LIMITED WARRANTY DEED

Bill Garrett Davidson County
Batch# 35397 **DEEDWARR**
12/08/2017 10:33:09 AM 7 pgs
Fees: $38.00 Taxes: $8,325.00

20171208-0125407

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $2,250,000.00.

Subscribed and sworn to before me, this the 6th day of December, 2017.

Notary Public

My Commission Expires: 3/8/2021

M CORRIVEAU STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES MARCH 8, 2021

THIS INSTRUMENT PREPARED BY
Midtown Title, LLC
1704 Charlotte Avenue #105
Nashville, TN 37203

Address New Owner:	Send Tax Bills To:	Map-Parcel Numbers:
Stratos Development Group, LLC 639 East Main Street, Suite B202 Hendersonville, TN 37075	New Owner	072-06-0-220.00 072-06-0-219.00 072-06-0-221.00

STATE OF TENNESSEE)
) **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DAVIDSON)

This Indenture, made as of the date set forth below, between **MILTON NEELY, BRAD WILSON AND JASON POTTER, SOLEY IN THEIR CAPACITY AS TRUSTEES FOR POINT OF MERCY F/K/A EAST NASHVILLE UNITED PENTECOSTAL CHURCH,** a Tennessee non-profit corporation (referred to hereinafter as "Grantor"), and **STRATOS DEVELOPMENT GROUP, LLC,** a Tennessee limited liability company (referred to hereinafter as "Grantee").

WITNESSETH:

That **MILTON NEELY, BRAD WILSON AND JASON POTTER, SOLEY IN THEIR CAPACITY AS TRUSTEES FOR POINT OF MERCY F/K/A EAST NASHVILLE UNITED PENTECOSTAL CHURCH,** a Tennessee non-profit corporation, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, hereby bargains and sells and does hereby transfer and convey unto **STRATOS DEVELOPMENT GROUP, LLC,** a Tennessee limited liability company and Grantee's successors and assigns, (a) that certain land located in Davidson County, Tennessee, as further described in **Exhibit "A"**, attached and incorporated by reference and being commonly known as

improved property located at 1056, 1060 & 1064 E. Trinity Lane, Nashville, Tennessee 37216; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of way.

The property and property rights described in (a) and (b) above shall be hereinafter collectively referred to the **"Subject Property".**

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters herein stated, (b) all matters of record including those matters set forth in **Exhibit "B"** attached hereto and incorporated by reference herein for all purposes, but only to the extent such matters are valid, subsisting ad affect the Subject Property (the "**Permitted Exceptions**"), and (c) taxes for the year 2018.

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATION WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONVENING, OR WITH RESPECTS TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE SUBJECT PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT C.F.R., PART 261, OR THE DOSPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OR ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATION PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLEY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGED AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE

PROVIDED WITH RESPECTS TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with the Grantee, its successors and assigns, that Grantee in lawfully seized in fee simple of the aforesaid premises, that the same is free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 2018, that it has a good right to sell and convey the same to Grantee as aforesaid and that it will warranty and forever defend, all and singular, the Subject 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.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this the 6th day of December, 2017.

GRANTOR

POINT OF MERCY F/K/A EAST NASHVILLE UNITED PENTECOSTAL CHURCH, a Tennessee non-profit corporation

By: Milton H. Neely Jr.
Milton Neely, Trustee

By: Brad Wilson
Brad Wilson, Trustee

By: Jason Potter
Jason Potter, Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Milton Neely, Brad Wilson and Jason Potter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Trustees of Point of Mercy f/k/a East Nashville United Pentecostal Church, a Tennessee non-profit corporation, and that they as such Trustees being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of Point of Mercy f/k/a East Nashville United Pentecostal Church by the said Milton Neely, Brad Wilson and Jason Potter as such Trustees.

Witness my hand and seal, at office in Nashville, Tennessee, this the 6th day of December, 2017.

