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THIS INSTRUMENT PREPARED BY:
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Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

Karen Y Johnson Davidson County
Batch# 157737 DEEDWARRSP
11/08/2018 03:15:30 PM 7 pgs
Fees: $38.00 Taxes: $370.00
20181108-0110832

ADDRESS OF NEW OWNER:	**SEND TAX BILL TO:**	**MAP-PARCEL:**
Athens Way Nashville, LLC 1020 N.E. Loop 410, Suite 700 San Antonio, Texas 78209	SAME AS NEW OWNER	A portion of #07011000400

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 considerations, the receipt of which is hereby acknowledged, **TENNESSEE FOOTBALL, INC.,** a Delaware corporation (hereinafter the "Grantor"), has this day bargained and sold, and does hereby transfer, convey and warrant to **ATHENS WAY NASHVILLE, LLC**, a Delaware limited liability company (hereinafter the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit:

> A tract or parcel of land located in Nashville, Davidson County, Tennessee (the "Land") and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference, together with: (i) all buildings, fixtures, structures and improvements thereon, if any; (ii) any strips or gores between the Land and all abutting properties, if any; (iii) all right, title and interest, if any, of Grantor in and to any land lying in the bed of any street, road, alley, railroad, spur, access way, easement (whether public, utility, or otherwise), or right of way (each, a "Right of Way"), opened, proposed, vacated, closed, or abandoned, in front of, at a side of, or adjoining the Land, to the centerline of such Right of Way; (iv) all right, title, and interest, if any, of Grantor in and to all Rights of Way and ingress and egress easements relating to the Land, whether surface, subsurface or otherwise; (v) all right, title and interest, if any, of Grantor in and to all water, water rights, minerals, and mineral interests of any kind or character in, on, under or otherwise pertaining to the Land or any other aspect of the Property; (vi) all right, title and interest, if any, of Grantor in and to all governmental or quasi-governmental permits, approvals, authorities, licenses, consents and bonds, if any, of any kind or character pertaining to the Land; (vii) all right, title, and interest, if any, of Grantor in and to all permits, contracts, drainage facilities and easements and rights of any kind or character to receive utilities services for the Land (including, without limitation, utility capacity, equivalent dwelling units, and impact fees pertaining to the Land); (viii) all right, title and interest, if any, of Grantor in and to all other transferable rights, privileges and appurtenances belonging or in any way pertaining to the Land (including, without limitation, all vested rights and entitlements pertaining to the

Land); (the Land, together with all appurtenances described subsections (i)-(viii) above are hereinafter collectively referred to as the "Property").

This is unimproved property located in Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD said Property, with the appurtenances, estate, title and interest thereto belonging or in any wise appertaining, to the said Grantee and its successors and assigns, forever.

Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and has a good right and lawful authority to sell and convey the Property; and that the Property is free from all encumbrances made or suffered by Grantor, subject only to those matters shown on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions"). Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to the Property against the lawful claims of all persons claiming by, through or under it but not further or otherwise, subject to the Permitted Exceptions.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantor has executed this instrument on this 5th day of Nov. 2018.

TENNESSEE FOOTBALL, INC.,
a Delaware corporation, successor by merger to
Tennessee Football, LP,
a Tennessee limited partnership

By: _____

Name: Burke Nihili

Its: VP & General Counsel

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Burke Nihili, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the VP & General Counsel of Tennessee Football, Inc., successor by merger to Tennessee Football, LP, a Tennessee limited partnership, the within named bargainor, a Delaware corporation, and that he/she as such VP & General Counsel being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Tennessee Football, Inc. by himself/herself as VP & General Counsel.

WITNESS my hand and official seal at Nashville, Tennessee, this 5th day of November, 2018.

Dana B. Smith
Notary Public

My Commission Expires: 9/7/2021

D. SMITH
NOTARY PUBLIC
STATE OF TENNESSEE
COUNTY OF DAVIDSON
MY COMMISSION EXPIRES: SEPTEMBER 07, 2021

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 100,000.00.

Affiant

Subscribed and sworn to before me this 6th day of November, 2018.

Notary Public

My Commission Expires: 6/21/2021

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

EXHIBIT A

DESCRIPTION OF LAND

Being a parcel of land in Nashville, Urban Services District, Second Councilmanic District, Davidson County, Tennessee, located on the southerly side of Great Circle Road, west of Athens Way, being a portion of Lot 36 as shown on the plan of Section Two, Metrocenter as of record in Book 5200, Page 237, R.O.D.C., and being more particularly described as follows:

BEGINNING, at a point in the southerly right-of-way lines of Great Circle Road, said point being N 77° 05' 19" W, 519.72 feet from the westerly terminus of a curve return to the westerly right-of-way line of Athens Way;

THENCE, leaving said right-of-way line with the westerly line of Tract 18, Metrocenter as of record in Book 5200, Page 50, R.O.D.C. the following calls:

With a curve to the left 427.26 feet to a point, said curve having a central angle of 60° 00' 00", a radius of 408.00 feet, a tangent of 235.56 feet and a chord of S 72° 54' 41" W, 408.00 feet;

S 42° 54' 41" W, 185.00 feet to a point;

With a curve to the right 53.81 feet to a point, said curve having a central angle of 07° 51' 53" a radius of 392.00 feet, a tangent of 26.95 feet and a chord of S 46° 50' 38" W, 53.77 feet;

THENCE with a severance line the following calls:

S 66° 09' 09" E, 100.00 feet;

N 30° 33' 32" E, 409.10 feet to the southerly right of way of Great Circle Road;

THENCE, with the southerly right of way of Great Circle Road S 77° 05' 19" E, 450.00 feet to the point of beginning;

Containing 73,900 square feet or 1.70 acres more or less.

Described according to a survey prepared by Judy L. Judson, RLS No. 1935, Barge Design Solutions, File No. 3184317, dated February 15, 2018, last revised October 30, 2018.

Being a portion of the same property conveyed to Tennessee Football, L.P., a Tennessee limited partnership from MetroCenter Holdings, Inc., a Tennessee corporation by deed of record in Book 10933, Page 809 the Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2019 and subsequent years, not yet due and payable.

2. All matters shown on plat of record in Book 5200, page 237, in the Register's Office of Davidson County, Tennessee.

3. Article VI contained in the Restrictive Covenants of record in Book 5242, page 389, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Declaration of Agreements, Charges, Assessments and Liens, by and between Metrocenter Properties, a Tennessee general partnership and Metrocenter Improvements Association, Inc., of record in Book 7487, page 952, as amended in Book 10602, page 499, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Declaration of Restrictive Covenant, by MetroCenter Holdings, Inc., a Tennessee corporation, of record in Book 9420, page 176, in the Register's Office of Davidson County, Tennessee.

6. Terms, provisions, conditions, restrictions and easements in Metro Council Bill No. O73-608.

7. Terms and provisions of Declaration of Special Covenants and Restrictions, by Tennessee Football L.P., a Tennessee limited partnership, of record in Book 10933, page 814, in the Register's Office of Davidson County, Tennessee.

True Copy Certification

I, Jay H. Smith, 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 therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 6/21/2021

Notary Seal:

