

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement"), dated as of June 26, 2015, by and between the Metropolitan Government of Nashville and Davidson County ("Metro") and Vision Real Estate Investment Corp., with its principal place of business at 1010 Camilla Caldwell Lane, Nashville, TN 37218 ("Vision").

WITNESSETH:

WHEREAS, Metro is the owner of approximately 48 acres of real estate in Davidson County, Tennessee (the "Land") located at 1414 County Hospital Road, Nashville, TN 37218; and

WHEREAS, pursuant to the terms of this Agreement, Metro proposes to sell and Vision proposes to buy the Land.

NOW, THEREFORE, for good and valuable consideration, **IT IS HEREBY AGREED AS FOLLOWS:**

1. Definitions.

1.01 In addition to other defined terms set forth herein, the following terms shall be defined as set forth below:

- (a) The term "Land" shall mean those parcels of land described on Exhibits B-1 & B-2 hereto, which site is owned in its entirety by Metro.
- (b) The term "Sale Tracts" shall mean the following tracts of Land as designated on the colored aerial photo attached hereto as Exhibit A, said designations being as follows:
 - "Tract One" shall mean the approximately 34 acres of the Land currently undeveloped, more fully described in the document attached hereto as Exhibit "B-1" and incorporated into this Agreement by reference; and
 - "Tract Two" shall mean the approximately 14 acres of the Land currently undeveloped and lying to the south of Tract One, more fully described in the document attached hereto as Exhibit "B-2" and incorporated into this Agreement by reference.
- (c) The "Effective Date" shall be the day on which this Agreement, having first been approved by the Metropolitan Council, is filed with the Metropolitan Clerk.

2. Purchase and Purchase Prices.

2.01 Subject to the terms and provisions of this Agreement, Vision or an entity owned and/or controlled by it shall purchase Tract One from Metro within sixty (60) days of the satisfaction or waiver of all the conditions set forth in Section 4.01 below. The purchase price to be paid to Metro by Vision for the purchase of the Tract One shall be \$300,000 (Three Hundred Thousand Dollars) in cash.

2.02 Subject to the terms and provisions of this Agreement, Vision or an entity owned and/or controlled by it shall purchase Tract Two from Metro within sixty (60) days of the satisfaction or waiver of all the conditions set forth in Section 4.02 below. The purchase price to be paid to Metro by Vision for the purchase of the Tract Two shall be \$300,000 (Three Hundred Thousand Dollars) in cash.

2.03 Vision shall provide to Metro a non-refundable deposit of \$25,000 as earnest money (the "Deposit") within thirty (30) days of the Effective Date. Subject to the terms and provisions of this Agreement, the Deposit shall be applied to the purchase price of Tract Two.

2.04 Metro will support Vision's application to rezone the subject Property to allow the construction of projects specified in the Bordeaux Hills Redevelopment District.

2.05 Subject to the time restrictions stated above, and provided that all applicable conditions have been satisfied, the closings contemplated by this Agreement shall be at a mutually convenient time and location in Davidson County for the parties.

2.06 It is expressly agreed that Metro will retain an easement on any areas that are being used as a roadway as of the Effective Date of this Agreement for the purpose of continuing the public right-of-way.

3. Closing

3.02 At the closing of each Sale Tract, Metro shall execute, acknowledge and deliver to Purchaser a Quitclaim Deed conveying to Vision title in fee simple to that particular Sale Tract.

3.03 At the closing of each Sale Tract, Vision shall deliver the purchase price applicable to that Sale Tract to Metro.

3.04 Vision shall have the opportunity to research the title to the subject Land to determine whether it is insurable with agreed upon exceptions. If the title is not insurable with agreed upon exceptions, Metro will have thirty (30) days in which to cure title exceptions. If Metro fails or refuses to cure the title exceptions, Vision shall have the option of purchasing the subject Property with the outstanding title exceptions.

3.05 Vision agrees to bear all closing costs with respect to the acquisition of the Property under this Agreement and all transfer taxes, if any. Each party shall be responsible for the payment of its own attorneys' fees incurred in connection with this Agreement and all other expenses which each party incurs. Additionally, any expenses, charges and fees of closing, not specifically allocated herein or incurred by a specific party, shall be borne by the parties in accordance with general custom where the Property is located, or, if no such custom exists, shall be borne equally between the parties.

4. Metro's Conditions Precedent

4.01 Metro's obligation to consummate the sale of Tract One is conditioned upon satisfaction of each of the following conditions, any one or more of which conditions precedent may be waived by Metro in Metro's sole discretion:

- (a) The Knowles Facility Improvements, as described in Section 1.01 of the Agreement to Lease and Purchase by and between the Hospital Authority of the Metropolitan Government of Nashville and Davidson County, Metro, and Autumn Assisted Living Partners, Inc., dated January 10, 2014, shall have been completed; and
- (b) The Knowles Facility shall have been purchased by Autumn Assisted Living Partners, Inc., and shall be operating as an assisted living facility fully licensed by the State of Tennessee.

4.02 Metro's obligation to consummate the sale of Tract Two is conditioned upon satisfaction of each of the following conditions, any one or more of which conditions precedent may be waived by Metro in Metro's sole discretion:

- (a) Vision shall have performed or complied with Vision's covenants, agreements and obligations hereunder in all respects.
- (b) Vision shall have purchased Tract One in accordance with the terms of this Agreement; and
- (c) Vision shall have constructed at least 32 affordable, senior housing units on Tract One.

5. Covenants of Vision

(a) Vision shall, within 12 months of the purchase of Tract One, begin construction on affordable, senior housing.

(b) Vision acknowledges that it and its representatives have fully inspected the Land and are fully familiar with the physical and financial condition thereof, and that the Land is being purchased by Vision in an "AS IS" and "WHERE IS" condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED as a result of such inspection and investigations and, except as specifically set forth in this Agreement, not in reliance on any agreement, understanding, condition, warranty or representation made by Metro, Authority, or any agent or employee of Metro or Authority as to the condition thereof, as

to any permitted use thereof, or as to any other matter in connection therewith; and Vision further acknowledges that neither Metro, Authority, nor any party acting on behalf of Metro or Authority has made or shall be deemed to have made any such agreement, condition, representation or warranty, direct or indirect, oral or written, express or implied, other than those representations and warranties of Metro and Authority expressly included in this Agreement. Vision acknowledges that Metro and Authority are providing Vision with an opportunity to perform investigations and, except as specifically set forth in this Agreement, Metro and Authority make no representations or warranties about the Land, including but not limited to the physical condition of the Land (including the condition of the soil or the improvements), the environmental condition of the Land (including, without limitation, the presence or absence of hazardous substances on or affecting the Land), the compliance of the Land with applicable laws and regulations (including zoning and building codes or the status of development or use rights respecting the Land), the financial condition of the Land or any other representation or warranty respecting any income, expenses, charges, liens or encumbrances, rights or claims on, affecting or pertaining to the Land or any part thereof. Vision is acquiring the Land solely on the basis of its own physical and financial examinations, reviews and inspections and the title insurance protection afforded by Purchaser's Title Policy.

(c) Vision further represents and warrants to Metro and Authority that (i) Vision is an experienced and sophisticated purchaser and developer of properties such as the Land; (ii) Vision is specifically familiar with the Land; (iii) Vision has inspected and examined all aspects of the Land (including its physical condition) that Vision believes to be relevant to Vision's decision to purchase the Land; and (iv) Vision has satisfied itself as to all matters relating to the Land. Vision agrees that, upon the purchase of each Sale Tract, except as set forth in this Agreement, Vision shall conclusively be deemed to have released Metro and Authority from all responsibility regarding the valuation and condition of the Sale Tract, and shall conclusively be deemed to have accepted the Sale Tract in its then existing condition "AS IS," without warranty of any kind, and with all faults and problems of any kind and nature whatsoever that may then exist, whether the same are of a legal nature, a physical nature or otherwise, including, without limitation, any faults and/or problems that could be been discoverable by Vision prior to purchase.

6. Representations and Warranties by Vision.

6.01 Vision represents and warrants to Owner that:

(a) it is a duly organized and validly existing corporation in good standing under the laws of the State of Tennessee with authority to operate in the State of Tennessee; and

(b) it has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and the execution, delivery and performance by it of this Agreement has been duly authorized by all requisite corporate action on its part.

7. Remedies

7.01 If Vision fails or refuses to comply in a timely manner with Vision's obligations under this Agreement, Metro shall, in addition to any other remedies, be entitled to terminate this Agreement by written notice to Vision, in which event Metro shall be entitled to retain the Deposit as liquidated damages. Vision and Metro agree that it is difficult to determine the actual amount of Metro's damages arising out of Vision's breach, but the amount of the Deposit is a liquidated amount of damages to which the parties have agreed in a sincere effort to make the damages certain.

8. Miscellaneous.

8.01 Cooperation. Each of the parties hereto shall take or cause to be taken, all things, necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

8.02 Waiver. No delay or omission on the part of any party hereto in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

8.03 Notice. Any notice, request, instruction or document to be given hereunder by any party to the other parties shall be in writing and delivered personally or mailed via overnight courier which provides receipt upon delivery or first class registered or certified mail, postage prepaid (or by facsimile, provided, however, that a copy of such notice is promptly thereafter delivered in accordance with the above terms of this Section 15.03) to the addresses set forth below:

If to Metro:

Metropolitan Government
1 Public Square, Suite 106
Nashville, Tennessee 37201
Attn: Director of Finance

-with a copy to-

Metropolitan Department of Law
P.O. Box 196300
Nashville, Tennessee 37219
Attn: Director of Law

If to Vision:

Vision Real Estate Investment Corp.
1010 Camilla Caldwell Lane
Nashville, Tennessee 37218
Attn: Paul Miller, President

-with a copy to-

Monica Edwards, Esq.
P.O. Box 331548
Nashville, TN 37203
edwardsesq@aol.com

Each party hereto shall have the right to give notice to the other party changing its address as stated above and such address shall thereupon be deemed to be changed accordingly.

8.04 Applicable Law. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee without application of its principles of conflicts of law.

8.05 Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and do not affect the interpretation or meaning of this Agreement.

8.06 Merger. This Agreement, and the related documents and agreements delivered by the parties hereto on the date hereof set forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, arrangements, communications, representations and warranties, either oral or written, by any party hereto with respect to the subject matter hereof.

8.07 Changes in Writing. Neither this Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

8.08 Succession. The covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

8.09 Assignability. This Agreement shall not be assignable by any party without the prior written consent of the other party hereto.

8.10 Interpretation. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include both genders.

8.11 Counterparts; Unanimity. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

8.12 Validity; Severability. Except as otherwise expressly provided herein, in the event that any of the terms, conditions, covenants or agreements contained in this Agreement shall be held unenforceable, such term, condition, covenant or agreement shall be deemed void and shall be deemed severed from this Agreement. In such event, and except if such

determination by an arbitration award or a court of competent jurisdiction materially changes the rights, benefits and obligations any party hereunder under this Agreement, the remaining provisions of this Agreement shall remain unchanged, unaffected and unimpaired thereby and, to the extent possible, such remaining provisions shall be construed such that the purposes of this Agreement and the intent of the parties hereto can be achieved in a lawful manner.

8.13 Independent Contractors. The parties hereto shall not be considered as partners or joint venturers, or become liable for one another's debts or obligations and shall only be obligated to each other as provided in this Agreement and such other agreements as the parties may enter into. No party shall have any right to direct the time, manner and method by which the other party shall accomplish its work except as otherwise provided herein. No party shall have the right to control the manner in which services to be rendered by the other party is to be performed except as otherwise indicated herein.

8.14 Books and Records. Each party hereto will keep accurate books, records and accounts of all transactions relating to the Knowles Facility. Each party hereto, and its authorized agents, shall have the right to examine, and make copies of and take extracts from, the books, records and accounts relating to the Knowles Facility held by the other party at any reasonable time for a period of five (5) years from the Facility Transfer or for a period of five (5) years after the termination of this Agreement, whichever is shorter.

8.15 Non-Discrimination. In the performance of their obligations under this Agreement, Vision and Owner shall comply with the provisions of any federal, state or local law prohibiting discrimination in employment and/or housing on the grounds of race, color, sex, creed, disability or national origin, including, without limitation, Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 78 Stat. 241), all requirements imposed by or pursuant to the Regulations of the Secretary (24 CFR, Subtitle A, Part 1) issued pursuant to that Title, regulations issued pursuant to the Executive Order 11063, and Title VIII of the 1968 Civil Rights Act.

8.16 Legal Construction. For purposes of construing the provisions hereof, this Agreement shall be deemed to have been drafted by all parties, and its terms and provisions shall not be construed in favor of any party on the grounds that the Agreement was drafted by the other party(s).

8.17 Non-Recourse. Notwithstanding anything to the contrary contained herein, the parties hereto shall look solely to the other parties hereto for satisfaction of any remedy it may have hereunder or in connection herewith and shall not look to any other person, firm, entity or corporation. Further, there shall be absolutely no personal liability on the part of any present or future stockholder, member, manager, or any officer, director, trustee or affiliate of the parties hereto or any of its successors or assigns with respect to any obligation hereunder or in connection herewith.

8.18 Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by Vision and then by the authorized representatives of the Metropolitan Government, approved by the Metropolitan Council, and filed in the office of the Metropolitan

Clerk. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

Vision Real Estate Investment Corp. (Vision)

By: _____

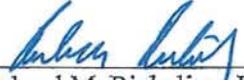
Name: PAUL MILLER

Title: VICE PRESIDENT

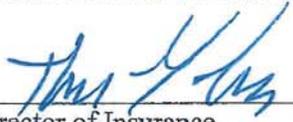
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

By: 
Director, Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:


Richard M. Riebeling, Director

APPROVED AS TO INSURANCE:


Director of Insurance

APPROVED AS TO FORM AND LEGALITY:


Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

Exhibit A
Color Aerial of the Sale Tracts

Exhibit B-1
Sale Tract One

Exhibit B-2
Sale Tract Two



TRACT 1

TRACT 2

TRACT 3

COUNTY HOSPITAL RD

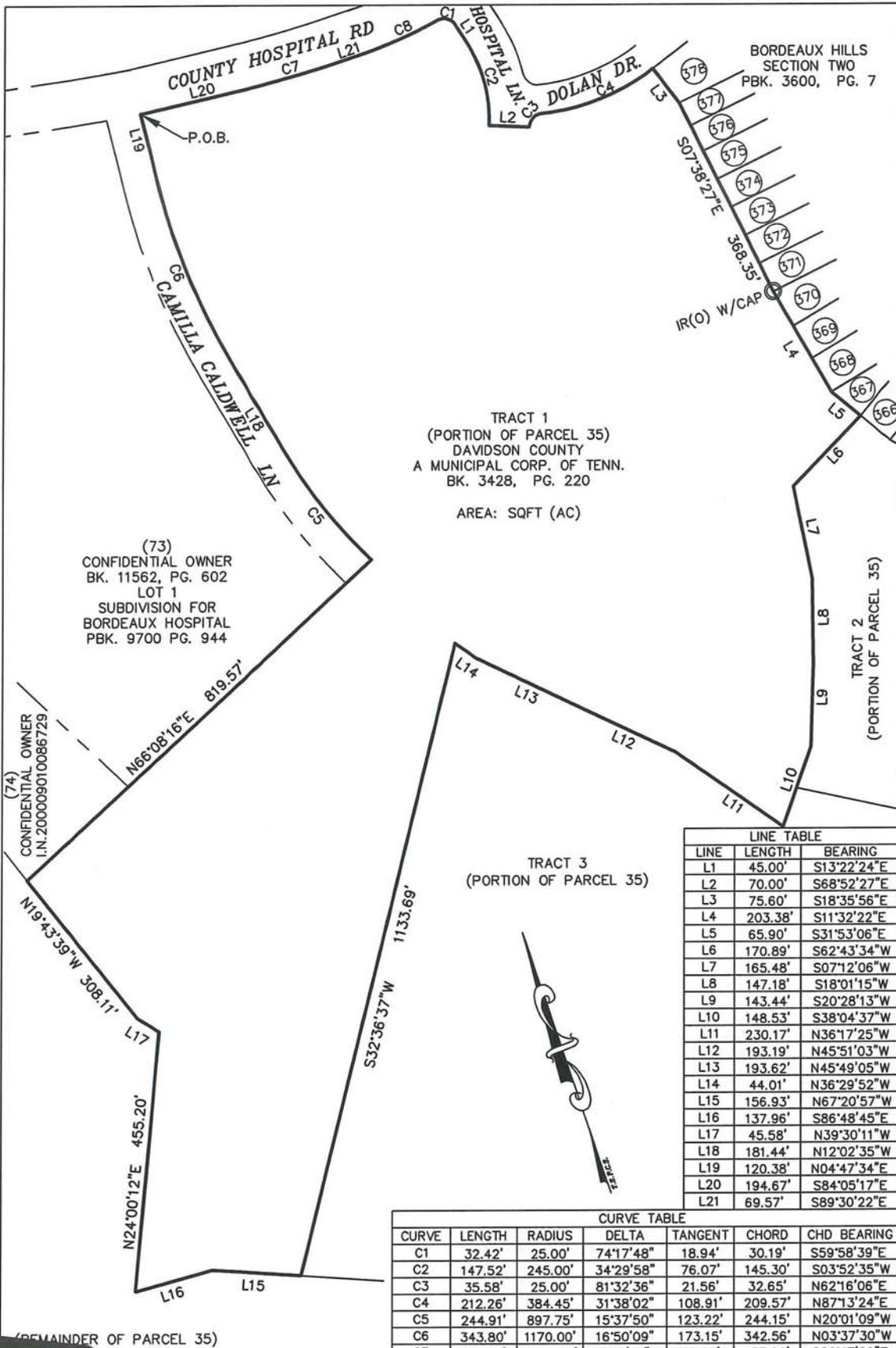
DOLAN DR

CAMILLE A CALDWELL LN

EXHIBIT

A

tabbles



LINE TABLE

LINE	LENGTH	BEARING
L1	45.00'	S13°22'24"E
L2	70.00'	S68°52'27"E
L3	75.60'	S18°35'56"E
L4	203.38'	S11°32'22"E
L5	65.90'	S31°53'06"E
L6	170.89'	S62°43'34"W
L7	165.48'	S07°12'06"W
L8	147.18'	S18°01'15"W
L9	143.44'	S20°28'13"W
L10	148.53'	S38°04'37"W
L11	230.17'	N36°17'25"W
L12	193.19'	N45°51'03"W
L13	193.62'	N45°49'05"W
L14	44.01'	N36°29'52"W
L15	156.93'	N67°20'57"W
L16	137.96'	S86°48'45"E
L17	45.58'	N39°30'11"W
L18	181.44'	N12°02'35"W
L19	120.38'	N04°47'34"E
L20	194.67'	S84°05'17"E
L21	69.57'	S89°30'22"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHD BEARING
C1	32.42'	25.00'	74°17'48"	18.94'	30.19'	S59°58'39"E
C2	147.52'	245.00'	34°29'58"	76.07'	145.30'	S03°52'35"W
C3	35.58'	25.00'	81°32'36"	21.56'	32.65'	N62°16'06"E
C4	212.26'	384.45'	31°38'02"	108.91'	209.57'	N87°13'24"E
C5	244.91'	897.75'	15°37'50"	123.22'	244.15'	N20°01'09"W
C6	343.80'	1170.00'	16°50'09"	173.15'	342.56'	N03°37'30"W
C7	137.28'	2368.92'	3°19'13"	68.66'	137.26'	S86°47'09"E
C8	146.45'	724.90'	11°34'32"	73.48'	146.20'	N84°54'30"E

EXHIBIT
B-1

Littlejohn
 An S&ME Company

1935 21st Avenue South, NASHVILLE, TENNESSEE 37212
 T 615.385.4144 F 615.385.4020 www.leainc.com

