THIS INSTRUMENT WAS PREPARED BY:
Ashby R. Scott
Evans | Petree PC
1000 Ridgeway Loop Road, Suite 200
Memphis, Tennessee 38120

AFTER RECORDING RETURN TO:
Homer Lee Walker
Morris, Manning & Martin, LLP
3343 Peachtree Road, NE, Suite 1600
Atlanta, Georgia 30326

Karen Johnson Davidson County
Batch# 350392 DEEDWARRSP
01/30/2020 07:49:30 AM 8 pgs
Fees: $43.00 Taxes: $167,610.00
20200130-0010855

Address of New Owner:	Send Tax Bills To:	Parcel Identification Nos.:
SCG Lion's Head, LLC c/o Stockbridge Capital Group 3550 Lenox Road, Suite 2000 Atlanta, Georgia 30326	SCG Lion's Head, LLC c/o Stockbridge Capital Group 3550 Lenox Road, Suite 2000 Atlanta, Georgia 30326	8DA 45570 Map 103-15, Parcel 43

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Lion's Head Village Investors, LLC**, a Tennessee limited liability company ("Grantor"), has this day bargained and sold, and by these presents does transfer and convey unto **SCG Lion's Head, LLC**, a Delaware limited liability company ("Grantee"), its successors and assigns, certain real estate situated in the City of Nashville, Davidson County, Tennessee and more particularly described on Exhibit A to this Special Warranty Deed, which is attached hereto and incorporated herein by reference (the "Property").

The Property consists of improved property located on 40 White Bridge Pike, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, that Grantor has a good and lawful right to convey the Property and that the Property is unencumbered except as herein set forth to the contrary. Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise; provided, however, that this conveyance and all covenants and warranties contained herein are subject to the matters set forth on Exhibit B to this Special Warranty Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the 24th day of January, 2020.

GRANTOR:

Lion's Head Village Investors, LLC

By: _____
Name: Paul T. J. Boyle
Title: Manager

STATE OF TENNESSEE)
COUNTY OF SHELBY)

PERSONALLY APPEARED BEFORE ME, Tracey Warren, a Notary Public with authority to act in the State and County aforesaid, Paul T. J. Boyle, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this 24th day of January, 2020.

_____
Notary Public

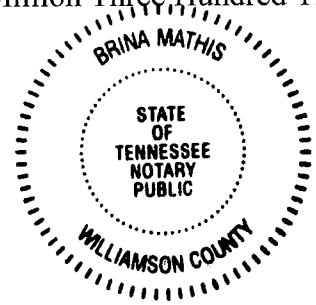
My Commission Expires:

_____

TRACEY WARREN
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 08-10-2021

STATE OF Tennessee)
COUNTY OF Williamson)

The actual consideration or value, whichever is greater, for this transfer is Forty-Five Million Three Hundred Thousand and 00/100 Dollars ($45,300,000.00).



Expires: 4-21-2020

AFFIANT

Brina Mathis

Notary Public

SUBSCRIBED and sworn to before me, this 29th day of January, 2020.

Exhibit A
Legal Description

Being a tract of land in the 24th Councilmanic District, Davidson County Tennessee. Being Lot 1 of the Resubdivision of Lots 1 and 2 of Lion's Head Village as recorded in Plat Book 5210, Page 242, Register's Office Davidson County, Tennessee (RODC). Being bounded on the west by Lot 4 Lion's Head Village as recorded in Plat Book 5210, Page 200, RODC, by Lot 5 of said Lion's Head Village and by Lot 1 of Lion's Head Village West recorded in Plat Book 5210, Page 288, RODC, bounded on the north by the Tennessee Valley Authority, as recorded in Book 3958, Page 625, RODC, bounded on the east by Lion's Head Condominium as recorded in Book 5287, Page 536, RODC by Lot 2 of said Resubdivision of Lots 1 and 2 of Lion's Head Village and by Lot 3 of said Lion's Head Village bounded on the south` by White Bridge Pike (a 80' Right-of-Way) (ROW). Tract being described as follows:

