This instrument prepared by:
Laurie A. Grasso, Esq.
Hunton Andrews Kurth LLP
200 Park Avenue
New York, New York 10166

When recorded, return to:
Mark Weibel, Esq.
Thomspon & Knight LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201

Karen Johnson Davidson County
Batch# 364956 DEEDWARRSP
02/28/2020 01:28:30 PM 10 pgs
Fees: $53.00 Taxes: $6,238.09
20200228-0022442

SPECIAL WARRANTY DEED

Address of New Owner:	Send Tax Bills To:	Map-Parcel Number:
Spirit Master Funding X, LLC c/o Spirit Realty, L.P. 2727 N. Harwood, Suite 300 Dallas, Texas 75201	Spirit Master Funding X, LLC c/o Spirit Realty, L.P. 2727 N. Harwood, Suite 300 Dallas, Texas 75201	081-160-409.00

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **SVCN 1 LLC**, a Delaware limited liability company, f/k/a Spirit Master Funding, LLC, having a business address at c/o Service Properties Trust, Two Newton Place, 255 Washington Street, Suite 300, Newton, Massachusetts 02458 ("Grantor"), has this day bargained and sold, and does hereby transfer and convey, subject in all respects to: (i) any charge, mortgage, pledge, security interest, restriction, deed of trust, option, preemptive purchase right, easement, encroachment, claim, lien or encumbrance, including without limitation statutory mechanics, carriers', workmen's, warehouseman's, repairmen's, materialmen's or other similar liens (any of the foregoing, a "Lien") other than a Lien that is granted by Grantor and recorded against the Property, expressly allowed by Grantor to be recorded by a third party, or exists because of Grantor's failure to satisfy a direct obligation of Grantor, or any of Grantor's parent(s), affiliate(s) and/or subsidiary(ies), in each case after September 20, 2019; (ii) any lease related to the occupancy of the Property (a "Lease"); (iii) any Lien arising because of the failure by a tenant under a Lease to satisfy its obligation under such Lease; and (iv) each of the items set forth on Exhibit B attached hereto and made a part hereof (items (i) – (iv), collectively, the "Permitted Exceptions"), unto **SPIRIT MASTER FUNDING X, LLC**, a Delaware limited liability company, having a mailing address of c/o Spirit Realty, L.P. 2727 N. Harwood, Suite 300, Dallas, Texas 75201 ("Grantee"), its successors, and assigns, certain improved real estate in Davidson County, as more particularly described on Exhibit A, attached hereto and incorporated herein (the "Property"), together with all of Grantor's right, title, and interest in and to rights, easements and privileges appurtenant to said real estate, all buildings, structures, fixtures and other improvements located on said real estate, and all of Grantor's interest, if any, in the land lying beneath the public roads and public rights of way adjoining the real estate.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee and its successors, heirs and assigns forever; and Grantor hereby covenants that, subject to the Permitted Exceptions, (i) Grantor is lawfully seized and possessed of said real estate in fee

NCS-951887TN6-PNV1
Spirit Master Funding X, LLC / HPT Portfolio
S04865/P05434/L04213
914 Jefferson Street, Nashville, TN

simple, (ii) Grantor has a good right to convey it, and (iii) that the same is unencumbered, except for the Permitted Exceptions.

Grantor further covenants and binds itself, its heirs and representatives, subject to the Permitted Exceptions, to warrant and forever defend the title to said real estate to said Grantee, its successors, heirs and assigns, against the lawful claims of all persons, claiming by, through or under the Grantor, but against none other.

[*Remainder of Page Intentionally Left Blank. Signature Page Follows.*]

IN WITNESS WHEREOF, Grantor has executed this instrument to be effective as of the 25 day of Nov., 2019.

SVCN 1 LLC,
a Delaware limited liability company

By: _____
Name: Todd Hargreaves
Its: Vice President

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

Before me, Stephanie Rufo, a Notary Public in and for the state and county aforesaid, personally appeared Todd Hargreaves to me known (or proved to me on the basis of satisfactory evidence) to be the Vice President of SVCN 1 LLC, a Delaware limited liability company, the within named grantor, who acknowledged under oath that, being duly authorized so to do, he/she executed the foregoing instrument for the purposes therein contained on behalf of said company in his capacity as Vice President of SVCN 1 LLC, a Delaware limited liability company of the within named grantor.

WITNESS my hand and seal at office this 20 day of November, 2019.

_____
Notary Public
My Commission Expires: 2/7/25

STEPHANIE RUFO
MY COMMISSION EXPIRES FEBRUARY 07, 2025
NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

I, Todd Hargreaves, hereby swear or affirm 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 $1,685,971.00, 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 20 day of November,
2019.

Notary Public

My Commission Expires: 4/11/25

MICHELLE GOLONKA
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
April 11, 2025

Spirit Master Funding X, LLC / HPT Portfolio
S04865/P05434/L04213
914 Jefferson Street, Nashville, TN

Exhibit A
Legal Description

[See Attached]

202002280022442

Issuing Office File Number: S02917 - Popeye's Chicken & Biscuits

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE BY TURNER ENGINEERING CO., INC., DATED AUGUST 15, 1973; AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE NORTHEASTERLY MARGIN OF JEFFERSON STREET, SAID PIN BEING LOCATED AT THE WESTERLY MARGIN CORNER OF THE MISSIONARY BAPTIST CHURCH PROPERTY; THENCE WITH THE MARGIN OF JEFFERSON STREET NORTH 43° 26' WEST FOR 195 FEET TO AN IRON PIN; THENCE LEAVING MARGIN OF SAID STREET NORTH 35° 59' 49" EAST FOR 177.03 FEET TO AN IRON PIN IN THE SOUTHWESTERLY MARGIN OF MADISON STREET; THENCE WITH THE MARGIN OF MADISON STREET SOUTH 43° 18' 55" EAST 195 FEET TO AN IRON PIN; THENCE LEAVING SAID STREET, SOUTH 35° 58' 21" WEST TO 176.64 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS.

BEING THE SAME PROPERTY CONVEYED TO SPIRIT MASTER FUNDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED FROM SHELTON DEVELOPMENT COMPANY – NASHVILLE, LLC, A LOUISIANA LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 201311130117219, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

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Exhibit B
Permitted Exceptions

[See Attached]

Issuing Office File Number: S02917 - Popeye's Chicken & Biscuits

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.

4. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. Any claim to oil, gas, minerals, and all rights incident thereto, previously conveyed, transferred, leased or reserved.

6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

7. Any lien or rights to a lien, for labor, services or materials imposed by law and not shown by the Public Records.

8. No insurance is afforded as to the acreage or square footage contained in the Land.

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9. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.

10. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Lease by and between Shelton Development Company - Nashville, LLC, a Louisiana limited liability company, and AFC Enterprises, Inc., a Minnesota corporation, of record in Instrument No. 200605050052633, in the Register's Office of Davidson County, Tennessee.

11. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) and/or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

12. That portion of the land embraced within the bounds of any public road or thoroughfare.

13. Rights of parties in possession not shown by the Public Records.

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True Copy Certification

I, Stefanie Robertson, 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.

Stefanie Robertson
Signature

State of AZ

County of Maricopa

Personally appeared before me, [Lauren Ogino], a notary public for this county and state, [Stefanie Robertson] 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: May 21, 2022
Notary' Seal (if on paper)