Project:
BORDEAUX HOSPITAL
 TAX MAP 80, PORTION OF PARCEL 35
 NASHVILLE, DAVIDSON CO, TENNESSEE

Title:
TRACT 1 EXHIBIT
 SCALE : 1"=200
 PROJ. # 20150781
 DATE 7-10-13

Tract 1

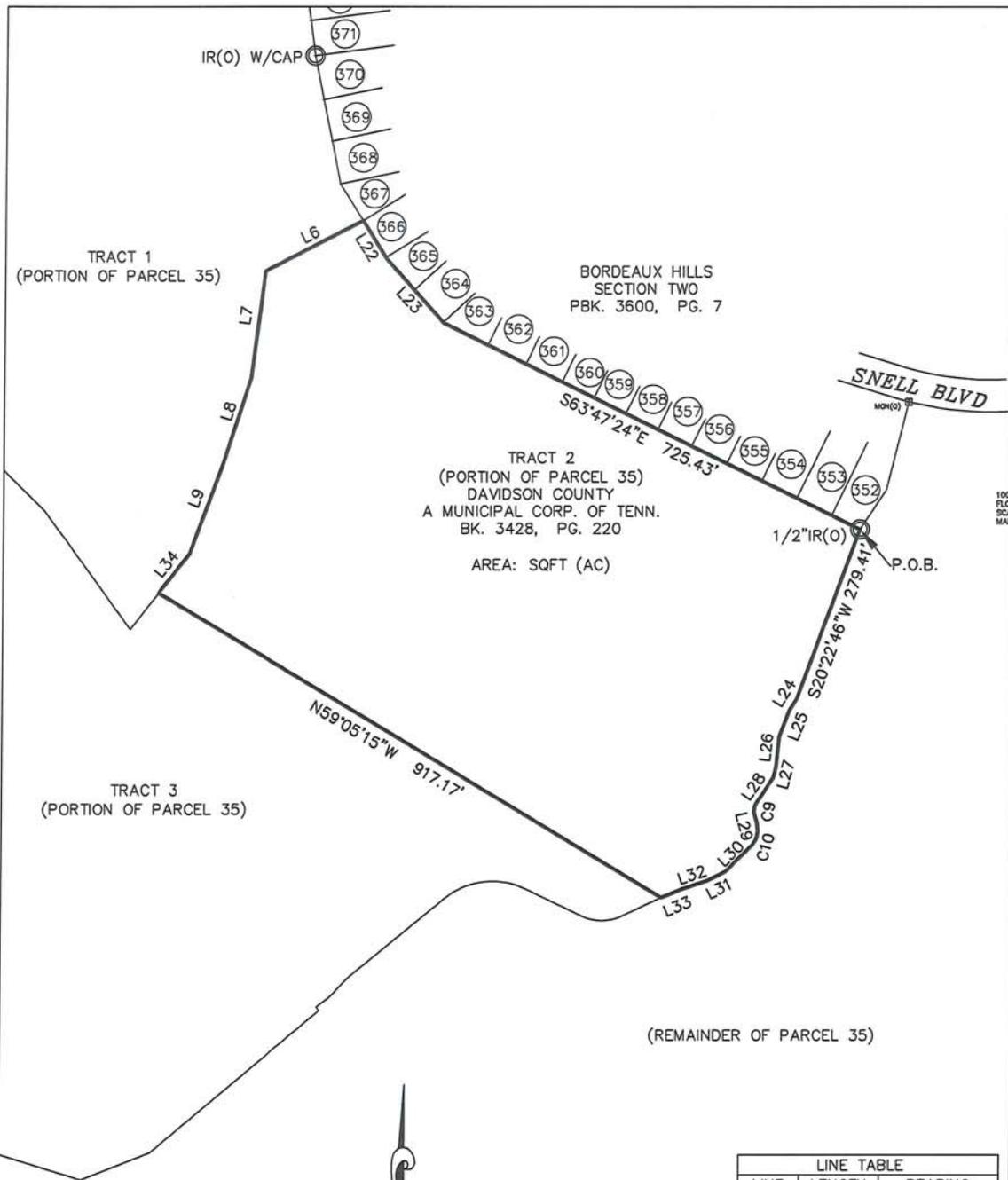
Being a tract of land in the 1st district of Davidson County, Nashville, Tennessee. Tract being a portion of Davidson County a Municipal Corporation of Tennessee, as recorded in Book 3428, Page 220, Register's Office of Davidson County, Tennessee (RODC). Tract being bounded on the north by the southern Right of Way (ROW) of County Hospital Road, by the southern ROW of Hospital Lane, and by the southern ROW of Dolan Drive; bounded on the east by Lots 367 – 378 of Bordeaux Hills, Section Two, as recorded in Plat Book 3600, Page 7, RODC, and by Tract 2, being a portion of said Davidson County a Municipal Corporation of Tennessee; bounded on the south by Tract 3, being a portion of said Davidson County a Municipal Corporation of Tennessee; and bounded on the west by the remainder of said Davidson County a Municipal Corporation of Tennessee, by a confidential owner as recorded in Instrument Number 200009010086729, RODC, by Lot 1 of Subdivision for Bordeaux Hospital as recorded in Plat Book 9700, Page 944, RODC, and by the eastern ROW of Camilla Caldwell. Tract being more particularly described as follows:

POINT OF BEGINNING lying on the southeast ROW intersection of said County Hospital Road and Camilla Caldwell Lane; thence along said ROW of County Hospital Road with the following: South 84° 05' 17" East 194.67 feet to a point; thence along a curve to the left having a central angle of an angle of 03° 19' 13", a radius of 2368.92 feet, a length of 137.28 feet, a tangent of 68.66 feet, and having a chord bearing and distance of South 86° 47' 09" East 137.26 feet to a point; thence South 89° 30' 22" East 69.57 feet to a point; thence along a curve to the left having a central angle of 11° 34' 32", a radius of 724.90 feet, a length of 146.45 feet, a tangent of 73.48 feet, and having a chord bearing and distance of North 84° 54' 30" East 146.20 feet to a point; thence along said ROW of Hospital Lane with the following: along a curve to the right having a central angle of 74° 17' 48", a radius of 25.00 feet, a length of 32.42 feet, a tangent of 18.94 feet, and having a chord bearing and distance of South 59° 58' 39" East 30.19 feet to a point; thence South 13° 22' 24" East 45.00 feet to a point; thence along a curve to the right having a central angle of an angle of 34° 29' 58", a radius of 245.00 feet, a length of 147.52 feet, a tangent of 76.07 feet, and having a chord bearing and distance of South 03° 52' 35" West 145.30 feet to a point; thence South 68° 52' 27" East 70.00 feet to a point; thence along said ROW of Dolan Drive with the following: along a curve to the right having a central angle of 81° 32' 36", a radius of 25.00 feet, a length of 35.58 feet, a tangent of 21.56 feet, and having a chord bearing and distance of North 62° 16' 06" East 32.65 feet to a point; thence along a curve to the left having a central angle of 31° 38' 02", a radius of 384.45 feet, a length of 212.26 feet, a tangent of 108.91 feet, and having a chord bearing and distance of North 87° 13' 24" East 209.57 feet to a point; thence along the common line of said Lot 378 South 18° 35' 56" East 75.60 feet to a point; thence along the common line of said Lots 371 – 377 South 07° 38' 27" East 368.35 feet to a found iron rod with cap; thence along the common line of said Lots 368 - 370 South 11° 32' 22" East 203.38 feet to a point; thence along the common line of said Lot 367 South 31° 53' 06" East 65.90 feet to a point; thence along the common line of said Tract 2 with the following: South 62° 43' 34" West 170.89 feet to a point; thence South 07° 12' 06" West 165.48 feet to a point; thence South 18° 01' 15" West 147.18 feet to a point; thence South 20° 28' 13" West 143.44 feet to a point; thence along the common line of said Tract 3 with the following: South 38° 04' 37" West 148.53 feet to a point; thence North 36° 17' 25" West 230.17 feet to a point; thence North 45° 51' 03" West 193.19 feet to a point; thence North 45° 49' 05" West 193.62 feet to a point; thence North 36° 29' 52" West 44.01 feet to a point; thence South 32° 36' 37" West 1133.69 feet to a point; thence leaving said common line with the following: North 67° 20' 57" West 156.93 feet to a point; thence North 86° 48' 45" West 137.96 feet to a point; thence North 24° 00' 12" East 455.20 feet to a point; thence North 39° 30' 11" West 45.58 feet to a point; thence North 19° 43' 39" West 308.11 feet to a point; thence along the common line of said confidential owner, Lot 1 and Camilla Caldwell Lane North 66° 08' 16" East 819.57 feet to a point; thence continuing along said Camilla Caldwell Lane with the following: along a curve to the right

having a central angle of an angle of $15^{\circ} 37' 50''$, a radius of 897.75 feet, a length of 244.91 feet, a tangent of 123.22 feet, and having a chord bearing and distance of North $20^{\circ} 01' 09''$ West 244.15 feet to a point; thence North $12^{\circ} 02' 35''$ West 181.44 feet to a point; thence along a curve to the right having a central angle of an angle of $16^{\circ} 50' 09''$, a radius of 1170.00 feet, a length of 343.80 feet, a tangent of 173.15 feet, and having a chord bearing and distance of North $03^{\circ} 37' 30''$ West 342.56 feet to a point; thence North $04^{\circ} 47' 34''$ East 120.38 feet to the point of beginning.

Tract contains 1,493,008 square feet or 34.27 acres.

Bearings based on Tennessee State Plane Coordinate System.