C M CORRIVEAU
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES MARCH 8, 2021

C.M. Corriveau
Notary Public
My commission expires: 3/8/2021

EXHIBIT "A"

LEGAL DESCRIPTION

Tract One:
Land in Davidson County, Tennessee, being Lots No. 17 and 18 on the Plan of Dr. E. T. Brown's Subdivision of the J. B. King Land, as of record in Book 332, Page 69, Register's Office for said County.

Said Lot No. 17 fronts 50 feet on the Southerly side of Trinity Road and runs back 349.5 feet on the Easterly line and 344 feet on the Westerly line, to a dead line, measuring 50.3 feet thereon.

Said Lot No. 18 fronts 50 feet on the Southerly side of Trinity Road and runs back 344 feet on the Easterly line and 346 feet on the Westerly line, to a dead line, measuring 50.3 feet thereon.

Including and excluding therefrom a strip of land of an average width of six feet across the front of said lots conveyed to Davidson County for widening Trinity Lane, by A. E. Umble and wife, by right-of-way of record in Book 1727, Page 583, said Register's Office.

Being the same property conveyed to J. F. Johnson, Pat B. True, and Robert DePriest, Trustees for the East Nashville United Pentecostal Church by Installment Deed from Henry R. Davis and wife, Edwene Davis, recorded on the 18th day of October, 1963 in Deed Book 3641, Page 438, in the Register's Office of Davidson County, Tennessee.

Tract Two:
Being Lots Nos. 19 and 20, on the Plan of Dr. E. T. Brown's Subdivision of the J. B. King Land, Davidson County, Tennessee, a plan of which is of record in Book 333, Page 69, Register's Office for said County, and more fully described as follows:

Said Lots Nos. 19 and 20 fronts 50 feet each (together 100 feet) on the South side of Trinity Lane and run back between parallel lines to a dead line, the East line of lot No. 19 being 340 feet long, and the West line of No. 19 and the East line of lot No. 20 being 333.3 feet long, and the West line of lot No. 20 being 322.4 feet long.

Being the same property conveyed to Trustees of the East Nashville United Pentacostal Church by Installment Deed from Hillrup V. Todisman, a widower, recorded on the 21st day of May, 1970 in Deed Book 4419, Page 212, in the Register's Office of Davidson County, Tennessee.

Tract Three:
Land in Davidson County, Tennessee, being Lots Nos. 15 and 16 on the Plan of Dr. E. T. Brown's Subdivision of the J. B. King Land, as of record in Book 332, Page 69, Register's Office for said County.

Said Lots Nos. 15 and 16 fronts together 100 feet on the Southerly side of Trinity Lane as widened

and run back 349-1/2 feet on the Westerly line and 360-1/2 feet on the Easterly line to a dead line, measuring 100.6 feet thereon, including but excluding therefrom a strip of land of an average width of six feet across the front of said lots, conveyed to Davidson County for widening Trinity Lane, by Mrs. Chas. A. Goad, by right of way of record in Book 1727, Page 561.

Being the same property conveyed to East Nashville United Pentecostal Church by Warranty Deed from Robert E. Watts and Frank S. King, Jr., Co-Executors under the will of Jocie N. Watts, deceased, recorded on the 7th day of September, 1979 in Deed Book 5495, Page 327, in the Register's Office of Davidson County, Tennessee.

See also Articles of Amendment to the Charter in Instrument No. 20121022-0096664.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Property taxes for the year 2018 and thereafter, not yet due and payable for Tax/Parcel Identification No. 072-06-0-220.00, 072-06-0-219.00 and 072-06-0-221.00.

2. All matters shown on the plat of DR. E. T. BROWN'S SUBDIVISION OF THE J. B. KING LAND, as recorded in Plat Book 332, Page(s) 69, Registers' Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage as set forth in instrument recorded in Book 4243, Page 958, Register's Office for Davidson County, Tennessee (as to Tract One).