Prepared by:

Aana Jakob
Reed Smith LLP
Three Logan Square, Suite 3100
1717 Arch Street
Philadelphia, PA 19103

Davidson County	DEEDWARRSP
Recvd: 12/02/16 08:52	7 pgs
Fees:38.00 Taxes:11432.40	
20161202-0126386	

815601
1082

SPECIAL WARRANTY DEED

GREGEL SCHOOL PROPERTY IV, LLC, an Ohio limited liability company ("**Grantor**"), party of the first part, and **SCF RC FUNDING III LLC**, a Delaware limited liability company ("**Grantee**"), a Delaware limited liability company, party of the second part,

WITNESSETH: That for and in consideration of the sum of $10.00, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part that certain real property legally described on **Exhibit A** hereto, together with (a) any and all improvements on such real property; (b) all fixtures affixed to such real property or any improvements thereon; (c) all mineral, oil and gas rights, water rights, sewer rights and other utility rights allocated to such real property; (d) all leases and rental agreements relating to the real property (and improvements thereon) or any portion thereof; and (e) all appurtenances, easements, licenses, privileges and other property interests belonging or appurtenant to such real property (the real property described on Exhibit A, and all of the foregoing items in clauses (a) through (e) above, now or hereafter existing, are referred to collectively as the "**Property**"), subject only to the encumbrances described in **Exhibit B** attached hereto and made a part hereof (hereinafter called the "**Permitted Encumbrances**");

TO HAVE AND TO HOLD, all and singular, the Property to the party of the second part, their successors and assigns to their own use forever.

The said party of the first part does hereby covenant with the party of the second part that it is the lawful owner in fee of the Property, and that it has good right to sell and convey the same; and that the party of the first part will warrant and defend the same against all claims and demands arising through or under the party of the first part, but not further or otherwise, subject to the Permitted Encumbrances.

Whenever the word "***party***" is used herein, it shall mean "***parties***" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

Prior Instrument Reference: Quitclaim Deed dated February 28, 2007 and recorded March 1, 2007, in the Register's Office of Davidson County, Tennessee, as Instrument No. 20070301-0025598.

[Signatures appear on following page]

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officer as of this 14th day of November, 2016.

GRANTOR:

GREGEL SCHOOL PROPERTY IV, LLC, an Ohio limited liability company

By: _____
Name: Eliot N. Meyers
Title: Manager

STATE OF Ohio

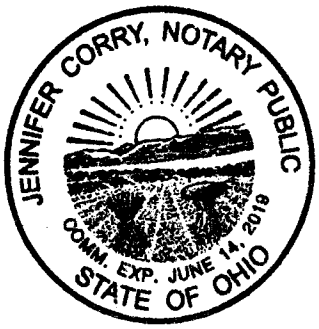
COUNTY OF Hamilton

Before me, Jennifer Corry, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Eliot N. Meyers, 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 Manager of GREGEL SCHOOL PROPERTY IV, LLC, an Ohio limited liability company, the within-named bargainor, and that he, as such Manager, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Manager.

WITNESS my hand and seal at office on this the 14 day of November, 2016.

_____
Notary Public

My Commission Expires:
06-14-2019



SCF/Gardner School
Deed – Nashville TN

****

(FOR RECORDING DATA ONLY)

Property Address:
601 Marriott Drive
Nashville, TN

Property Owner:

GREGEL SCHOOL PROPERTY IV, LLC
201 East 5th Street, Suite 1900
Cincinnati, OH 45202
Attn: Eliot N. Meyers

Map & Parcel Number:
Parcel Number 107-115.00

Mail tax bills to: (Person or Agency responsible for payment of taxes)

TGS Holdings, LLC
278 Franklin Road, Suite 100
Brentwood, TN 37027

This instrument prepared by:

Reed Smith LLP
Three Logan Square, Suite 3100
1717 Arch Street
Philadelphia, PA 19103

Return to:

First American Title
2425 E. Camelback Road, Suite 300
Phoenix, AZ 85016
Attn: Kristin Brown

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,089,838.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant:

GREGEL SCHOOL PROPERTY IV, LLC,
an Ohio limited liability company

By: _____
Name: Eliot N. Meyers
Title: Manager

Subscribed and sworn to before me this 14 day of November, 2016.

_____
Notary Public

My Commission Expires:
Oct. 14. 2019

JENNIFER CORRY, NOTARY PUBLIC
COMM. EXP. JUNE 14, 2019
STATE OF OHIO

EXHIBIT A

LEGAL DESCRIPTION

Address: 601 Marriott Drive, Nashville, TN

BEING A PARCEL OF LAND IN THE FIRST CIVIL DISTRICT OF DAVIDSON COUNTY, CITY OF NASHVILLE, TENNESSEE. SAID TRACT BEING BOUNDED ON THE NORTH BY HR NASH, LLC & SVF, ON THE EAST BY THE HIGHLANDS SUBDIVISION, ON THE SOUTH BY MARRIOTT DRIVE, AND ON THE WEST BY HR NASH, LLC, & SVF, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO AN ALTA/ACSM LAND TITLE SURVEY PREPARED BY: ADVANTAGE LAND SURVEYING - DATED FEBRUARY 23, 2007.

BEGINNING AT AN IRON ROD (SET) AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MARRIOTT DRIVE AND THE WESTERLY RIGHT-OF-WAY LINE OF ERMAC DRIVE; THENCE WITH SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS:

1. N 79°16'05" W 232.57' TO A CONCRETE MONUMENT; WITH A CURVE TO THE RIGHT 153.73' TO A POINT; SAID CURVE HAVING A CENTRAL ANGLE OF 41°12'30", A RADIUS OF 213.89', A TANGENT OF 80.41' AND A CHORD OF N 58°39'52"W, 150.54';

2. WITH A CURVE TO THE RIGHT 124.51' TO A CONCRETE MONUMENT, SAID CURVE HAVING A CENTRAL ANGLE OF 32°14'17", A RADIUS OF 221.28', A TANGENT OF 63.94', AND A CHORD OF N 21°56'27"W, 122.87';

3. THENCE; LEAVING SAID LINE WITH THE EASTERLY LINE OF LOT NO. 1 AS SHOWN ON THE PLAN OF SECTION 1, HIGHLAND RIDGE, AS OF RECORD IN BOOK 5800 PAGE 19 REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, N 84°19'14"E 61.71' TO AN IRON PIN;

4. THENCE; CONTINUING WITH SAID LINE N 48°43'07" E, 249.85' TO AN IRON PIN IN THE WESTERLY LINE OF THE HIGHLANDS AS OF RECORD IN BOOK 2663, PAGE 127, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE;

5. THENCE; WITH SAID LINE THE FOLLOWING CALLS:

S 04° 45' 03" E 155.30'
S 05° 19' 36" E 99.97'
S 40° 52' 03" E 201.27' TO THE POINT OF BEGINNING.

6. CONTAINING 69,981.4 SQUARE FEET OR 1.61 ACRES +/-

The foregoing property being also described as follows:

BEING A PARCEL OF LAND IN NASHVILLE, FIRST CIVIL DISTRICT, FOURTEENTH COUNCILMANIC DISTRICT, DAVIDSON COUNTY, TENNESSEE, LOCATED ON THE NORTHERLY SIDE OF MARRIOTT DRIVE, WEST OF ERMAC DRIVE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MARRIOTT DRIVE AND THE WESTERLY RIGHT-OF-WAY LINE OF ERMAC DRIVE;

THENCE, WITH SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS:

N 79° 14' 57" W 232.87 FEET TO A POINT; WITH A CURVE TO THE RIGHT 153.73 FEET TO A POINT; SAID CURVE HAVING A CENTRAL ANGLE OF 41° 11' 48", A RADIUS OF 213.81 FEET, A TANGENT OF 80.36 FEET AND A CHORD OF N 58° 39' 03" W, 150.44 FEET;

WITH A CURVE TO THE RIGHT OF 124.33 FEET TO AN IRON PIN, SAID CURVE HAVING A CENTRAL ANGLE OF 32° 22' 51", A RADIUS OF 220.00 FEET, A TANGENT OF 63.88 FEET, AND A CHORD OF N 21° 51' 43" W 122.69 FEET;

THENCE, LEAVING SAID LINE WITH THE EASTERLY LINE OF LOT NO. 1 AS SHOWN ON THE PLAN OF SECTION ONE, HIGHLAND RIDGE, AS OF RECORD IN BOOK 5800, PAGE 19, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, N 84° 19' 42" E 61.53 FEET TO AN IRON PIN;

THENCE CONTINUING WITH SAID LINE N 48° 42' 52" E, 250.01 FEET TO AN IRON PIN IN THE WESTERLY LINE OF THE HIGHLANDS AS OF RECORD IN BOOK 2663, PAGE 127, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE;

THENCE, WITH SAID LINE THE FOLLOWING CALLS:

S 04° 58' 31" E 155.26 FEET TO A POINT;
S 04° 56' 19" E 100.00 FEET TO AN IRON PIN;
S 04° 52' 03" E 201.26 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO GREGEL SCHOOL PROPERTY IV, LLC, AN OHIO LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED FROM JT ENTERPRISES-DONELSON, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 20070301-0025596, AND BY QUITCLAIM DEED OF RECORD IN INSTRUMENT NO. 20070301-0025598, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Plats of record in Plat Book 6250, Page 138 Register's Office for Davidson County, Tennessee.

2. Development Agreement of record in Book 5762, Page 677, said Register's Office.

3. Restrictive Covenants of record in Book 5762, Page 691, in said Register's Office.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6010, Page 732 in the Register's Office, Davidson County, Tennessee.

5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Main, Pumps and Appurtenances of record in Instrument No. 20050610-0066551.

6. Memorandum of Lease from Gregel School Property IV, LLC, an Ohio limited liability company to TGS Nashville – Marriott Drive, LLC, a Tennessee limited liability company successor by conversion to The Gardner School II, Incorporated, a Tennessee corporation, of record in Instrument No. 20070307-0028137, in the Register's Office of Davidson County, Tennessee.

True Copy Certification

I, Stefanie Robertson, 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.

Stefanie Robertson
Signature

State of AZ

County of Maricopa

Personally appeared before me, [Marie Soja], a notary public for this county and state, [Stefanie Robertson] who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Marie D Soja
Notary's Signature

My Commission Expires: 1-1-19

Notary' Seal (if on paper)

MARIE D. SOJA
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Jan. 1, 2019