POINT OF BEGINNING being an 3/8"iron rod (old) on the northern ROW of said White Bridge Pike also being the southwestern corner of the herein described tract and the southeastern corner of said Lot 4; thence with the common line of said Lot 1 and Lot 4 North 80°45'13" East 56.57 feet to an 3/8"iron rod (old); thence North 35°45'13" East 144.59 feet to an iron rod (old); thence North 09°42'46" East 165.00 feet to an iron rod (new); thence North 80°17'14" West 60 feet to an iron rod (new) said iron rod being the southeastern corner of said Lot 5; thence with the common line of said Lots 1 and 5, North 09°42'46" East 243.00 feet to an iron rod (new); thence North 80°17'14" West 182.41 feet to an 3/8" iron rod (old), an iron rod being on the common line of said Lot 1 and said Lot 1 of Lion's Village West; thence with said common line North 11°25'18" East 496.63 feet to an concrete monument (old) on the southern line of said Tennessee Valley Authority Tract, said monument also being the northwestern corner of the herein described tract; thence with the said southern line of said Tennessee Valley Authority Tract North 86°02'55" East 383.00 feet to an iron rod (new), said iron rod being the northwestern corner of the Lion's Head Condominium Tract and the northeastern corner of the herein described tract; thence leaving the southern line of said Tennessee Valley Authority Tract with the western line of said Lion's Head Condominium Tract South 06°37'18" West 329.00 feet to a concrete monument (old); thence South 83°22'42" East 204.00 feet to an iron rod (old); thence South 09°42'46" West 618.99 feet to an iron rod (new) said iron rod being the northeastern corner of said Lot 2;thence with the common line of said Lots 1 and Lot 2 North 80°17'14" West 166.00 feet to a point; thence North 09°42'46" East 50.00 feet to a point; thence North 80°17'14" West 164.00 feet to an 3/8" iron rod (old); thence South 09°42'46" West 147.77 feet to an iron rod (new); thence South 54°14'47" East 20.36 feet to an 3/8" iron rod (old), said iron rod being the northwestern corner of said Lot 3; thence with the common line of said Lots 1 and 3 South 35°45'13" West 125.00 feet to an iron rod (old) with a BWSC cap; thence South 09°14'47" East 56.57 feet to an iron rod (old) with a BWSC cap on the northern ROW of said White Bridge Pike; thence with said northern ROW North 54°14'47' West 150.00 feet to the point of beginning.

Bearings based on Tennessee State Plate Coordinate System.

Containing 417,295 square feet or 9.57 acres.

Being the same property conveyed to Lion's Head Village Investors, LLC, a Tennessee limited liability company, by Deed of record in Instrument No. 20090518-0045567, Register's Office for Davidson County, Tennessee.

Exhibit B
List of Permitted Exceptions

1. Rights of tenants in possession as tenants only, under prior written but unrecorded leases, with no rights of first refusal or options to purchase the property.

2. Taxes for the year 2020, and subsequent years, a lien not yet due or payable.

3. Subject to the following matters shown on the Plan of Resubdivision of Lots 1 & 2 Lions Head Village of record in Plat Book 5210, Page 242, Register's Office for Davidson County, Tennessee, as amended in Book 9030, Page 802, said Register's Office, and as shown on Survey, (hereinafter defined).
   a. minimum building setbacks;
   b. public utility easements and joint private access easements;
   c. owner's certificate;
   d. notes #1, 2 and 3;
   e. 12" gas line not within easement.

4. Declaration of Reciprocal Rights and Restrictions, dated September 10, 1979, executed by Cousins Properties of Tennessee, Inc., a Georgia corporation, recorded in Book 5496, Page 199, amended by Modification of Declaration of Reciprocal Rights and Restrictions, dated December 16, 1980, executed by and among Lion's Head Village, Ltd., Lions Head Ltd., Belbridge Properties, Ltd., General Mills Restaurant Group, Inc., Cousins Properties of Tennessee, Inc., Aetna Life Insurance Company, Keith B. Simmons, Trustee, Nashville City Bank & Trust Co., John B. Hardcastle, Trustee, W.R. Grace & Co., Consolidated Theaters, Inc., and Southern Hospitality Corporation, recorded in Book 5711, Page 321, Book 5711, Page 332, Book 5711, Page 343 and Book 5711, Page 354, all in the Register's Office, Davidson County, Tennessee.

5. Twenty foot (20') wide sanitary sewer easement created by Easement, dated May 8, 1962, executed by Most Reverend William L. Adrian and recorded in Book 3376, Page 102, in said Register's Office, as shown on Survey.

6. Subject to an unrecorded gas line easement as referred to in an instrument of record in Book 4755, Page 682, said Register's Office.

7. Memorandum of Lease Agreement between Nashland Associates, Lessor, and Stein Mart, Inc., Lessee, of record in Book 9400, Page 558, said Register's Office, which contains no options to purchase or rights of first refusal.

8. Exception to Easement, Project No. 94-WX-38, dated October 20, 1994, of record in Book 9539, Page 645, said Register's Office, as noted on Survey.

9. Terms, provisions, covenants, conditions, restrictions and termination of right contained in the Cross Across Easement and Restriction Agreement by and between Lion's Head

Village Investors, LLC, and Target Corporation of record at Instrument Number 20090518-0045569, said Register's Office, as shown on Survey.

10. Easement to Piedmont Natural Gas Company, Inc., of record in Instrument Number 20160405-0032566, said Register's Office, as shown on Survey.

11. Terms and provisions of the Lease in favor of Trader Joe's East Inc., and the Memorandum of Lease of record in Instrument Number 20190626-0061963, said Register's Office, which contains no options to purchase or rights of first refusal.

12. All matters as shown on Survey No. 5547-19-069, prepared by Robert M. Searson, TN RLS# 1666, dated October 14, 2019, last revised January 29, 2020 (the "Survey"), including the following:
    a. intentionally deleted;
    b. possible dumpster pad and wall encroachment;
    c. building encroachment into water easement with an agreement set forth in Book 9539, page 645, RODCT;
    d. intentionally deleted;
    e. intentionally deleted.

Certificate of Authenticity

I, Heather Wood, 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 herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Wood

Signature

State of Tennessee

County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and state, Heather Wood who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Brina Mathis

Notary's Signature

My Commission Expires: 4-21-2020

Notary's Seal (if on paper)

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY