P. Shearer

My Commission Expires: 7-3-17

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,802,090.00.

Affiant

Sworn to and subscribed before me this 27th day of July, 2016.

Notary Public

[SEAL]



My Commission Expires: 4-24-17

EXHIBIT A

Description of the Property

Land situated in the County of Davidson, State of Tennessee, being more particularly described as follows:

Being Lot No. 22 on the Revised Metropolitan Industrial Park, Section 17, as of record in Book 4470, page 112, Register's Office for Davidson County, Tennessee to which reference is made.

Being the same property conveyed to Sherry C. Arledge, Successor Trustee, by instrument of record in Instrument No. 201308230089226; as to that certain Land Trust Agreement set forth in Instrument No. 200411190139404; conveyed to J. T. Crain, Trustee in Instrument No. 200411190139405; as clarified as to additional beneficiaries in Instrument No. 201409250088255, in the Register's office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Taxes for 2016, a lien not yet due and payable.

2. All matters as shown on that certain plat of record in Plat Book 4470, page 112, Register's Office for Davidson County, Tennessee.

3. T.V.A. Easements of record in Book 437, page 28 and 49, said Register's Office.

4. Electric Power Board easement of record in Book 2017, page 589, said Register's Office.

5. Right of Way Easement of record in Book 4947, page 542, as affected by Advance Construction Damage Release of record in Book 4947, page 545, said Register's Office.

6. Rights of the railroad company to expand its right of way to its full charter width.

7. Lease dated October 1, 1999, as amended, by and between Valley Supply, Inc. and J.T. Crain, Hunter Short, William L. Traughber, Gilliam Traughber and Gilda T. Bowan.

8. Lease dated September 5, 2012, as amended, by and between Standard Candy Company, Inc., and J. T. Crain, Trustee.

True Copy Certification

I, Jay H. Smith, 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 therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

My Commission Expires: 6/20/2017

Notary Seal: