Box 36
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STATE OF TENNESSEE, COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER FOR THIS TRANSFER IS $135,028.45.

_____
Affiant

Subscribed and sworn to me on December 20, 2016.

_____
NOTARY PUBLIC

My commission expires: _____

BOBBIE COOPER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES JULY 06, 2020

BILL GARRETT, Davidson County
Trans:T20160114167 DEEDWARRSP
Recvd: 12/28/16 13:48 4 pgs
Fees:23.00 Taxes:499.61
20161228-0136397

This document was prepared by:

Richard W. Sebastian
Ortale Kelley Herbert & Crawford
330 Commerce Street, Suite 110
Nashville, TN 37201

Address of New Owner:	**Send Tax Bill To:**	**Map & Parcel:**
Regent Homes, LLC **6901 Lenox Village Drive** **Suite 107** **Nashville, TN 37211**	**SAME ADDRESS** **AS NEW OWNER**	**188-10-A-056 CO (Lot 56)** **188-10-A-057 CO (Lot 57)** **188-10-A-058 CO (Lot 58)** **188-10-A-059 CO (Lot 59)** **188-10-A-060 CO (Lot 60)**

SPECIAL WARRANTY DEED

WM SUB CC, LLC, a Tennessee limited liability company (hereinafter called "***Grantor***"), in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid by **REGENT HOMES, LLC, a Tennessee limited liability company**, whose address is 6901 Lenox Village Drive, Suite 107, Nashville, TN 37211 (hereinafter called "***Grantee***"), the receipt and sufficiency of such consideration being hereby acknowledged and confessed, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY with special warranty covenants unto Grantee, and its successors and assigns, FOREVER, the real property located in the County of Davidson and the State of Tennessee, which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "***Property***").

SUBJECT TO, HOWEVER, (1) the current, non-delinquent general and special taxes for the fiscal year of the transfer of title, due and not yet payable; and (2) all matters of public record or otherwise known to or otherwise ascertainable by Grantee (said exceptions and encumbrances being called the "***Permitted Exceptions***").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns FOREVER, subject to the Permitted Exceptions, and, subject to the Permitted Exceptions, Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND SUBJECT TO THE ABOVE EXPRESS PROVISIONS OF THIS SPECIAL WARRANTY DEED, GRANTEE IS ACCEPTING THE PROPERTY IN AN "AS IS, WHERE IS," CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, FROM OR ON BEHALF OF GRANTOR, CONCERNING THE PROPERTY OR THIS SPECIAL WARRANTY DEED. WITHOUT LIMITING THE FOREGOING, GRANTOR HAS NOT, DOES NOT, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH REGARD TO COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, REGULATIONS, ORDERS OR REQUIREMENTS.

Notice is hereby given to all parties that Grantor's prior written consent is required as a condition precedent to the conveyance by Grantee of an interest in any lot that comprises the Property (each, a "***Lot***", and collectively, the "***Lots***") until the earlier of (i) the date which is ten (10) years after the date of the recordation of this Special Warranty Deed, or (ii) the date Grantee conveys fee simple title to such Lot to an unaffiliated entity or person acquiring the Lot for occupancy. For the avoidance of doubt, Grantor's prior written consent is not required as a condition precedent to the conveyance by Grantee of fee simple title to an improved Lot where the third party, unaffiliated grantee is acquiring the Lot for occupancy. This paragraph is included in this Special Warranty Deed for the purpose of recordation to give notice of the foregoing condition precedent to the sale of unimproved Lots. This paragraph is not a complete summary of the foregoing condition. Provisions of this paragraph shall not be used in interpreting the condition precedent to the sale of unimproved Lots and, in the event of a conflict between this paragraph and the Lot Purchase and Sale Agreement by and between Grantor and Grantee dated February 19, 2016 (as amended, the "***Lot Purchase and Sale Agreement***"), the provisions of such Lot Purchase and Sale Agreement shall govern and control.

[remainder of page intentionally left blank]
[signature page follows]

IN WITNESS WHEREOF, the undersigned has made, executed and delivered this Special Warranty Deed as of this 15th day of December, 2016.

"GRANTOR"

WM SUB CC, LLC,
a Tennessee limited liability company

By: WM Holdings OI, LLC,
a Delaware limited liability company,
its Sole Member and Manager

By: Walton WMOI Investor, LLC,
a Delaware limited liability company,
its Manager

By: WDH Management, Inc.,
a Delaware corporation,
its Manager

By: _____
Name: GORDON A. PRICE
Its: Authorized Signatory

By: _____
Name: RYAN J. KRETSCHMER
Its: Authorized Signatory

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on December 15th, 2016, by GORDON A. PRICE and RYAN J. KRETSCHMER, each an Authorized Signatory of WDH Management, Inc., a Delaware corporation, the Manager of Walton WMOI Investor, LLC, a Delaware limited liability company, the Manager of WM Holdings OI, LLC, a Delaware limited liability company, the Sole Member and Manager of WM Sub CC, LLC, a Tennessee limited liability company, to me known to be the persons who executed the foregoing instrument on behalf of said limited liability company, and acknowledged the execution of the same to be the free act and deed of said limited liability company. Witness my hand and official seal.

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
HECTOR MEZA
My Commission Expires July 6, 2020

_____
Notary Public

My commission expires: 7-6-2020

EXHIBIT "A"

THE PROPERTY

Land in Davidson County, Tennessee, being Lot Nos. 56, 57, 58, 59 & 60, as shown on the map entitled Carothers Crossing, Phase 2, Section 1, Lots 21-61, of record in Instrument No. 20070807-0093924, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being a portion of the same property conveyed to WM SUB CC, LLC, a Tennessee limited liability company by Deed from Walton Tennessee, LLC, a Tennessee limited liability company, of record in Instrument No. 20140523-0044819, Register's Office for Davidson County, Tennessee.