This Instrument Was Prepared By:
Robert M. Holland, Jr.
Butler Snow LLP
The Pinnacle at Symphony Place
150 3rd Avenue South, Suite 1600
Nashville, TN 37201

Davidson County DEEDWARRSP
Recvd: 09/29/15 12:50 7 pgs
Fees:38.00 Taxes:110075.00
20150929-0098813

Address New Owner(s):	**Send Tax Bills to:**	**Map and Parcel:**
4700 Wilshire Blvd	New Owner	Map: 93-06-1
Los Angeles, CA 90010		Parcel: 89.00
Attention: Ellen Rose		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **401 CHURCH STREET LLC**, a Tennessee limited liability company, (the "Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto **401 CHURCH STREET PROPERTY OWNER, LLC**, a Delaware limited liability company (the "Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to that certain land in Davidson County, Tennessee, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee and its successors and assigns, forever. And Grantor does covenant with the Grantee that it is lawfully seized and possessed of said land in fee simple and has a good right to convey it and the same is unencumbered, except for those exceptions included on Exhibit "B", attached hereto and incorporated herein by reference. Grantor does further covenant and bind itself, its successors, and assigns to warrant and forever defend the title to said land to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS Grantor's hand, this 11 day of September, 2015.

401 CHURCH STREET LLC, a Tennessee Limited Liability Company

By: Shelbourne Nashville Management, LLC, its Managing Member

By: Shelbourne Global TN, LLC, its Managing Member

By: Bernard S. Bertram
Name: Bernard S. Bertram
Title: Managing Member

New York
STATE OF ~~TENNESSEE~~)
COUNTY OF ~~DAVIDSON~~)
Kings

Personally appeared before me, the undersigned, a Notary Public, Bernard S. Bertram, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Member of Shelbourne Global TN, LLC, the managing member of Shelbourne Nashville Management, LLC, the managing member of 401 Church Street LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the bargainor by himself as Managing Member.

Witness my hand, at office this 11 day of September, 2015.

Lisa M Laniado
Notary Public

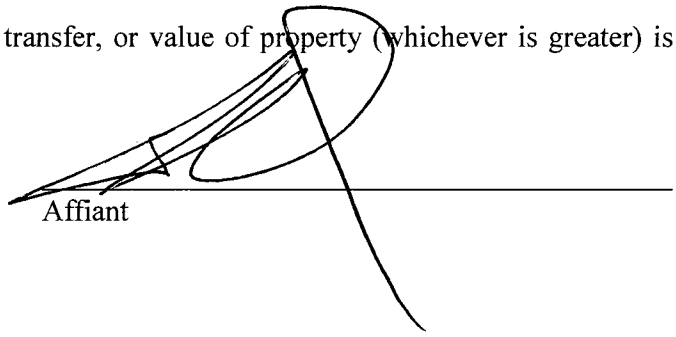
My Commission Expires: 8/31/19

Lisa M. Laniado
Notary Public, State of NY
No. 01LA6329677
Qualified in Kings County
Commission Expires in 8/31/2019

[SIGNATURE PAGE FOR SPECIAL WARRANTY DEED]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer, or value of property (whichever is greater) is $29,750,000.00.



Affiant

See attached

Subscribed and sworn before me
this _____ day of September, 2015.

_____
Notary Public

My Commission Expires: _____

[SIGNATURE PAGE FOR SPECIAL WARRANTY DEED]

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1.
2.
3.
4.
5.
6.

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 10 day of September, 2015,
Date *Month* *Year*
by
(1) Shaul Kuba

(and (2) _____ ☒
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DEANA WALK
Commission # 2106192
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2019

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Special Warranty Deed Document Date: 9.10.2015

Number of Pages: 5 Signer(s) Other Than Named Above: _____

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EXHIBIT A

Property Description

TRACT I:

Being a parcel of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, located in the southwest quadrant of the intersection of Church Street and Fourth Avenue North, being a part of Lot No. 66, as shown on the Plan of the Original Town of Nashville, not of record, and being more particularly described as follows:

Beginning at the point of intersection of the southerly right-of-way line of Church Street and the westerly right-of-way line of Fourth Avenue North; thence with said right-of-way line, South 29 deg. 51 min. East 233.26 feet to a point; thence, leaving said right-of-way line with the northerly right-of-way line of Alley No. 54, South 59 deg. 32 min. West, 118.96 feet to the point of intersection with the easterly right-of-way line of Alley No. 66; thence, with said right-of-way line, North 29 deg. 51 min East, 110.16 feet to a point; thence, leaving said right-of-way line with the northerly right-of-way line of said Alley No. 66, North 75 deg. 08 min. West 7.46 feet to a point; thence, continuing with said right-of-way line, South 60 deg. 14 min. West 6.64 feet to a point in the easterly line of property conveyed to Crescent Associates, Ltd by deed of record in Book 6375, page 440, Register's Office for Davidson County, Tennessee; thence with said line, North 30 deg. 01 min. West, 119.13 feet to a point in the southerly right-of-way line of Church Street; thence, with said right-of-way line, North 60 deg. 09 min East, 131.24 feet to the point of beginning; containing 29,281 square feet or 0.67 acre, more or less.

Being the same property conveyed to 401 Church Street LLC, a Tennessee limited liability company, by deed from LC Tower, L.L.C., a Delaware limited liability company, of record in Instrument No. 20050624-0072961, Register's Office for Davidson County, Tennessee.

TRACT II:

All of that certain property that was formerly known as Metropolitan Nashville Alley No. 66, according to the official street and alley acceptance and maintenance map for the Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2003-63. Said property was abandoned as an alley pursuant to Metropolitan Ordinance No. BL 2005-570, enacted on April 7, 2005.

Being the same property conveyed to 401 Church Street, L.L.C., a Delaware limited liability company, by Quitclaim Deed of record in Instrument No. 20060928-0120210, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Taxes for 2015, a lien not yet due and payable.

2. Parking Agreement of record in Instrument No. 200506240072963, as amended by First Amendment to Parking Agreement of record in Instrument No. 201505220047614, as modified by Modification and Reaffirmation of Parking Agreement and Estoppel of record in Instrument No. 201404140030844, Register's Office for Davidson County, Tennessee.

3. Agreement and Release of record in Instrument No. 200609280120212, Register's Office for Davidson County, Tennessee.

4. Deed of Easement of record in Book 2651, page 35, Register's Office for Davidson County, Tennessee.

5. Easement Agreement of record in Instrument No. 200609280120211, Register's Office for Davidson County, Tennessee.

6. Terms and provisions of that certain lease by and between Metropolitan Life Insurance Company and State of Tennessee of record in Book 8532, page 272, as amended by Amendment of record in Book 8919, page 679; as further amended by Amendment of record in Book 9057, page 821; as further amended by Amendment of record in Instrument No. 200509300117902, Register' Office for Davidson County, Tennessee.

7. Terms and provisions of that certain lease by and between Landmark Center Associates, Ltd and Quest Microwave V, Inc. as evidenced by Memorandum of Lease of record in Book 6802, page 175 and in Book 6802, page 172, Register's Office for Davidson County, Tennessee.

8. Rights of tenants under any unrecorded leases.

True Copy Certification

I, Jay H. Smith, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Pamela G. Nash, a notary public for this county and state, Jay H. Smith, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires:

Notary Seal:

