BILL GARRETT, Davidson County
Trans:T20160044601 DEEDWARRSP
Recvd: 05/26/16 13:34 5 pgs
Fees:28.00 Taxes:22912.56
20160526-0053218

This Instrument prepared by:
Adams and Reese LLP (FRH)
424 Church Street, Suite 2700
Nashville, Tennessee 37219

ADDRESS NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL NOS.
Nashville Owner LLC c/o 21c Museum Hotel Attention: General Counsel 710 West Main Street, Third Floor Louisville, Kentucky 40202	Same	093-02-3/159.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **21c NASHVILLE LLC**, a Tennessee limited liability company (hereinafter the "GRANTOR"), has bargained and sold, and by these presents does transfer and convey unto **NASHVILLE OWNER LLC**, a Delaware limited liability company (hereinafter the "GRANTEE"), its successors and assigns, all of its right, title and interest in and to that certain tract or parcel of land in Davidson County, Tennessee, described on Exhibit A, attached hereto and incorporated herein by reference.

The conveyance of the property herein, and all covenants and warranties of Grantor contained herein, are made expressly subject to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

This is improved property known as 221 2nd Avenue North, Nashville, Davidson County, Tennessee 37201.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, and Grantee's successors and assigns forever.

AND Grantor does hereby covenant with Grantee that Grantor is lawfully and solely seized and possessed of the property in fee simple and that is has good right to sell and convey the same.

AND Grantor does further covenant and bind itself, and its respective successors and assigns, to warrant specially and forever defend the title to the property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise.

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

IN WITNESS WHEREOF, the GRANTOR has caused this Special Warranty Deed to be executed as of this 9th day of May, 2016.

21c NASHVILLE LLC,
a Tennessee limited liability company

By: 21c Hotel Holdings LLC, its Sole Member

By: _____
Name: Craig Greenberg
Title: President

STATE OF Kentucky)
COUNTY OF Jefferson)

Before me, Shawn O'Donnell, a Notary Public of said County and State, personally appeared Craig Greenberg, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President (or other officer authorized to execute the instrument) of **21c HOTEL HOLDINGS LLC** ("LLC"), the Sole Member of **21c NASHVILLE LLC**, a Tennessee limited liability company ("Company"), the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the LLC in its capacity as Sole Member of the Company, and on the Company's behalf, by himself as the President of the LLC, the Company's Sole Member.

Witness my hand, at office, this 9th day of May, 2016.

_____
Notary Public

SHAWN O'DONNELL NOTARY PUBLIC ID NO. 508102 MY COMMISSION EXPIRES 3/21/2018 STATE AT LARGE, KY.

My Commission Expires:
March 21, 2018

STATE OF TENNESSEE
COUNTY OF WILLIAMSON The actual consideration or value whichever is greater, for this transfer is $ 6,192,585.00

Affiant Joseph Bass Jr.

Subscribed and sworn to before me this the 24TH day of MAY, 2016

(Affix Seal) *Notary Public* Nicole Champion

My commission expires: 8-28-16

NICOLE CHAMPION
NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT A

Legal Description of the Property

The land situated in the County of Davidson, State of Tennessee, and described as follows:

A tract of land located in the First Civil District of Metropolitan Nashville and Davidson County, Tennessee, bounded on the East by Second Avenue North, on the South by Bank Alley (Alley No. 4) on the West by Third Avenue North, on the North by Fourth Church Investment Company, Inc. and Industrial Realty, Inc., and being more particularly described on a survey dated April 20, 1982, by American Surveying & Engineering Co. as follows:

Beginning at a P & K nail located in the westerly right of way margin of Second Avenue North at said margins intersection with the northerly right of way margin of Bank Alley (Metro Alley No. 4); thence, following the northerly right of way margin of Bank Alley, South 62° 31' West, a distance of 225.13 feet to a P & K nail located where said margin intersects the easterly right of way margin of Third Avenue North; thence, following the easterly right of way of Third Avenue North; North 27° 40' West, a distance of 55.03 feet to a point located in the southerly boundary of the Fourth Church Investment Company property, as recorded in Book 5428, Page 509, R.O.D.C., Tennessee; thence, following said boundary between two building walls, North 62° 31' East, a distance of 112.79 feet to a point; thence, North 27° 17' West, a distance of 19.84 feet to a point located in the southerly boundary of the Industrial Realty Company property, as recorded in Book 3499, Page 419, R.O.D.C., Tennessee; thence, following the aforementioned south boundary between two building walls, North 62° 31' East, a distance of 113.16 feet, to a P & K nail located in the westerly right of way margin of Second Avenue North; thence, following the westerly right of way margin of Second Avenue North, South 26° 56' East a distance of 74.88 feet to the point of beginning. Tract contains 14,652.7 square feet or 0.34 acre, more or less.

Being the same property conveyed to 21c Nashville LLC, a Tennessee limited liability company by deed from The Metropolitan Development of Housing Agency of record in Instrument No. 20160526-0053217, dated May 19, 2016, said Register's Office.

EXHIBIT B

This conveyance is made subject to:

1 Taxes for the year 2016 a lien, not yet due and payable.

2 Encroachment Agreement of record in Book 6813, Page 413, Register's Office of Davidson County, Tennessee.

3 All matters as shown on Survey No. 554716013 by Robert M. Searson, TN RLS No. 1666 with Littlejohn dated March 14, 2016, shows the following matters:

(a). Encroachments upon Easement and West Public Right of Way.

4 Ordinance No. BL2002-1033 of record in Instrument No. 20020626-0076795, Register's Office of Davidson County, Tennessee.