3800 Ezell Road
Land and Building
Nashville, Tennessee 37211

This instrument was prepared by:
J. Bryan Echols, Esq.
Waller Lansden Dortch & Davis LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219-8966

Davidson County DEEDWARRSP
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20160825-0088992

SPECIAL WARRANTY DEED

FROM: HAYWOOD OAKS EIGHT INVESTORS, LTD., a Texas limited partnership, Grantor

TO: 3800 HOLDINGS, LLC, a Tennessee limited liability company, a Texas limited partnership, Grantee

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
3800 Holdings, LLC 3022 Vanderbilt Place Nashville, Tennessee 37212-2516	Same	Part of 148-10-135

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is NINE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($9,350,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 22nd day of August, 2016.

NOTARY PUBLIC STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

MY COMMISSION EXPIRES: JANUARY 6, 2020

Notary Public
My Commission Expires: 1-6-20

e-RECORDED BY VERITAS TITLE GP # 16004928-SUP

FOR AND IN CONSIDERATION OF the sum of NINE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($9,350,000.00), the receipt and sufficiency of which are hereby acknowledged, HAYWOOD OAKS EIGHT INVESTORS, LTD., a Texas limited partnership ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto 3800 HOLDINGS, LLC, a Tennessee limited liability company ("Grantee"), its successors and assigns, a certain tract or parcel of land in Nashville, Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property known as 3800 Ezell Road, Nashville, Davidson County, Tennessee 37211.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

Any and all provisions of this Special Warranty Deed notwithstanding, the property conveyed herein and all improvements thereon are being conveyed in "AS IS, WHERE IS WITH ALL FAULTS" condition with no repairs to be made by Grantor and no warranty by Grantor as to

the fitness or defects of any nature or kind as to the property and any improvements on the property to Grantee, their successors, heirs and assigns. Grantor has not made and does not hereby make (except as expressly set forth in this deed) any representations or warranties of any nature, kind or character whatsoever, express or implied, with respect to the property or its improvements, its condition, (environmental, or otherwise), uses, fitness for any particular purpose, income to be derived therefrom or expenses to be incurred with respect thereto, and Grantor hereby disclaims and renounces any such representations or warranties, except as expressly set forth in and limited by that certain Purchase and Sale Agreement between Grantor and Grantee pursuant to which this Special Warranty Deed is executed and delivered.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Witness my hand this 23rd day of August, 2016.

GRANTOR:

HAYWOOD OAKS EIGHT INVESTORS, LTD., a Texas limited partnership

By: GREEN-RICH PROPERTIES, INC., a Texas corporation, its General Partner

By: Edna Meyer-Nelson
EDNA MEYER-NELSON
President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

Before me, JENNIFER THERIOT, a Notary Public of said County and State, personally appeared EDNA MEYER-NELSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President (or other officer authorized to execute the instrument) of GREEN-RICH PROPERTIES, INC., a Texas Corporation, the General Partner of HAYWOOD OAKS EIGHT INVESTORS, LTD., the within named bargainor, a Texas limited partnership, and that she as such President of the General Partner executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited partnership by herself as President of the General Partner.

Witness my hand and seal, at Office in HOUSTON (city), TEXAS (state), this 23 day of August, 2016.

NOTARY PUBLIC STATE OF TEXAS
JENNIFER THERIOT
My Commission Expires
April 29, 2018

Notary Public
My Commission Expires:

EXHIBIT A

PROPERTY DESCRIPTION

Tract 1:

Land in Davidson County, Tennessee, being Lot No. 1, on the Plan of Subdivision of Lot 2, Haywood Oaks- South & Vernon Park, as shown on plat of record in Plat Book Instrument No. 201502110012822, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of the property.

Tract 2:

Being an easement over a portion of Lot 2 of the Resubdivision of Lot 2, Haywood Oaks-South & Vernon Park Subdivision (Subdivision No. 2015S-007-001) said subdivision plat being recorded in Instrument No. 20150211-0012822, Register's Office for Davidson County, Tennessee and being more particularly described as follows:

Commencing on an iron pin located in the east right-of way line of Ezell Road, said point being at the northwest corner of said Lot 2 and the southwest corner of Lot 1 of said subdivision; thence with the north boundary line of said Lot 2 and the common boundary with said Lot 1, South 76°30'34" East, a distance of 30.34 feet to a point, said point being at the back of curb line and in the western edge of an access drive and being the TRUE POINT OF BEGINNING of this described easement;

Thence with the common boundary of said Lot 1 and Lot 2 and crossing the said access drive, South 76°30'34" East, a distance of 28.53 feet to a point at the back of curb line and in the eastern edge of an access drive;
Thence leaving the boundary of said Lot 1 and Lot 2 and with the back of curb line along the eastern edge of said access drive, South 17°17'18" East, a distance of 36.30 feet to a point;
Thence South 31°52'10" East, a distance of 7.14 feet to a point at the back of curb line around a parking lot;
Thence with the back of curb line of said parking lot the following calls:
South 81°57'05" East, a distance of 133.70 feet to a point;
South 07°39'51" West, a distance of 244.90 feet to a point;
North 82°17'37" West, a distance of 14.07 feet to a point;
South 71°18'09" West, a distance of 4.00 feet to a point;
South 22°08'46" West, a distance of 2.65 feet to a point;
South 10°37'43" West, a distance of 14.79 feet to a point;
North 81°54'57" West, a distance of 145.88 feet to a point;
North 05°12'39" East, a distance of 14.75 feet to a point ;
North 18°19'11" West, a distance of 3.62 feet to a point ;
North 63°31'39" West, a distance of 2.48 feet to a point ;
North 81°23'16" West, a distance of 14.14 feet to a point;
North 07°52'59" East, a distance of 244.85 feet to a point ;
South 81°49'53" East, a distance of 14.44 feet to a point;
North 68°48'38" East, a distance of 4.14 feet to a point, said point being at the back of curb line of said access drive;
Thence with the back of curb line along the western edge of said access drive, North 05°33'15" East, a distance of 4.14 feet to a point ;
Thence North 18°14'29" West, a distance of 39.21 feet to the Point of Beginning and containing 48,765 square feet or 1.12 Acres, more or less.

Being a part of the same property conveyed to Haywood Oaks Eight Investors, Ltd., a Texas limited partnership in Instrument No. 200710290127645 and Instrument No. 200710290127646, Register's Office for Davidson County, TN.

EXHIBIT B

PERMITTED ENCUMBRANCES

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

2. Subject to all matters shown on the Plan of record in Plat Instrument No. 201502110012822, and in Plat Book 7900, Page 193, Register's Office for Davidson County, Tennessee.

3. Easement to Humble Oil and Refinery Co. of record in Book 4237, Page 283, Register's Office for Davidson County, Tennessee.

4. Easement to Metropolitan Government of Nashville and Davidson County of record in Book 6288, Page 615, Register's Office for Davidson County, Tennessee.

5. Storm Water Detention Agreement of record in Book 7385, Page 495, Register's Office for Davidson County, Tennessee.

6. Short Form Lease Agreement of record in Book 10955, Page 604, Register's Office for Davidson County, Tennessee.

7. Lack of access to and from a controlled access highway, Interstate 24.

8. Rights of tenants, as tenants only, under recorded or unrecorded leases, without right of purchase. Tenants are as follows:

   a) AMEC Environment & Infrastructure Inc.
   b) Measurement Incorporated
   c) Powertel/Memphis, Inc. dba T-Mobile
   d) Lamar Tennessee, LLC

9. Notice of Land Use Restrictions of record as Instrument No. 200801110003403, Register's Office for Davidson County, Tennessee.

10. Access Easement Agreement by Haywood Oaks Eight Investors, Ltd. a Texas limited partnership of record as Instrument No. 201504160033615, Register's Office for Davidson County, Tennessee.

11. Survey No. 162-511 prepared by William J. Huffman, TN RLS #1754 of Civil & Environmental Consultants, Inc., and dated July 11, 2016, indicates the following:

   a) Asphalt paved drive crosses in northwesterly corner leading to property to the North.
   b) drainage line crosses in southeast.
   c) overhead utilities crossing in westerly line.
   d) underground telephone line crossing in southwesterly line.

True Copy Certification

I, Jason Craig, 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 TEXAS
County of HARRIS

Personally appeared before me, Sandra M. Paige, a notary public for this county and
state, Jason Craig 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: _____
Notary' Seal (if on paper)

