Karen Johnson Davidson County
Batch# 200665 DEEDWARRSP
03/01/2019 09:00:15 AM 8 pgs
Fees: $43.00 Taxes: $412,550.00
20190301-0018557

This instrument prepared by:

William G. Homiller, Esq.
Troutman Sanders LLP
1001 Haxall Point
Richmond, Virginia 23219

~~After recording return to~~:

Wheelock Street Capital LLC
500 Boylston Street, 16th Floor
Boston, MA 02116

Return to:
Rudy Merab
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4354
File No. TN251809101R

| ADDRESS NEW OWNER AS FOLLOWS: | SEND TAX BILLS TO: | TAX PARCEL NUMBER |
|---|---|---|
| WSL – PHILIPS PLAZA, LLC<br>c/o Wheelock Street Capital LLC<br>500 Boylston Street, 16th Floor<br>Boston, MA 02116 | SunTrust Bank<br>CRE Loan Admin Atlanta Office<br>Attention: Loan Servicing<br>1155 Peachtree Street, NE, Suite 300<br>Mail Code: GA-Atlanta-0081<br>Atlanta, GA 30309 | 93-2-3-188.00 |
| | | |

# SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **LCP NASHVILLE, LLC**, a Delaware limited liability company, the "Grantor" herein, has this day bargained and sold, and does hereby transfer and convey unto **WSL – PHILIPS PLAZA, LLC**, a Delaware limited liability company, the "Grantee" herein, its successors and assigns, certain real estate in Davidson County, State of Tennessee, described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

This is improved property, known as Philips Plaza, 414 Union Street, Nashville, Tennessee, and is the same real estate conveyed to Grantor by deed dated May 19, 2016 and recorded as Instrument No. 20160524-0051774 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns in fee simple forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth on Exhibit B, attached hereto and made a part hereof (the "Permitted Exceptions").

Grantor further covenants and binds itself, its successors and representatives, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons, claiming by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

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.

[SIGNATURE ON FOLLOWING PAGE]

In Witness Whereof, the Grantor has caused its name to be signed hereto by its duly authorized officer as of the 22nd day of February, 2019.

LCP NASHVILLE, LLC,
a Delaware limited liability company

By: _____
Name: J. Ryan Lingerfelt
Title: President

**STATE OF** Virginia
**CITY/COUNTY OF** Henrico

Personally appeared before me, ~~J. Ryan Lingerfelt~~ Dianne S. Paciocco, a Notary Public in and for said County and State, J. Ryan Lingerfelt, as President of LCP Nashville, LLC, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office in Henrico, this 19TH day of February, 2019.

Dianne S. Paciocco
Notary Public

My Commission Expires: 7/31/2019

[Affix Notarial Seal]

Dianne S. Paciocco
Commonwealth of Virginia
Notary Public
Registration No. 7508684
My Commission Expires 7/31/2019

**EXHIBIT A TO SPECIAL WARRANTY DEED**

PARCEL 1

BEING A PARCEL OF LAND IN NASHVILLE, FIRST CIVIL DISTRICT, NINETEENTH COUNCILMANIC DISTRICT, DAVIDSON COUNTY, TENNESSEE, LOCATED ON THE EASTERLY SIDE OF FIFTH AVENUE NORTH BETWEEN UNION STREET AND DEADERICK STREET, BEING LOT NO. E-1, AS SHOWN ON THE PLAN OF COMMERCE PLACE AS OF RECORD IN BOOK 4885, PAGE 78, R.O.D.C., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT COORDINATES NORTH 646,151.41, EAST 1,769,454.77, TENNESSEE STATE PLANE COORDINATE SYSTEM, SAID IRON PIN BEING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF UNION STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE NORTH; THENCE, WITH SAID EASTERLY RIGHT-OF-WAY LINE N 27° 13' 06" W, 230.12 FEET TO A LEAD PLUG AT COORDINATES NORTH 646,356.05, EAST 1,769,349.51. SAID PLUG BEING AT THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEADERICK STREET; THENCE, WITH SAID SOUTHERLY RIGHT-OF-WAY LINE N 62° 48' 35" E, 63.00 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY LINE WITH THE WESTERLY LINE OF LOT NO. E-2 AS SHOWN ON SAID PLAN OF COMMERCE PLACE, THE FOLLOWING CALLS: S 27° 11' 25" E, 17.75 FEET TO A POINT; S 72° 11' 25" E, 284.61 FEET TO A POINT; S 27° 37' 02" E, 8.90 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF UNION STREET; THENCE, WITH SAID LINE S 62° 19' 38" W, 264.20 FEET TO THE POINT OF BEGINNING. CONTAINING 36,677 SQUARE FEET OR 0.84 ACRE, MORE OR LESS.