LINE TABLE		
LINE	LENGTH	BEARING
L6	170.89'	N62°43'34"E
L7	165.48'	N07°12'06"E
L8	147.18'	N18°01'15"E
L9	143.44'	N20°28'13"E
L22	68.08'	S31°53'06"E
L23	134.90'	S42°03'40"E
L24	21.59'	S31°38'25"W
L25	42.59'	S21°43'15"W
L26	46.63'	S05°40'29"W
L27	18.73'	S14°11'31"W
L28	44.30'	S33°42'17"W
L29	15.56'	S13°49'53"E
L30	55.21'	S45°34'10"W
L31	31.42'	S63°36'37"W
L32	38.75'	S71°23'17"W
L33	37.06'	S67°25'43"W
L34	77.17'	N38°04'37"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHD BEARING
C9	22.40'	27.00'	47°32'10"	11.89'	21.76'	S09°56'12"W
C10	36.29'	35.00'	59°24'03"	19.96'	34.68'	S15°52'08"W

EXHIBIT
B-2

Littlejohn
An S&ME Company

Project:
BORDEAUX HOSPITAL

Title:
TRACT 2 EXHIBIT

SCALE: 1"=200

PROJ. # 20150781

DATE 7-10-13

1935 21st Avenue South, NASHVILLE, TENNESSEE 37212
T 615.385.4144 F 615.385.4020 www.leainc.com

TAX MAP 80, PORTION OF PARCEL 35
NASHVILLE, DAVIDSON CO., TENNESSEE

Tract 2

Being a tract of land in the 1st district of Davidson County, Nashville, Tennessee. Tract being a portion of Davidson County a Municipal Corporation of Tennessee, as recorded in Book 3428, Page 220, Register's Office of Davidson County, Tennessee (RODC). Tract being bounded on the east and south by the remainder of said Davidson County a Municipal Corporation of Tennessee; bounded on the west by Tracts 1 and 3, being portions of said Davidson County a Municipal Corporation of Tennessee; and bounded on the north by Lots 352 – 366 of Bordeaux Hills, Section Two, as recorded in Plat Book 3600, Page 7, RODC. Tract being more particularly described as follows:

POINT OF BEGINNING being a found ½" iron rod being the southeast corner of said Lot 352 and the northwest corner of the tract being described; thence South 20° 22' 46" West 279.41 feet to a point; thence South 31° 38' 25" West 21.59 feet to a point; thence South 21° 43' 15" West 42.59 feet to a point; thence South 05° 40' 29" West 46.63 feet to a point; thence South 14° 11' 31" West 18.73 feet to a point; thence South 33° 42' 17" West 44.30 feet to a point; thence along a curve to the left having a central angle of 47° 32' 10", a radius of 27.00 feet, a length of 22.40 feet, a tangent of 11.89 feet, and having a chord bearing and distance of South 09° 56' 12" West 21.76 feet to a point; thence South 13° 49' 53" East 15.56 feet to a point; thence along a curve to the right having a central angle of an angle of 59° 24' 03", a radius of 35.00 feet, a length of 36.29 feet, a tangent of 19.96 feet, and having a chord bearing and distance of South 15° 52' 08" West 34.68 feet to a point; thence South 45° 34' 10" West 55.21 feet to a point; thence South 63° 36' 37" West 31.42 feet to a point; thence South 71° 23' 17" West 38.75 feet to a point; thence South 67° 25' 43" West 37.06 feet to a point; thence along the common line of said Tract 3 North 59° 05' 15" West 917.17 feet to a point; thence along the common line of said Tract 1 with the following: North 38° 04' 37" East 77.17 feet to a point; thence North 20° 28' 13" East 143.44 feet to a point; thence North 18° 01' 15" East 147.18 feet to a point; thence North 07° 12' 06" East 165.48 feet to a point; thence North 62° 43' 34" East 170.89 feet to a point; thence along the common line of said Lot 366 South 31° 53' 06" East 68.08 feet to a point; thence along the common line of said Lots 364 and 365 South 42° 03' 40" East 134.90 feet to a point; thence along the common line of said Lots 352 – 363 South 63° 47' 24" East 725.43 feet to the point of beginning.

Tract contains 609,372 square feet or 13.99 acres.

Bearings based on Tennessee State Plane Coordinate System.