SPECIAL WARRANTY DEED

THIS INSTRUMENT PREPARED BY:
John A. Decker, Esq.
c/o Hunton & Williams LLP
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600 Peachtree Street, NE
Atlanta, Georgia 30308

BILL GARRETT, Davidson County
Trans:T20140088800 DEEDWARRSP
Recvd: 11/25/14 11:01 6 pgs
Fees:33.00 Taxes:19240.00
20141125-0108630

OWNER/RESPONSIBLE TAXPAYER:
Focus Hospitality II, LLC
5566 Franklin Pike Circle
Nashville, TN 37027

Source of Grantor's Title:
Deed recorded in Instrument No.
20130403-0032884 in the
Davidson County Register's Office

Parcel No. 108 00 0 217.00

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I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $5,200,000.00, 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 21st day of November, 2014.

Notary Public

My commission expires: 11-6-17

REBECCA L. CARR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV 06, 2017

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the 21st day of November, 2014, between Leeward Strategic Properties, Inc., a Delaware corporation ("Grantor") and Focus Hospitality II, LLC, a Tennessee limited liability company ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and for other good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell

and convey unto Grantee the following described premises, with the hereditaments and appurtenances thereto appertaining, to-wit:

> SITUATE in the First Civil District of Nashville, Davidson County, Tennessee, and being more particularly bounded and described as shown on Exhibit A attached hereto (the "Property").

TO HAVE AND TO HOLD the Property to the said Grantee, its successors and assigns forever.

And Grantor, for itself, its successors and assigns, does hereby covenant with Grantee, its representatives, successors and assigns, that Grantor will forever warrant and defend the title to the Property against the lawful claims of all persons claiming, by, through or under the Grantor, but not otherwise; and that such Property is free from all encumbrances except for those matters described on Exhibit B attached hereto.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR SUBSTANCES. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND ACCEPTS THE PROPERTY AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS

MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY DESCRIBED ON EXHIBIT A HERETO. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED. The terms "Grantor" and "Grantee" and any pronouns shall be read in the singular and plural number and in such gender as the context may require.

[remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this instrument the date first above written.

LEEWARD STRATEGIC PROPERTIES, Inc.,
a Delaware corporation

By: Neil Sullivan

Its: Authorized Signatory

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

Before me, Maria Sanchez-Perez, of the State and County aforesaid, personally appeared Neil Sullivan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, swore to and acknowledged himself to be Authorized Signatory of Leeward Strategic Properties, Inc., the within-named bargainor, a Delaware corporation, and that he, as such Authorized Signatory, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Authorized Signatory.

WITNESS my hand and seal at office in Norwalk, CT, this 18th day of November 2014.

Notary Public

My commission expires: 1/31/2019

MARIA SANCHEZ-PEREZ
Notary Public
My Commission Expires Jan 31, 2019

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee, being Lot No. 3 of the final Plat of Metropolitan Airport Center, Section 5, Phase 6 of record in Book 9700, Page 806, said Register's Office.

Also described as Surveyed:

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, being Lot No. 3 as shown on the plan of Metro Airport Center, Section 5, Phase 6 of record in Plat Book 9700, Page 806, R.O.D.C., located in the northwest quadrant of the intersection of Royal Parkway and Airport Center Drive and being more particularly described as follows:

Beginning at a concrete monument at the north end of the return of the intersection of Royal Parkway and Airport Center Drive;

Thence, with a curve concave to the west having a central angles of 90° 03' 05", a radius of 25.00 feet and a chord of S 55° 45' 22" W, 35.37 feet for an arc length of 39.29 feet to an iron set in the northerly margin of Royal Parkway;

Thence, with said northerly margin, N 79° 13' 48" W, 224.96 feet to an iron pin set;

Thence, leaving said margin with the east line of Lot 2 of aforementioned plat in the name of Vision Nashville, LLC of record in Deed Book 11265, Page 163, R.O.D.C., N 10° 41' 23" E. 370.92 feet to an iron pin set;

Thence, with Lot 1 of the aforementioned plat in the name of Duke Realty Limited Partnership of record in Deed Book 11265, Page 153, R.O.D.C., N 79° 53' 10" E, 40.07 feet to an iron pin set.

Thence, S 53° 04' 01" E, 268.21 feet to an iron pin set in the westerly margin of Airport Center Drive;

Thence, with said margin and curve concave to the south having a central angle of 23° 12' 01", a radius of 340.00 feet and a chord of S 22° 30' 51" W, 136.73 feet for an arc length of 137.67 feet to a concrete monument;

Thence, S 10° 41' 23" W, 108.05 feet to the point of beginning,

Containing 86,228 square feet or 1.98 acres, more or less. Being the same property conveyed to Leeward Strategic Properties, Inc., a Delaware corporation, in Instrument # 20130403-0032884, Register's Office for Davidson County, TN

EXHIBIT B TO SPECIAL WARRANTY DEED

EXCEPTIONS

Permitted Exceptions

1. Real property taxes and assessments for the year 2014 and thereafter, not yet due and payable.

2. Zoning and other regulatory laws and ordinances affecting the Property.

3. Matters which would be disclosed by a current survey.

4. Easements, rights of way, limitations, conditions, covenants, restrictions, and all other matters, whether of record or not.

TOGETHER with all and singular tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.