Davidson County DEEDWARRSP
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Fees:38.00 Taxes:256391.50
20140709-0060549

This instrument was prepared by:

Linnea S. Miron, Esq.
Seyfarth Shaw LLP
333 South Hope Street
Suite 3900
Los Angeles, California 90071

SPECIAL WARRANTY DEED

FROM: AEW/WRIGHT NASHVILLE OWNER LLC, Grantor

TO: W NASHVILLE HOTEL VII, G.P., Grantee

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
c/o Walton Street Capital, L.L.C. 900 North Michigan Avenue Suite 1900 Chicago, Illinois 60611 Attn: Justin Leonard	Same	093-02-3-189

STATE OF Tennessee)
)
COUNTY OF Rutherford)

The actual consideration for this transfer is SIXTY NINE MILLION TWO HUNDRED NINETY FIVE THOUSAND DOLLARS ($69,295,000).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 9th day of July, 2014.

SANDRA S. JACKSON
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY

Notary Public Sandra S Jackson
My Commission Expires: 4-23-2015

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00), the receipt and sufficiency of which are hereby acknowledged, AEW/WRIGHT

NASHVILLE OWNER LLC, a Delaware limited liability company ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto W DT NASHVILLE HOTEL VII, G.P., a Delaware general partnership ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property known as 315 4th Avenue North, Nashville, Tennessee 37219.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Witness my hand this 9th day of July, 2014.

GRANTOR:

AEW/WRIGHT NASHVILLE OWNER LLC, a Delaware limited liability company

By: _____
Print Name: Marc Davidson
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF Suffolk)

On this 9th day of July, 2014, before me, the undersigned notary public, personally appeared Marc Davidson, who provided to me through satisfactory evidence of identification which was known to me to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose as Vice President of AEW/Wright Nashville Owner LLC, a Delaware limited liability company, and acknowledged the foregoing instrument to be his/her free act and the free act and deed of said Vice President, before me,

Jean M Fletcher
Notary Public:
My commission expires:

JEAN M. FLETCHER
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires Jan. 23, 2020

EXHIBIT A

PROPERTY DESCRIPTION

TRACT I

All that tract or parcel of land lying and being in the City of Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, being Lot No. E-2, as shown on the plan of Commerce Place as of record in Book 4885, Page 78, Register's Office for Davidson County, Tennessee, and containing 42,264 square feet or 0.97 acre, more or less, to which plan reference is hereby made for a more complete and accurate description of said lot.

TRACT II

The non-exclusive easement rights referred to as: (I) Access Routes Easements, (II) Parking Easements; (III) Plaza Easements; (IV) Service Easements and (V) Support Easements; (VI) Utility Area Easements all as described in and created pursuant to that certain Reciprocal Easements and Common Area Operating Agreement of record in Book 5253, page 786, said Register's Office, as amended by instruments of record in Book 5522, page 84 and Book 9172, page 280 and Instruments No. 200510070121287, Instrument No. 200510070121288, Instrument No. 200510070121289, and Instrument No. 200702150019359, said Registers Office.

ALSO being the same property described as follows:

TRACT I

All that tract or parcel of land lying and being in the City of Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, being Lot No. E-2, as shown on the plan Commerce Place as of record in Book 4885, page 78, R.O.D.C., and containing 42,264 square feet or 0.97 acre, more or less, as shown on that certain plat of survey entitled "As Built Survey, Doubletree Inn", dated April 11, 1991, last revised February 21, 1997, prepared by Barge Waggoner Sumner and Cannon, bearing the seal and certification of Wendell H. Talley, Sr., Tennessee Registered Land Surveyor No. 784, to which survey reference is hereby made for a more complete and accurate legal description and being more particularly described as follows:

Begin at a lead plug found at the intersection of the southeast right-of-way line of Deaderick Street (a 112.00 foot right-of-way) and the southwest right-of-way line of Fourth Avenue North (a 65.00 foot right- of-way) (said lead plug being coordinates North 646,513.43, East 1,769,655.88, Tennessee State Plane Coordinate System); run thence along said southwest right-of-way line of Fourth Avenue North South 27 degrees 37 minutes 02 seconds East a distance of 227.22 feet to a point at the intersection of said southwest right-of-way line of Fourth Avenue North and the northwest right-of-way line of Union Street (a 55.00 foot right-of-way at this point) (said point being coordinates North 646,312.11, East 1,769,761.21, Tennessee State Plane Coordinate System); run thence along said northwest right-of-way line of Union Street South 62 degrees 19 minutes 38 seconds West a distance of 81.82 feet to a point, leaving said northwest

right-of-way line of Union Street, run thence North 27 degrees 37 minutes 02 seconds West distance of 8.90 feet to a point; run thence North 72 degrees 11 minutes 25 seconds West a distance 284.61 feet to a point; run thence North 27 degrees 11 minutes 25 seconds West a distance of 17.75 feet to a point located on the southeast right-of-way line of Deaderick Street; run thence along the southeast right-of-way line of Deaderick Street North 62 degrees 48 minutes 35 seconds East a distance of 281.43 feet to a lead plug located at the intersection of the southeast right-of-way line of Deaderick Street and the southwest right-of-way line of Fourth Avenue North and the point of beginning.

TRACT II

The non-exclusive easement rights referred to as: (I) Access Routes Easements, (II) Parking Easements; (III) Plaza Easements; (IV) Service Easements and (V) Support Easements; all as described in and created pursuant to that certain Reciprocal Easements and Common Area Operating Agreement record in Book 5253, page 786, said Register's Office, as amended by instruments of record in Book 5522, page 84 and Book 9172, page 280 and Instruments No. 200510070121287, Instrument No. 200510070121288 and Instrument No. 200510070121289, said Register's Office.

Being the same property conveyed to AEW/Wright Nashville Owner LLC, a Delaware limited liability company, by Warranty Deed dated February 1, 2007 from Sun Rockpoint Nashville Hotel, L.L.C., a Delaware limited liability company of record in Instrument No. 200702130018295, Register's Office for Davidson County, Tennessee.

EXHIBIT B

ENCUMBRANCES

County and City taxes for 2014, a lien, but not yet due and payable.

All matters as set forth per Book 4885, Page 78, Register's Office for Davidson County, Tennessee.

Reciprocal Easements and Common Area Operating Agreement of record in Book 5253, Page 786, as amended in First Supplement to Reciprocal Easements and Common Area Operating Agreement of record in Book 5522, Page 84; Second Supplement to Reciprocal Easements and Common Area Operating Agreement of record in Book 9172, Page 280; Third Amendment to Reciprocal Easements and Common Area Operating Agreement and Termination of Parking Concession Agreement of record in Instrument 200510070121287; Instruments 200510070121288 and 200510070121289; Fourth Amendment to Reciprocal Easements and Common Area Operating Agreement of record in Instrument 200702150019359; and Fifth Amendment to Reciprocal Easements and Common Area Operating Agreement recorded herewith, said Register's Office.

Rights of others in possession under the terms and conditions contained in the Memorandum of Lease of record in Instrument 201010070080635; as assigned and assumed of record in Assignment and Assumption of Lease of record in Instrument 201010070080636; the Memorandum of Site Sublease and Assignment Agreement of record in Instrument 201010070080638; and Recognition Agreement of record in Instrument 201010070080639, said Register's Office.

True Copy Certification

I, Sandra S. Jackson, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Sandra S. Jackson

State of TENNESSEE
County of RUTHERFORD

Personally appeared before me, Julie Read, a notary public for this county and state, Sandra S. Jackson who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Julie Read, Notary

My Commission Expires: 2-20-17

