BILL GARRETT, Davidson County
Trans:T20130106333 DEEDWARRSP
Recvd: 12/23/13 09:20 6 pgs
Fees:33.00 Taxes:101750.00
20131223-0128994

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Stutzman, Bromberg, Esserman & Plifka, P.C.
2323 Bryan Street, Suite 2200
Dallas, TX 75201
Attn: Kenneth F. Plifka

NEW PROPERTY OWNER AND SEND TAX BILLS TO:

VRS Crossings LLC
c/o TA Associates Realty
28 State Street, 10th Floor
Boston, MA 02109

TAX ID #

32-86P-001

PROPERTY ADDRESS:

2280 Lebanon Pike
Nashville, Tennessee

SPECIAL WARRANTY DEED

THIS INDENTURE made and entered into as of this 20th day of December, 2013 by and between, BOYLE CROSSINGS, L.L.C., a Tennessee limited liability company, party of the first part, and VRS CROSSINGS LLC, a Virginia limited liability company, party of the second part,

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, 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 following described real estate situated and being in Davidson County, Tennessee:

See Exhibit A, attached hereto and incorporated herein by reference as if copied verbatim.

Being part of the same property as that conveyed to party of the first part by Special Warranty Deed of record at Instrument No. 20051202-0145043 and Quitclaim Deed of record at Instrument No. 20100309-0018207 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns in fee simple forever.

And the said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered except for those matters set forth on Exhibit B; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through or under it but not further or otherwise.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the said party of the first part the day and year first above written.

BOYLE CROSSINGS, L.L.C,
a Tennessee limited liability company

By: _____
Name: Paul T. J. Boyle
Title: Manager

ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county aforesaid, personally appeared Paul T. J. Boyle, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Manager of ***Boyle Crossings, LLC,*** the within named bargainor, a Tennessee limited liability company, and that he as such Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the said ***Boyle Crossings, LLC.,*** a Tennessee limited liability company, by himself as Manager.

WITNESS my hand and seal this 12th day of December, 2013.

_____
Notary Public

OLIVIA C. ROLESON
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

My Commission expires:

12-15-2015

State Tax	$101,750.00
Register's Fee	$3.00
Recording Fee	$10.00
Total	$101,763.00

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 $27,500,000 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 20 day of December, 2013.

NICOLE CHAMPION STATE OF TENNESSEE NOTARY PUBLIC WILLIAMSON COUNTY

Notary Public

My Commission expires: 8-28-16

EXHIBIT A

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being all of Lot No. 1, on the Plan of The Crossings, as shown on plat of record in Plat Book 7900, page 134, in the Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron pin in the northerly right-of-way line of Lebanon Pike (as widened) said point being westerly 135 feet more or less from the westerly right-of-way line of Fairway Drive;

THENCE, with said northerly right-of-way line S80°40'30"W, 758.13 feet to a concrete monument;

THENCE, leaving said right-of-way line with the easterly line of Magnolia Square Condominium as of Record in Book 6685, Page 253, R.O.D.C., N09°19'34"W, 653.13 feet to a point in the southerly line of Section One, Castlewood Estates as of record in Book 2331, Page 72, R. O. D. C.;

THENCE, with said line N79°03'11"E, 252.25 feet to a point;

THENCE, with southerly line of Lot No. 3 as shown said plan of The Crossings, N79°03'12"E, 30.00 feet to a concrete monument;

THENCE, with the easterly line of said Lot 3, N09°19'03"W, 140.00 feet to a point;

THENCE, continuing with said line and the easterly line of Lot No. 2, N53°18'19"E, 136.45 feet to an iron pin;

THENCE, continuing with said line of Lot No 2, N77°59`43"E, 50.00 feet to an iron pin;

THENCE, N12°00'02"W, 35.00 feet to an iron pin;

THENCE, with the southerly line of HJL, LP of record in Instrument No. 20030822122217, R.O.D.C., N81°08'25"E, 190.55 feet to an iron pin;

THENCE, continuing with said line S83°30'57"E, 379.88 feet to a P.K spike in the westerly right-of-way line of Fairway Drive;

THENCE, with said right-of-way line S07°35'17"W, 276.33 feet to an iron pin;

THENCE, continuing with said right-of-way line S06°16'18"E, 137.50 feet to an iron pin;

THENCE, leaving said right-of-way line with the northerly line of property conveyed to Metropolitan Government by deeds of record in Book 5219, Page 266, and Book 5894, Page 105, R.O.D.C., S81°24'08"W, 145.38 feet to an iron pin;

THENCE, with the westerly line of said Government property the following calls:

S09°50'11"E, 201.28 feet to a concrete monument,
S80°40'30"W, 20.00 feet to a concrete monument,
S09°50'11"E, 195.00 feet to **THE POINT OF BEGINNING.**

Containing 692,071 square feet or 15.888 acres, more or less.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2014; a lien but not yet due or payable.

2. 20-foot wide easement for sanitary sewers and/or drainage improvements granted to Metropolitan Government of Nashville and Davidson County, Tennessee, as set forth in the Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4925, Page 62 in the Register's Office of Davidson County, Tennessee.

3. 20-foot wide easement for sanitary sewers and/or drainage improvements granted to Metropolitan Government of Nashville and Davidson County, Tennessee, as set forth in Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4921, Page 112, in the aforesaid Register's Office.

4. 20-foot wide easement for sanitary sewers and/or drainage improvements granted to Metropolitan Government of Nashville and Davidson County, Tennessee, as set forth in the Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4921, Page 106, Book 4921, Page 115, and Book 5046, Page 77, in the aforesaid Register's Office.

5. Stormwater Detention Agreement of record in Book 7993, Page 176, in the aforesaid Register's Office.

6. The following matters shown on the Plan of record in Plat Book 7900, Page 134 in the aforesaid Register's Office, including, without limitation, the following items:

a. 60' minimum building setback lines along the northerly and westerly boundary lines, and 15' minimum building setback lines along the southerly and easterly boundary lines;

(b) 10' proposed water line easement, with five hydrants;

(c) 8' sanitary sewer lines;

(d) 25' NES easement;

(e) detention pond easements;

(f) 10' public utility and drainage easement;

(g) 5' ROW dedication.

7. Declaration of Restrictive Covenant of record in Book 8209, Page 637, in the

aforesaid Register's Office.

8. Ingress/Egress and Cross Easement Agreement with Taco Bell of record in Book 8209, Page 640, in the aforesaid Register's Office.

9. Deed of Conveyance to the Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services of record in Book 8377, Page 877, in the aforesaid Register's Office.

10. Terms and provisions contained in the lease by and between The Crossings Limited Partnership, Lessor, and Taco Bell Corp., Lessee, dated May 2, 1990, and the Memorandum thereof dated September 21, 1990, of record in Book 8209, Page 624, in the aforesaid Register's Office.

11. Terms and provisions contained in the lease by and between The Crossings Limited Partnership, Lessor, and Burger King Corporation (successor in interest to Nashville Business Venture), Lessee, dated November 14, 1990, and the Memorandum thereof dated June 3, 1991, of record in Deed Book 8381, Page 251, in the aforesaid Register's Office. Said lease was assigned to Burger King Corporation by Assignment and Assumption of Leasehold Estate of record in Instrument No. 20050609-0066284, in said Register's Office.

12. Terms and provisions contained in the lease dated September 22, 2011, by and between Boyle Crossings, LLC, a Tennessee limited partnership, Landlord, and Publix Tennessee, LLC, a Florida limited liability company, Tenant, and the Memorandum of Lease of record as Instrument No. 20120106-0001438, as amended by First Amendment to Memorandum of lease of record in Instrument No. 20130404-0033291, in the aforesaid Register's Office.

13. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20120525-0045507, in said Register's Office.

14. Terms and provisions contained in the lease by and between Boyle Crossings, LLC., Lessor, and Pasta, Inc., Lessee, dated October 24, 2012, not of record, and the Collateral Assignment of Lease of record in Instrument No. 20130108-0002327, in the aforesaid Register's Office.

15. Rights of tenants in possession, as tenants only, pursuant to written leases.