BILL GARRETT, Davidson County
Trans:T20130070746 DEEDWARRSP
Recvd: 08/16/13 09:37 5 pgs
Fees:28.00 Taxes:1415.50
20130816-0086283

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 31st day of July, 2013, between CNL APF PARTNERS, LP (f/k/a US Restaurant Properties Operating, LP), a Delaware limited partnership ("***Seller***"), duly organized under and by virtue of the laws of the State of Delaware, party of the first part, and ARC CAFEHLD001, LLC, a Delaware limited liability company, party of the second part,

WITNESSETH: That for and in consideration of the sum of $10.00, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the real estate situated and being in Nashville, County of Davidson, State of Tennessee, together with the buildings, fixtures, and improvements thereon, legally described on **Exhibit A** attached hereto, together with all the appurtenances and hereditaments thereto (the "***Property***"), subject to current taxes and assessments, reservations in patents, all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, liabilities and other matters as may appear of record, the rights of parties in possession under unrecorded leases, and all matters which an accurate survey of the Property or a physical inspection of the Property would disclose.

TO HAVE AND TO HOLD, all and singular, the Property to the party of the second part, their successors and assigns to their own use forever.

The said party of the first part does hereby covenant with the party of the second part that it is the lawful owner in fee of the Property, and that it has good right to sell and convey the same; and that the party of the first part will warrant and defend the same against all claims and demands of the party of the first part, but against none other, subject to the matters above set forth.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

NCS 605921/7N16 PHX1

Return to:
First American Title Insurance Co.
2425 E Camelback Rd., Ste 300
Phoenix, AZ 85016

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officer as of this 31st day of July, 2013.

SELLER:

CNL APF PARTNERS, LP, a Delaware limited partnership

By: CNL APF GP, LLC, a Delaware limited liability company
Its: Sole General Partner

By: _____
Printed Name: Max Axler
Its: Executive Vice President

STATE OF ARIZONA]
COUNTY OF MARICOPA]

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Max Axler, with whom I am personally acquainted, and who upon oath, acknowledged himself to be an Executive Vice President of CNL APF GP, LLC, a Delaware limited liability company, the sole general partner of CNL APF Partners, LP, a Delaware limited partnership, the within named bargainor, a Delaware limited partnership, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company, as Executive Vice President.

Witness my hand and seal this 19 day of June, 2013.

_____
Notary Public

My Commission Expires: 2-25-17

Joanne Krpata
Notary Public
Maricopa County, Arizona
My Comm. Expires 02-25-17

****

(FOR RECORDING DATA ONLY)

Property Address:
3221 Dickerson Pike
Nashville, TN

Property Owner:
ARC CAFEHLD001, LLC, a Delaware limited liability company
106 York Road
Jenkintown, PA 19046

Parcel ID:
Map & Parcel #060-040-102.00

Mail tax bills to: (Person or Agency responsible for payment of taxes)

American Realty Capital
200 Dryden Road, Suite 1100
Dresher, PA 19025

This instrument prepared by:

Kutak Rock LLP
8601 N. Scottsdale Rd., Suite 300
Scottsdale, Arizona 85253

Return to:

Kristin Brown
First American Title Insurance Company
2425 E. Camelback Rd., Suite 300
Phoenix, AZ 85016

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $382,567.59, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 22nd day of July, 2013.

Amy R. Thompson
Notary Public

My Commission Expires:
1/27/18

Amy R. Thompson
Notary Public
Mecklenburg County
North Carolina
My Commission Expires 1/27/18

State tax _____ $
Recording fee __ $
Total _____ $

EXHIBIT A

LEGAL DESCRIPTION

Map/Parcel Map & Parcel #060-040-102.00

EXHIBIT A

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 2, on the Plan of Sam's Wholesale Club, as shown on plat of record in Plat Book 6250, page 569, with Surveyor's Certificate of Correction in Book 6680, page 904, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made and being more particularly described as follows:

BEGINNING at an iron pipe in the East right-of-way line of Dickerson Pike, said iron pipe being the Northwest corner of the herein described property: thence South 85 deg. 58' 44" East, a distance of 250.03' to an iron pin; thence South 04 deg. 54' 00" West, a distance of 183.84' to an iron pin; thence North 85 deg. 06' 00" West, a distance of 235.00' to an iron pin; thence North 15 deg. 39' 20" West, a distance of 42.72' to an iron pin in the East right-of-way line of Dickerson Pike; thence with said right-of-way line North 04 deg. 54' 00" East, a distance of 140.00' to the point of beginning and containing 1.04 acres (45,179 square feet).

BEING the same property conveyed to U. S. Restaurant Properties Operating, L.P., by Deed of Record in Book 10821, page 886, Register's Office for Davidson County, Tennessee.

TOGETHER with Driveway Easement as set forth in Deed of Record in Book 6690, page 494, Register's Office for Davidson County, Tennessee and being more particularly described as follows:

BEGINNING at an iron pin in the East right-of-way line of Dickerson Pike, said iron pin also being the southwest property corner of the above described 1.04 acre tract; thence South 15 deg. 30' 20" East, a distance of 42.72' to an iron pin; thence South 85 deg. 06' 00" East, a distance of 235.00' to an iron pin; thence North 04 deg. 54' 00" East, a distance of 183.84' to an iron pin; thence South 85 deg. 58' 44" East, a distance of 34.00' to a point; thence South 04 deg. 54' 00" West, a distance of 237.86' to a point; thence North 85 deg. 06' 00" West, a distance of 284.00' to a point in the East right-of-way line of Dickerson Pike; thence with said right-of-way North 04 deg. 54' 00" East, a distance of 93.50' to the point of beginning and containing 0.50 acres (21,753 square feet).

LESS AND EXCEPT any portions of the such property conveyed or taken for rights of way for public streets or roads.

Being the same property conveyed to U.S. Restaurants Properties Operating L.P., a Delaware limited partnership in Instrument No. 200410280129684, in the Register's Office for Davidson County, Tennessee.