Karen Johnson Davidson County
Batch# 759994 DEEDWARRSP
11/23/2021 11:41:30 AM 6 pgs
Fees: $33.00 Taxes: $40,700.00
20211123-0155420

1st

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
BNA Partners, GP c/o Horrell Leasing Company 2615 Grandview Avenue Nashville, Tennessee 37211 Attn: John W. Horrell	Map & Parcel Nos. 117-11-0-054 117-11-0-055	BNA Partners, GP c/o Horrell Leasing Company 2615 Grandview Avenue Nashville, Tennessee 37211 Attn: John W. Horrell
This instrument prepared by: Michael B. Noble, 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, GREEN & LITTLE, L.P., a Tennessee limited partnership (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to BNA PARTNERS, GP, a Tennessee general partnership (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 located at 3706 & 3708 Hillsboro Road, Nashville, Tennessee 37215.

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 $11,000,000.00

Affiant

Subscribed and sworn to before me this 11th day of November, 2021.

Notary Public
My Commission Expires: NOV 17 2026

STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

Except as otherwise expressly provided in this deed, by acceptance of this Deed, Grantee acknowledges and agrees that: (i) 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.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 15 day of November, 2021.

GRANTOR:

GREEN & LITTLE, L.P.,
a Tennessee limited partnership

By: GL Holdings, LLC, its General Partner

By: _____
L.A. Green, III, its President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Staci Smart, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared L.A. Green, III, 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 GL Holdings, LLC, the General Partner of Green & Little, L.P., a Tennessee limited partnership, the within named bargainor, and that he as such President of the General Partner of the bargainor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership, by himself in his capacity as the President of its General Partner.

Witness my hand seal at office this 11th day of November, 2021.

Staci Smart
Notary Public

STACI SMART
TENNESSEE
NOTARY
PUBLIC
COUNTY OF DAVIDSON

My Commission Expires: NOV 17 2026

[Signature Page to Special Warranty Deed]

SCHEDULE 1

PROPERTY DESCRIPTION

Tract 1:

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Fidelity Federal Savings and Loan Association Property of record in Plat Book 7900, Page 863, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Green & Little, L.L.C. by deed of record in Book 10344, page 293, Register's Office for Davidson County, Tennessee. Green & Little, L.L.C. became known as Green & Little General Partnership by virtue of Certificate of Merger of record in Instrument No. 20060103-0000346, said Register's Office. Green & Little General Partnership is now known as Green & Little, L.P. by virtue of Certificate of Merger of record in Instrument No. 20050310-0026853, said Register's Office.

Tract 2:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Fidelity Federal Savings and Loan Association Property of record in Plat Book 7900, Page 863, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Green & Little General Partnership by deed of record as Instrument No. 20020528-0064436, Register's Office for Davidson County, Tennessee. Green & Little General Partnership is now known as Green & Little, L.P. by virtue of Certificate of Merger of record in Instrument No. 20050310-0026853, said Register's Office.

SCHEDULE 2

PERMITTED ENCUMBRANCES

(1) Real estate taxes for the year 2022, and subsequent years, a lien, not yet due and payable.

(2) Reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record.

(3) Supplemental taxes and assessment levied as a result of the completion of improvements after January 1 of any year. Seller assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603 et. seq.

(4) Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property.

(5) Any matter arising from the acts, negligence or misconduct of the Grantee or any of its agents, employees, contractors, representatives or invitees.

(6) Unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters that would be revealed by an accurate survey or inspection of the Property.

(7) Rights of tenants in possession, as tenants only, under certain unrecorded leases.

(8) Subject to all matters shown on the Plan of record in Plat Book 7900, Page 863, Register's Office for Davidson County, Tennessee.

(9) Restrictions of record in Book 1472, Page 215, Register's Office for Davidson County, Tennessee.

(10) Cross Easement of record in Book 9990, Page 5, Register's Office for Davidson County, Tennessee.

(11) Environmental Indemnification Agreement of record in Instrument No. 20020528-0064437, Register's Office for Davidson County, Tennessee.

(12) Easements for electric power line poles as set forth in instrument recorded in Book 2019, page 401, Register's Office for Davidson County, Tennessee.

(13) Restrictions as set forth in Book 1970, page 429, Register's Office for Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, James E. Spraill, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 11/15/21 (date of document).

Affiant Signature

11/15/21
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 15th day of November, 2021.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

