Karen Johnson Davidson County
Batch# 1026729 DEEDWARRSP
07/17/2023 07:58:30 AM 8 pgs
Fees: $43.00 Taxes: $148,000.00
20230717-0054311

This Instrument Prepared by:
Richard J. Crouch, Esq.
101 West Main Street, Suite 500
World Trade Center
Norfolk, Virginia 23510

Name and Address of Property Owner:	Return To / Send Tax Bills To:	FOR INFORMATION PURPOSES ONLY
Nashville TN I DGH, LLC c/o Boyd Watterson Asset Management, LLC One North Wacker Dr., Ste. 4025 Chicago, IL 60606	Nashville TN I DGH, LLC c/o Boyd Watterson Asset Management, LLC One North Wacker Dr., Ste. 4025 Chicago, IL 60606	431 Great Circle Road Nashville, Tennessee 37228 PARCEL ID NO.: 07011000300 Improved land

STATE OF TENNESSEE
COUNTY OF DAVIDSON

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 14 day of July, 2023, by and between **CCP – CUMBERLAND, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantor") whose address for mailing purposes is 329 Edwin Drive, Suite 201, Virginia Beach, VA 23462, and **NASHVILLE TN I DGH, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee") whose address for mailing of tax notices from and after the date hereof is c/o Boyd Watterson Asset Management, LLC, One North Wacker Drive, Suite 4025, Chicago, IL 60606. The designation Grantor and Grantee as used herein shall include said parties, their respective heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, and conveyed and by these presents does hereby grant, bargain, sell, and convey unto Grantee in fee simple all of that certain lot or parcel of land situated in the City of Nashville, County of Davidson, Tennessee and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land", and together with all buildings, structures, and improvements located on the Land, and all right, title and interest of Grantor in and to any easements, licenses, privileges, adjacent streets, roads, alleys, or rights of way in front of the land and any water, sewer, and utility pipes of, and facilities in or appurtenant to, the Land or the improvements thereon, collectively, the "Property").

TO HAVE AND TO HOLD said Property and all privileges and appurtenances thereto belonging to Grantee IN FEE SIMPLE.

And Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor shall warrant and forever defend the title against the lawful claims of all persons claiming by, under or through Grantor, except as to those matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof, without reimposing any of the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this Special Warranty Deed as of the day, month and year first above written.

"GRANTOR"

CCP- CUMBERLAND, LLC, a Delaware limited liability company

By: CCP NASHVILLE OFFICE-FLEX, LLC
a Virginia limited liability company, its Manager

By: CCP Manager Nashville Office-Flex, LLC
a Virginia limited liability company, its Manager

By: Continental Capital Partners, LLC
a Virginia limited liability company, its Manager

By:_____(SEAL)
Jeremy R. McLendon, Authorized Manager

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Va Beach

The foregoing was acknowledged before me this 13th day of June, 2023, by Jeremy R. McLendon, as Authorized Manager of Continental Capital Partners, LLC, a Virginia limited liability company, manager of CCP Manager Nashville Office-Flex, LLC, a Virginia limited liability company, manager of CCP Nashville Office-Flex, LLC a Virginia limited liability company, manager of CCP – Cumberland, LLC, a Delaware limited liability company, on behalf of the limited liability companies. He is personally known to me or has produced his state issued driver's license as identification.

[AFFIX SEAL]

JOYCE A. BUSBY
COMMONWEALTH OF VIRGINIA
REGISTRATION NO. 7663216
MY COMM. EXPIRES 3-31-23
NOTARY PUBLIC

_____
Notary Public
Notary Registration Number: 7663216
My Commission Expires: 3-31-27

STATE OF Virginia }
COUNTY/CITY OF Va Beach }

THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR THE VALUE OF THE PROPERTY, WHICHEVER IS GREATER, IS $40,000,000.00.

Affiant

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF Va Beach

The foregoing was subscribed and sworn before me this 13th day of June, 2023, by Jeremy R. McLendon, in his/her individual capacity.

Notary Public
Notary Registration Number: Nla3216
My Commission Expires: 3-31-27

[AFFIX SEAL]

JOYCE A. BUSBY
COMMONWEALTH OF VIRGINIA
REGISTRATION NO. 7663216
MY COMM. EXPIRES 3-31-27
NOTARY PUBLIC

Exhibit A

Land in Davidson county, Tennessee, being Lot No. 35 on the Plan of MetroCenter Resubdivision of Lot 35, Section 18 of record in Plat Book 9700, Page 417, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to CCP-CUMBERLAND, LLC, a Delaware limited liability company, by Special Warranty Deed from ALBANY ROAD-CUMBERLAND LLC, a Delaware limited liability company, of record in Instrument No. 20180504-0043088 Register's Office for Davidson County, Tennessee.

