THIS INSTRUMENT PREPARED BY: **C. Tucker Herndon** **Burr & Forman LLP** **222 Second Avenue South, Suite 2000** **Nashville, TN 37201**	STATE OF TENNESSEE COUNTY OF DAVIDSON The actual consideration or value, whichever is greater, for this transfer is $8,500,000.00. Affiant Subscribed and sworn to before me, this 3rd day of September, 2019. Notary Public My Commission Expires: May 3, 2021

DANIELLE DUNN NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires MAY 3, 2021

Karen Johnson Davidson County
Batch# 280821 DEEDWARRSP
09/05/2019 09:10:35 AM 5 pgs
Fees: $28.00 Taxes: $31,450.00
20190905-0089613

SPECIAL WARRANTY DEED

Address New Owners:	Send Tax Bills To:	Map-Parcel Number(s):
200 Cumberland Bend, LLC PO Box 24512 Nashville, TN 37202	New Owner	071-13-0-006.00 and 071-13-0-018.00

FOR AND IN CONSIDERATION of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **200 CUMBERLAND BEND REAL ESTATE PARTNERSHIP**, a Tennessee general partnership ("Grantor"), has bargained and sold, and does hereby transfer and convey unto **200 CUMBERLAND BEND, LLC**, a Tennessee limited liability company, ("Grantee"), Grantee's successors and assigns, the following described tracts or parcels of land located in Davidson County, Tennessee, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Land").

The Land is improved property located at 200 Cumberland Bend, Nashville, Tennessee 37228. The address is believed to be accurate, but such address is not part of the legal description. In the event of any discrepancy, the legal description herein shall control.

TO HAVE AND TO HOLD said Land together with all the improvements and fixtures thereon and all easements, privileges and appurtenances thereunto belonging (collectively "Property") unto the said Grantee, and Grantee's successors and assigns forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seized and possessed of said Property; that Grantor has a good right to sell and convey the Property; and that other than those matters set forth in Exhibit B, which is attached hereto and incorporated herein by reference the Property is unencumbered.

GRANTOR FURTHER COVENANTS with the said Grantee and binds Grantor and Grantor's successors and assigns, to warrant and forever defend the title and quiet possession thereto of said Property to the said Grantee, and Grantee's successors and assigns, against the lawful claims and demands of all persons claiming by, through or under Grantor, but no further or otherwise.

(Remainder of Page Left Intentionally Blank; Signature Page Follows)

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective for all purposes as of the ____ day of _____, 2019.

GRANTOR:

200 CUMBERLAND BEND REAL ESTATE PARTNERSHIP,
a Tennessee general partnership

By: **ASHLEY REAL ESTATE PARTNERSHIP, LLC,**
a Tennessee limited liability company
Its: Managing General Partner

By: _____
Bart E. Ashley, Sr., Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public of the State and county mentioned, personally appeared Bart E. Ashley, Sr., 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 Chief Manager of Ashley Real Estate Partnership, LLC, a Tennessee limited liability company and Managing General Partner of the 200 Cumberland Bend Real Estate Partnership, a Tennessee general partnership, the within named bargainor, and that as such Chief Manager of the Managing General Partner, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the general partnership, as such Chief Manager of the Managing General Partner.

Witness my hand and seal, at office, this 27th day of August, 2019.

Pamela R. Dunaway
Notary Public

My Commission Expires: 5/9/2023

PAMELA R. DUNAWAY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires
May 9, 2023

EXHIBIT A

Legal Description

Tract 1:

Land in Davidson County, Tennessee, being Lot 1, as shown on the map entitled Cumberland Bend Business Park, Section 1, of record in Plat Book 4885, page 165, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.

Tract 2:

Land in Davidson County, Tennessee, being Lot 1, as shown on the map entitled Cumberland Bend Business Park, Section 8, of record in Plat Book 7900, page 376, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.

Being the same property conveyed to 200 Cumberland Bend Real Estate Partnership, by deed of record in Instrument No. 20011228-0143861, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Real estate taxes and assessments for the fiscal year 2019 and subsequent years for Map-Par. 071-13-0-006.00 (Tract 1) and 071-13-0-018.00 (Tract 2), a lien, but not yet due or payable. If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.

2. The following matters shown on the Plan of record in Plat Book 4885, page 165, said Register's Office: (Tract 1)

   a) 20' Sanitary Sewer Easement along South line and Southwest corner of property
   b) 25' Public Utility Easement along West line of property
   c) 10'X20' Electric Easement Northwest Corner of property
   d) 50' Common Access and Public Utility Easement running along East line of property
   e) 60' Adjoining Vehicular Access Easement Northeast corner of property

3. The following matters shown on the Plan of record in Plat Book 4885, page 165, said Register's Office: (Tract 2)

   a) 25' Common Access and Public Utility Easement along North line of property
   b) 25' Common Access and Public Utility Easement along West Line
   c) 25' Public Utility Easement running East to West central portion of property
   d) 15' Drainage easement Running East to West central portion of property
   e) 20' Sewer easement running from Eastern line and across central portion of property and running South to Southeastern portion of property
   f) 25' Public Utility Easement running along East line of property
   g) 20' N.E.S. Easement running East to West across central portion of property

4. Terms, conditions, easements, rights and liens as set forth in the Master Deed of Cumberland Bend, MetroCenter and the By-Laws appended thereto, of record in Book 5028, page 333 (excluding Section 3), as amended in Book 5035, page 972, said Register's Office. (Tracts 1 and 2)

5. Declaration of Agreements for MetroCenter Business Park and the By-Laws appended thereto, of record in Book 7487, page 952, said Register's Office. (Tracts 1 and 2)

6. Underground and Pad Mounted Transformer Easement of record in Book 5055, page 81, said Register's Office. (Tracts 1 and 2)

7. The following matters shown on the plat of survey by Michael H. Charette, Tenn. RLS No. 2048, with Cherry Land Surveying, Inc., dated June 4, 2019, last revised August 28, 2019 and designated Job No. _____:

   a) Fire hydrant located on the Southwest portion of the property (Tract 1)
   b) Fire hydrant located on the Southwest corner of the property (Tract 2)