Bill Garrett Davidson County
Batch# 19475 DEEDWARRSP
10/30/2017 03:25:50 PM 5 pgs
Fees: $28.00 Taxes: $9,805.00
20171030-0111185

Special Warranty Deed

FROM: GMERE BUSINESS CENTER, LLC, a Texas limited liability company

TO: EP REAL ESTATE FUND III, LLC, a Tennessee limited liability company

Address New Owner as follows:	Send Tax Bills to:	Tax-Parcel No.
EP Real Estate Fund III, LLC Attn: John Eakin 1201 Demonbreun St., Suite 1400 Nashville, TN 37203	Same	Map: 133 Parcel: 144

THIS INSTRUMENT PREPARED BY: Thad H. Armstrong, Jackson Walker LLP, 1401 McKinney Street, Suite 1900, Houston, TX 77010

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $2,650,000.00.

John W Eakin
Affiant

Subscribed and sworn to before me, this the 24 day of October, 2017.

My commission expires JAN. 9, 2018
STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY
CLAUDIA VERESS

Claudia Veress
Notary Public
My Comm. Expires: 1-9-2018

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, GMERE BUSINESS CENTER, LLC, a Texas limited liability company, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto EP REAL ESTATE FUND III, LLC, a Tennessee limited liability company, hereinafter called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Nashville, Davidson County, State of Tennessee, described in **Exhibit A** attached hereto and incorporated herein.

Said property is transferred subject to the limitations, restrictions, and encumbrances described in **Exhibit B** attached hereto and incorporated herein and as set forth below.

1. Except for the warranties of title as set forth herein and except as expressly stated in that certain Agreement for Purchase and Sale dated as of August 2, 2017 (the "Agreement") by and between GRANTOR and GRANTEE, GRANTOR has not made and does not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the property, the suitability of the property for any and all activities and uses which GRANTEE may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, except as expressly stated in the Agreement, GRANTOR does not make any representations regarding hazardous materials or the environmental condition of the property.

2. As a material part of the consideration for the Agreement and the purchase price, GRANTEE hereby agrees to accept the property in its "as-is, where is" condition and with all faults, and without representations and warranties of any kind, express or implied, or arising by operation of law, except the special warranties of title set forth herein and those representations and warranties expressly set forth in the Agreement.

3. This is improved property located at 652 Grassmere Park, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through and under GRANTOR (other than claims arising out of the matters set forth above), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

END OF PAGE

WITNESS its hand this 26 day of October, 2017.

GMERE BUSINESS CENTER, LLC

By: _____
Edna Meyer-Nelson, its Manager

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, 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 the Manager of GMERE BUSINESS CENTER, LLC, a Texas limited liability company, the within named bargainor, and that she as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself as Manager.

Witness my hand and seal, at office in Houston TX, this the 25 day of October, 2017.

DONNA SPELL
My Commission Expires
April 29, 2018

_____
NOTARY PUBLIC in and for
the State of TEXAS

My Commission Expires: 4/29/18

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 6B, as shown on the map entitled the Subdivision of Lot No. 6 of the Re-subdivision of Lot 5 and 6, Section Four Grassmere, of record as Instrument No. 20031023-0156773, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to GMERE Business Center, LLC, a Texas limited liability company, by Special Warranty Deed from Duke Realty Limited Partnership, an Indiana limited partnership, dated December 28, 2007, of record in Instrument No. 20071231-0149255, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. All matters appearing on the map of record in Instrument No. 20031023-0156773, Register's Office for Davidson County, Tennessee.

2. Restrictions of record in Book 6008, page 866, amended in Book 6280, page 524 and Instrument No. 20000531-0053960, Register's Office for Davidson County, Tennessee.

3. Declaration and grant of joint ingress and egress easement of record in Instrument No. 20031119-0168800, Register's Office for Davidson County, Tennessee.

4. Stormwater Detention Agreement of record in Instrument No. 20030916-0136166, Register's Office for Davidson County, Tennessee.

5. Agreement of record in Book 6008, page 895, Register's Office for Davidson County, Tennessee.

6. Joint driveway agreement of record in Book 10514, page 760, Register's Office for Davidson County, Tennessee.

7. Rights of T-Mobile PCS Holdings LLC, f/k/a VoiceStream PCS Holding, LLC, as a tenant only and without options to purchase or rights of first refusal, under that certain unrecorded Parking Lease dated August 21, 2003, as amended by that certain unrecorded First Amendment to Lease dated December 7, 2016.

8. All matters shown on that certain survey entitled "A.L.T.A./N.S.P.S. Land Title Survey of Lot 6B, Plan of Lot 6, Resubdivision of Lot 5 & 6, Section Four Grassmere", prepared by Barge, Waggoner, Sumner & Cannon., Bearing the seal and certification of Judy L. Judson, Tennessee Registered Land Surveyor No. 1935, prepared as of October 2, 2017.

9. Taxes for the year 2018 and subsequent years not yet due and payable.