# SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

That HCBH OVERLOOK, LLC, a Delaware limited liability company (hereinafter referred to as "***Grantor***"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to it in hand paid and caused to be paid in the manner hereinafter stated by LION SUMMIT, LLC, a Delaware limited liability company ("***Grantee***"), the receipt of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, whose address is 600 Wilshire Boulevard, Suite 302, Los Angeles, California 90017, the property described on ***Exhibit A*** attached hereto, together with all improvements thereon situated (such land and improvements being called collectively the "Real Property"), and all right, title, and interest of Grantor in and to (a) adjacent streets, alley ways, and rights-of-way, (b) any adjacent strips and gores of real estate, and (c) all utility capacity, sanitary sewer, storm sewer, water and other utility rights thereto, on or under the Real Property subject to any and all matters of record, including, without limitation, those matters listed on ***Exhibit B*** attached hereto (collectively, the "***Permitted Encumbrances***").

Being the same property conveyed to the party of the first part by Special Warranty Deed of record at Instrument Number 20150821-0084449 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the above described property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors, executors, administrators and/or assigns, forever, and Grantor does hereby bind itself and its successors, executors, administrators, and/or assigns, to warrant and forever defend all and singular the Real Property unto Grantee, its successors, executors, administrators and/or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

Ad valorem taxes have been prorated, Grantee hereby assumes the payment of all 2017 real property taxes affecting the Property.

SIGNATURE PAGE FOLLOWS

BILL GARRETT, Davidson County
Trans:T20170035048 DEEDWARRSP
Recvd: 04/26/17 09:50 7 pgs
Fees:38.00 Taxes:112110.00
20170426-0040802

This instrument is executed on this the 19 day of April, 2017.

HCBH OVERLOOK, LLC,
a Delaware limited liability company

By: _____
Name: Matt McGraner
Title: Authorized Signatory

STATE OF TEXAS

COUNTY OF DALLAS

On April 19, 2017, before me, Sarah Bell, a Notary Public in and for said State, personally appeared Matt McGraner, Authorized Signatory of HCBH Overlook, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary's Signature
My Commission Expires: 4/8/2019

AFFIX SEAL

SARAH ASHLEY BELL
Notary ID # 130183004
My Commission Expires
April 8, 2019

**BILL GARRETT**
**REGISTER OF DEEDS**

**www.nashville.gov/rod**

**PO Box 196398**
**Nashville, TN 37219-6398**
**(615) 862-6790 phone**
**(615) 880-2039 fax**

The following oath of consideration is required on all deeds transferring property:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or true value, whichever is greater for this transfer is $30,300,000.00

Affiant

Subscribed and sworn before me, this ____ day of _____, 20___.

Notary

See attached.

# JURAT

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 20 day of April,

20 17 by Jeffrey Michael Weller,

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

CHRISTIANA GIFFORD
Commission No. 2154567
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm Expires MAY 24, 2020

Signature (Seal)

## OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

Additional information

## INSTRUCTIONS

*The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.*

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information Is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

**********

**(FOR RECORDING DATA ONLY)**

Property Address:
860 Murfreesboro Pike
Nashville, Tennessee 37217

Property Owner:
Lion Summit, LLC
600 Wilshire Boulevard, Suite 302
Los Angeles, California 90017

Map 106 Parcel 072.00
Ward ___Block ____Parcel ____

Mail tax bills to: (Person or Agency responsible for payment of taxes)
Lion Summit, LLC
600 Wilshire Boulevard, Suite 302
Los Angeles, California 90017

This instrument prepared by:
Wick Phillips Gould & Martin, LLP
3131 McKinney Avenue, Suite 100
Dallas, Texas 75204

Return to:
Lion Summit, LLC
600 Wilshire Boulevard, Suite 302
Los Angeles, California 90017

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 $_____ 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 _____ day of _____, 2017.

_____
Notary Public

My Commission Expires:

_____

# EXHIBIT A

Legal Description

**Land in the 3rd Civil District of Davidson County, Tennessee being shown on a survey prepared by Philip B. Taylor of The Schneider Corporation dated April 7, 2008 with Job Number 7103.001 being more particularly described as follows:**

**Beginning at a point in the north right-of-way of Murfreesboro Road or U.S. Highway No. 41 on a non tangent curve having a radius of 1879.90 feet marked by a 1/2 inch rebar, said point being Pamela and Donald Hagan's southwest corner; thence northwesterly with the right-of-way of said road along said curve an arc distance of 235.64 feet to a point which bears South 37 degrees 56 minutes 38 seconds West from said radius point; thence with said right-of-way North 52 degrees 13 minutes 00 seconds West a distance of 268.54 feet to a 1/2 inch rebar; thence North 34 degrees 57 minutes 14 seconds East a distance of 264.95 feet to a 1/2 inch rebar; thence North 49 degrees 19 minutes 09 seconds West a distance of 265.52 feet to a 5/8 inch rebar in the easterly line of Welcome Hospitality Group, Inc.; thence with Welcome Hospitality Group, Inc.'s line North 17 degrees 55 minutes 26 seconds East a distance of 433.72 feet to a 3/4 inch rebar at the southeast corner of McQuiddy Printing Company; thence with McQuiddy's line North 17 degrees 32 minutes 44 seconds East a distance of 205.91 feet to a piece of 5/8 inch steel; thence along McQuiddy's south line South 70 degrees 41 minutes 05 seconds East a distance of 675.43 feet to a point in Viola Hagan's west line marked by a wooden fence post; thence with Viola Hagan's west line the following three courses: 1) South 04 degrees 08 minutes 01 seconds West a distance of 424.65 feet to a 3/4 inch rebar, 2) South 25 degrees 52 minutes 39 seconds West a distance of 300.30 feet to a 1/2 inch rebar, 3) South 07 degrees 00 minutes 20 seconds West a distance of 189.94 feet to a 1/2 inch rebar at a point in Pamela and Donald Hagan's line; thence with Pamela and Donald Hagan's line the following 2 courses: 1) North 81 degrees 25 minutes 23 seconds West a distance of 152.76 feet to a 1/2 inch rebar, 2) South 10 degrees 49 minutes 19 seconds West a distance of 217.63 feet to the point of beginning, containing 15.98 acres, more or less.**

**Being the same property conveyed to Wells Fargo Bank N.A., as Trustee, as of record in Instrument No.20070117-0007022, Register's Office for Davidson County, Tennessee.**

## EXHIBIT B

Permitted Encumbrances

1. Taxes for the year 2017; a lien, but not yet due or payable.

2. Exclusive Easement and Assignment Agreement between Altamont Pointe Apartments, LLC, a Tennessee limited liability company and Kanchen Holdings, LLC, a Delaware limited liability company of record as Instrument No. 200910130094858, Register's Office for Davidson County, Tennessee, as shown on the ALTA Survey prepared by Commercial Due Diligence Services, Project No. 17-03-0122, dated as of 03/28/17, and last revised 4/11/17.

3. Grant of Easement to Comcast of Nashville I, LLC of record as Instrument No. 201007200056817, Register's Office for Davidson County, Tennessee.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4040, Page 968, Register's Office for Davidson County, Tennessee, as shown on the ALTA Survey prepared by Commercial Due Diligence Services, Project No. 17-03-0122, dated as of 03/28/17, and last revised 4/11/17.

5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4520, Page 797, Register's Office for Davidson County, Tennessee, as shown on the ALTA Survey prepared by Commercial Due Diligence Services, Project No. 17-03-0122, dated as of 03/28/17, and last revised 4/11/17.

6. All the terms and provisions set forth and contained in that certain Lease between EBA Associates, a Tennessee general partnership, Lessor and Powertel/Memphis, Inc., Lessee, and the Memorandum recorded in Book 10890, Page 921, Register's Office for Davidson County, Tennessee, the locations of the leased area and easements being as shown on the ALTA Survey prepared by Commercial Due Diligence Services, Project No. 17-03-0122, dated as of 03/28/2017, and last revised 4/11/17.

7. Assignment and Assumption Agreement of record in Book 11519, Page 847, Register's Office for Davidson County, Tennessee.

8. Memorandum of Lease - Site Lease Acknowledgment of record in Book 11519, Page 857, Register's Office for Davidson County, Tennessee.

9. Assignment and Assumption Agreement of record in Book 11519, Page 865, Register's Office for Davidson County, Tennessee.

10. Memorandum of Lease by and between EBA Associates, a Tennessee general partnership, Lessor, and Web Service Company, Inc., Lessee, dated June 21, 2000, of record as Instrument No. 200009140091596, Register's Office for Davidson County, Tennessee; and terms and provisions of the underlying subject lease.