Exhibit B

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, interests 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 records.
4. Any encroachment, encumbrance, violation, variation, 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 title commitment date and the date on which all of the title commitment requirements are met.
7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the public records at the date of the title insurance policy and not otherwise excepted from coverage on the title commitment.
8. The acreage or square footage contained in the Land.
9. Taxes and assessments for the year 2023 and subsequent years, not yet due and payable.
10. All matters shown on plat(s) of record in Book 9700, Page 417, in the Register's Office of Davidson County, Tennessee.
11. Warranty Deed of Flowage Easement from Marquette Cement Manufacturing Company, a corporation to United States of America and its Assigns forever, of record in Book 2291, Page 295, in the Register's Office of Davidson County, Tennessee.
12. Terms and provisions of Restrictive Covenants, by Mat-Nel Company, a Tennessee Partnership, of record in Book 4784, Page 659; as affected by Modification to Restrictive Covenants in Book 5792, Page 787; Declaration in Book 7012, Page 61; Restrictive Covenants in Book 7012, Page 62, in the Register's Office of Davidson County, Tennessee.
13. Terms and provisions of Restrictive Covenants, by MetroCenter Properties, a Tennessee partnership, of record in Book 5242, Page 389; as affected by Declaration in Book 7012, Page 61, in the Register's Office of Davidson County, Tennessee.
14. Terms and provisions of Declaration of Agreements, Charges, Assessments and Liens for Metrocenter Business Park, by MetroCenter Properties, a Tennessee general partnership, of record in Book 7487, Page 952; as affected by By-Laws for Metrocenter Improvements Association, Inc., in Book 7487, Page 969, in the Register's Office of Davidson County, Tennessee.
15. Terms and provisions of Declaration of Restrictive Covenant, by and between Metrocenter Holdings, Inc. and Arby's, Inc., an Ohio corporation, of record in Book 9382, Page 56, in the Register's Office of Davidson County, Tennessee.
16. Terms and provisions of Declaration of Restrictive Covenant, by and between MetroCenter Holdings, Inc., a Tennessee corporation and Taco Bell Corp., a California corporation, their heirs, receivers, administrators, grantees, successors and assigns, of record in Book 9420, Page 176, in the Register's Office of Davidson County, Tennessee.
17. Terms and provisions of Declaration of Special Covenants and Restrictions, by and between MetroCenter Holdings, Inc., a Tennessee corporation and Weeks Realty L.P., a Georgia limited partnership, its heirs,

successors and/or assigns, of record in Book 10499, Page 994, in the Register's Office of Davidson County, Tennessee.

18. Terms and provisions of Grant of Access Easement, by and between Weeks Realty L.P., a Georgia limited partnership and Metrocenter Improvements Association, Inc., a Tennessee not for profit corporation, of record in Book 10500, Page 1, in the Register's Office of Davidson County, Tennessee.

19. Terms and provisions of Permanent Levee Maintenance Easement and Temporary Right of Entry for Construction Purposes, by and between Dukes Weeks Realty, L.P. an Indiana Limited Partnership and The Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Instrument No. 200005090047023, in the Register's Office of Davidson County, Tennessee.

20. Terms and provisions of Permanent Levee Maintenance Easement and Temporary Right of Entry for Construction Purposes, by and between Dukes Weeks Realty, L.P. an Indiana Limited Partnership and The Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, of record in Instrument No. 200005090047025, in the Register's Office of Davidson County, Tennessee.

21. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Lease by and between Duke Realty Limited Partnership, an Indiana Limited Partnership and Caremark Inc., a California corporation, of record in Instrument No. 200507180083378; as affected by Subordination, Non-Disturbance and Attornment Agreement in Instrument No. 201406300057302, in the Register's Office of Davidson County, Tennessee.

22. Terms and provisions of Agreement for Dedication of Easements for Sanitary Sewers and/or Storm Drainage Water Mains, Pumps and Appurtenances, by and between KBS Nashville Industrial Portfolio I, LLC, a Delaware limited liability company and The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever, of record in Instrument No. 201205030037897, in the Register's Office of Davidson County, Tennessee.

23. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Lease by and between CCP-Cumberland, LLC, a Delaware limited liability company and Vanderbilt University Medical Center, a nonprofit corporation, of record in Instrument No. 202110220141715; as affected by Subordination, Non-Disturbance and Attornment Agreement in Instrument No. 202110260143526, in the Register's Office of Davidson County, Tennessee.

24. Terms and provisions of Notice of Agreement to Pay Leasing Commission, by and between Southeast Venture, LLC, a Tennessee limited liability company and CCP-Cumberland, LLC, a Delaware limited liability company, of record in Instrument No. 202302150011108, in the Register's Office of Davidson County, Tennessee.

25. Title to that portion of the land lying below the ordinary low water mark of the Cumberland River.

26. Easement for the flow of the waters of the Cumberland River, and the rights of the public therein.

27. Rights of upper and lower riparian owners to the flow of the waters of the Cumberland River, free from diminution or pollution.

28. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Cumberland River.

29. Rights of the United States of America to unilaterally flood the land.

30. Rights of parties in possession not shown by the public records.

Tennessee Certification of Electronic Document

I, Lauren Johanns, do hereby make oath that I am a ~~licensed attorney~~ and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on July 14, 2023 (date of document).

Affiant Signature

July 14, 2023
Date

State of Ohio

County of Cuyahoga

Sworn to and subscribed before me this 14 day of July, 2023.

Notary's Signature

MY COMMISSION EXPIRES: _____

NOTARY'S SEAL

NOTARIAL SEAL STATE OF OHIO

BENJAMIN BRASEE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
May 19, 2025