PARCEL 2 (EASEMENT)

NONEXCLUSIVE EASEMENTS FOR PEDESTRIAN ACCESS, MOTOR VEHICULAR ACCESS, PARKING, SERVICE, SUPPORT AND UTILITIES AS CREATED BY RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN BOOK 5253, PAGE 786, AS SUPPLEMENTED BY FIRST SUPPLEMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN BOOK 5522, PAGE 84, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND AS FURTHER SUPPLEMENTED BY SECOND SUPPLEMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN BOOK 9172, PAGE 280, AS AMENDED BY THIRD AMENDMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT AND TERMINATION OF PARKING CONCESSION AGREEMENT OF RECORD IN INSTRUMENT NO. 20051007-0121287; IN INSTRUMENT NO. 20051007-0121288 AND IN INSTRUMENT NO. 20051007-0121289; AS AMENDED BY FOURTH AMENDMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN INSTRUMENT NO. 20070215-0019359; AND AS AMENDED BY FIFTH AMENDMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING

AGREEMENT OF RECORD IN INSTRUMENT NO. 20140709-0060548, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO LCP NASHVILLE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED FROM CFLC NASHVILLE LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF RECORD AS INSTRUMENT NUMBER 20160524-0051774 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

STREET ADDRESS: 414 Union Street, Nashville, Tennessee

TAX PARCEL NUMBER: 93-2-3-188.00

## EXHIBIT B TO SPECIAL WARRANTY DEED

1. All taxes for Tax Parcel Number 093-02-3-188, for Fiscal Year 2019 and subsequent years, not yet due and payable.

2. Rights of tenants in possession under unrecorded leases or rental agreements as shown on Grantor's certified rent roll of even delivery herewith, as tenants only, with no rights of first refusal or options to purchase, upon the terms, covenants, conditions and provisions thereof.

3. Terms and conditions as contained in the Warranty Deeds to Commerce Union Bank of record in Book 4544, Page 651; in Book 4545, Page 133; in Book 4641, Page 567; and in Book 4942, Page 336, all in the Register's Office for Davidson County, Tennessee. The Deeds contain reverter clauses. However, pursuant to the terms of that certain certificate of compliance or record in Book 5136, Page 193, said Register's Office, as corrected by Instrument of Correction of record in Book 5252, Page 353, said Register's Office, the restrictions contained in the unrecorded contracts referred to in the Deeds under which the reverter clause could be invoked were satisfied.

4. Terms and conditions of the Reciprocal Easements and Common Area Operating Agreement by and among Commerce Place Company, Commerce Place Venture, Nashville Hotel Venture, Metropolitan Life Insurance Company and Commerce Union Bank with Russell Sinclair Grove, Jr. and William R. Dearborn as Trustees of record in Book 5253, Page 786; as supplemented by First Supplement of record in Book 5522, page 84; as supplemented by Second Supplement to Reciprocal Easements of record in Book 9172, Page 280; as amended by Third Amendment to Reciprocal Easements and Common Area Operating Agreement and Termination of Parking Concession Agreement of record in Instrument No. 20051007-0121287; in Instrument No. 20051007-0121288 and in Instrument No. 20051007-0121289 and as amended by Fourth Amendment to Reciprocal Easements and Common Area Operating Agreement of record in Instrument No. 20070215-0019359, and as amended by Fifth Amendment to Reciprocal Easements and Common Area Operating Agreement of record in Instrument No. 20140709-0060548; and as amended by Consent and Subordination of First Mortgage of record in Instrument No. 20140710-0060606 and in Instrument No. 20140710-0060607, in the Register's Office for Davidson County, Tennessee.

5. Terms and conditions of that certain Lease as indicated by Memorandum of Service Agreement dated April 1, 2007, by and between Parkway Properties LP, a Delaware limited partnership, as lessor, and The Zinser Law Firm, a Tennessee professional corporation, as lessee, of record in Instrument No. 20070509-0055924, in the Register's Office for Davidson County, Tennessee.

6. Terms and conditions of the unrecorded lease agreement as evidenced by Memorandum of Lease dated July 22, 2014, by and between CFLC Nashville LLC, as Landlord, and Bank of America, National Association, as Tenant, of record in Instrument No. 20140722-0064886, Register's Office for Davidson County, Tennessee.

7. ALTA/NSPS Land Title Survey prepared by Clifford McGill, Registered Land Surveyor No. 2699 on behalf of Bock & Clark Corporation, dated October 19, 2018, last revised December 19, 2019 and designated as Project No. 201804285-001, shows the following:
    a. Water meter crosses south property line
    b. Overhang across south property line

VALUATION AFFIDAVIT

**COMMONWEALTH OF MASSACHUSETTS**
**SUFFOLK COUNTY, ss.**

The undersigned, Lawrence Settanni as authorized signatory of WSL – Philips Plaza, LLC, hereby swears or affirms that, to the best of my knowledge, information and belief, the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is $111,500,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT/GRANTEE:

**WSL – Philips Plaza, LLC,**
a Delaware limited liability company

By: _____
Name: Lawrence Settanni
Title: Authorized Signatory

Subscribed and sworn to, before
me, this 13th day of February, 2019.

Notary Public
My Commission Expires: 1/31/21

[Affix Seal]

**Danielle L. Trudeau**
***Notary Public***
***State of Connecticut***
**My Commission Expires 1/31/2021**