Karen Y Johnson Davidson County
Batch# 149419 DEEDWARRSP
10/05/2018 10:42:30 AM 5 pgs
Fees: $28.00 Taxes: $34,410.00
20181005-0099045

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
AARNA Joint Venture Attn: Chirag Patel 208 N. Thompson Lane Murfreesboro, Tennessee 37129	Map/Parcel No. 14200015900	Same Address As New Owner

This instrument prepared by: David A. Rutter, Esq., Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, Tennessee 37203

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, BSM BELLE FOREST, LLC, a Tennessee limited liability company (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to AARNA JOINT VENTURE (the "Grantee"), Grantee's successors and assigns, the real property described on **Schedule 1**, which is attached hereto and incorporated herein by reference (the "Property"), together with all rights, interests, easements and hereditaments appurtenant thereto.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on **Schedule 2**, attached hereto and incorporated herein by reference (collectively, the "Permitted Encumbrances").

This is improved property commonly known as 7040 Highway 70 South, Davidson County, Nashville, Tennessee.

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

Grantor covenants with the Grantee, its successors and assigns, that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances. Grantor covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $9,300,000.00

Affiant

Subscribed and sworn to before me this 2nd day of October, 2018.

STEPHANIE G. COLVIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires JAN. 6, 2020

Notary Public
My Commission Expires: 1/6/20

Except as otherwise expressly provided in this deed or any other written agreement executed by Grantor, by acceptance of this Deed, Grantee acknowledges and agrees that: Grantor has not made, is not making and specifically disclaims and negates any warranties, representations, guarantees or assurances (express or implied) regarding the Property or any rights, interests, easements and hereditaments appurtenant thereto; (ii) Grantee is purchasing the Property "As-Is, Where-Is" with all faults and all latent or patent defects; and (iii) Grantee, on behalf of itself and its successors and assigns, shall be deemed to have waived, released and discharged Grantor from all claims that Grantee or its successors or assigns has or may have against Grantor relating to the Property, whether known or unknown, existing or arising in the future, including, but not limited to, claims for contribution or indemnity under any environmental laws.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 3 day of October, 2018.

GRANTOR:

BSM BELLE FOREST, LLC, a Tennessee limited liability company

By: _____
Name: Carl Story
Title: President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Stephanie Colvin, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carl Story, 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 President of BSM BELLE FOREST, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such President of the bargainor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company, by himself in his capacity as President.

Witness my hand seal at office this 3 day of October, 2018.

STEPHANIE G. COLVIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JAN. 6, 2020

_____
Notary Public

My Commission Expires: 1/6/2020

SCHEDULE 1 TO DEED

PROPERTY DESCRIPTION

A certain tract of land in Davidson County, Tennessee, being a portion of Lot 2 on the plan of Belle Forrest Shopping Center, as of record in Book 4175, page 124, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Also described as follows:

BEGINNING at a point in the northerly right-of-way of U.S. 70-S, said point being 264.64 feet east of the centerline of Old Hickory Boulevard; thence North 25° 13' West 135.00 feet; thence North 89° 41' West 159.19 feet to a point in the existing easterly right-of-way margin of Old Hickory Boulevard, said point being 30 feet from centerline of road; thence along the existing easterly right-of-way margin of Old Hickory Boulevard on a curve to the right, radius 1,402.63 feet, 314.14 feet to a point; thence leaving the right-of-way margin of Old Hickory Boulevard on a line North 64° 47' East 353.7 feet to an iron pin; thence South 25° 13' East 469.60 feet to an iron pin, said point being in the northerly right-of-way margin of U.S. 70-S; thence along the northerly margin of U.S. 70-S, South 64° 47' West 375.99 feet to the point of beginning, said tract containing an area of 4.571 acres.

LESS AND EXCEPT that portion of the above-described land conveyed to the State of Tennessee by instrument of record in Book 7951, Page 196, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to BSM Belle Forest, LLC, a Tennessee limited liability company by Deeds of record in Instrument No. 20101217-0100656 and Instrument No. 20101217-0100657, Register's Office for Davidson County, Tennessee.

SCHEDULE 2 TO DEED

PERMITTED ENCUMBRANCES

1. Real Estate taxes for the year 2018, a lien, which are not yet due and payable.

2. Matters shown on the Plan of record in Plat Book 4175, page 124, Register's Office for Davidson County, Tennessee.

3. Easement of record in Book 7951, page 196, Register's Office for Davidson County, Tennessee.

4. Easement for motor vehicles access of record in Book 4433, page 935, as corrected in Book 4547, page 508, Register's Office for Davidson County, Tennessee.

5. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument No. 20110629-0049466, Register's Office for Davidson County, Tennessee.

6. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances of record in Instrument No. 201106290049467, Register's Office for Davidson County, Tennessee.

Certificate of Authenticity

I, Heather Wood, 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.

Heather Wood

Signature

State of Tennessee

County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and state, Heather Wood who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Brina Mathis

Notary's Signature

My Commission Expires: 4-21-2020

Notary's Seal (if on paper)

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY