Prepared by:
Record and Return to:
Chapman and Rosenthal Title, Inc
2002 Richard Jones Rd., Ste 203-A
Nashville, TN 37215

Karen Y Johnson Davidson County
Batch# 161528 DEEDWARR
11/16/2018 08:49:57 AM 6 pgs
Fees: $33.00 Taxes: $2,812.00

20181116-0112884

LIMITED WARRANTY DEED

VIRGINIA ANDERSON NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY MY COMMISSION EXPIRES NOVEMBER 8, 2021

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I hereby swear or affirm that the actual consideration or value, whichever is greater, for this transaction is $760,000.00.

Subscribed and sworn to before me, this the 14th day of November. 2018.

Notary Public

My Commission Expires: _____

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

Address New Owner:	Send Tax Bills To:	Map-Parcel Numbers:
Basecamp Holdings, LLC 7895 Heaton Way Nashville, TN 37211	New Owner	118-08-0-230.00 118-08-0-231.00 118-08-0-232.00

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

This Indenture, made as of the date set forth below, between **SHEET METAL WORKS, LLC**, a Tennessee limited liability company (referred to hereinafter as "Grantor"), and **BASECAMP HOLDINGS, LLC**, a Delaware limited liability company (referred to hereinafter as "Grantee").

WITNESSETH:

Grantor, 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 Grantee and its 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 2515 Cruzen Street, Nashville, Tennessee 37211; 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 and affect the Subject Property (the "**Permitted Exceptions**").

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 2017, which have been prorated as of the date hereof an payment of which is assumed by Grantee), 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 12th day of November, 2018.

GRANTOR

SHEET METAL WORKS, LLC,
a Tennessee limited liability company

By: _____
Steve Curnutte, Member

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Steve Curnutte, on behalf of Grantor Sheet Metal Works, LLC, who I personally know or who proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a Member of the within named bargainor, and that he executed the foregoing instrument on behalf of the Grantor for the purpose therein contained, by personally signing his name.

Witness my hand and seal, at office in Nashville, Tennessee, this the 12th day of November, 2018.

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

_____
Notary Public
My commission expires: 3/8/2021

EXHIBIT "A"

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lots Nos. 181, 182 and 183 on the Map of Grandview Heights, as of record in Book 161, Page 14 and 15, Register's Office for said County.

Said Lot Nos. 181, 182 and 183 each front 50 feet on the westerly side of Cruzen Street and run back between parallel lines 150 feet to an alley.

Being a portion of the property conveyed to Sheet Metal Works, LLC, a Tennessee limited liability company by Limited Warranty Deed from Jerry N. Gomer, dated September 5, 2017, recorded September 13, 2017, of record in Instrument No. 20170913-0093463, Register's Office for Davidson County, Tennessee; and further, being a portion of the same property conveyed to Jerry N. Gomer and Daniel H. Jones by deed of record in Book 4966, Page 942, in the Register's Office for Davidson County, Tennessee. The said Daniel H. Jones having conveyed his interest to Jerry N. Gomer by Warranty Deed of record in Book 5718, Page 393, said Register's Office. See also Quitclaim Deed of record in Book 7918, page 982, said Register's Office.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. This Conveyance is subject to the matters set forth below, if any, as well as any and all zoning regulations, building restrictions, setback lines, conditions, covenants, and restrictions (as may be amended or supplemented), all easements, utility easements or rights of ways for public utilities that appear in the appropriate public record.

2. Davidson County taxes for the year 2019 and thereafter, not yet due and payable.

3. All matters shown on Plat of record in Book 161, Pages 14 and 15, in the Register's Office of Davidson County, Tennessee.