When Recorded Return To:
Heather Townsend
National Commercial Services
First American Title Insurance Company
Six Concourse Parkway, Ste. 2000
Atlanta, GA 30328
File No: NCS 766415C

THIS INSTRUMENT PREPARED BY:

Robert R. Campbell, Jr.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

Davidson County	DEEDWARRSP
Recvd: 08/10/17 14:28	8 pgs
Fees:42.00 Taxes:0.00	
20170810-0082120	

FROM: Bellevue Redevelopment Associates, LP, a Delaware limited partnership
TO: The Metropolitan Government of Nashville and Davidson County

Address New Owner as follows:	Send Tax Bills to:	Tax-Parcel No.
Metropolitan Government of Nashville and Davidson County P.O. Box 196300 Nashville, TN 37219	EXEMPT	Map 128 Parcel 196

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $2,933,000.

Affiant:

The Metropolitan Government of Nashville and Davidson County

By: _____
Name: Steve Berry
Title: Director, Public Property

Subscribed and sworn to before me, this the 9th day of August, 2017.

KAMILIA LOCKHART
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

_____
Notary Public

My Comm. Expires: 3/10/19

SPECIAL WARRANTY DEED

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

THAT **BELLEVUE REDEVELOPMENT ASSOCIATES, LP**, a Delaware limited partnership, hereinafter called "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, herein referred to as "Grantee," whose address is whose address is c/o Director of Law, Metropolitan Court House, Suite 108, Nashville, Tennessee 37219, the real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), together with all of Grantor's right, title and interest in and to all buildings, personal property and fixtures located thereon, all permits, authorizations, governmental entitlements and approvals in connection therewith, and all rights and appurtenances thereto including any strips and gores adjacent to or lying between said Property and any adjacent real property in anywise belonging to Grantor.

This conveyance, however, is made and accepted subject to (i) any and all easements, agreements, covenants and restrictions of record; and (ii) the restrictive covenants set forth on Exhibit "B" attached hereto and made a part hereof (collectively, the "Permitted Encumbrances"). By its acceptance hereof, Grantee assumes and agrees to perform each of the obligations required to be performed by the owner of the Property arising under the documents evidencing the Permitted Encumbrances with respect to the period beginning on and following the date hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee and Grantee's successors and assigns forever, subject to the matters set forth herein; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, Grantee's successors and assigns against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

BY ACCEPTING THIS DEED, GRANTEE AGREES AND ACKNOWLEDGES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED MAY 17, 2017, BETWEEN GRANTOR AND GRANTEE AND THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN, (I) GRANTEE IS TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", (II) THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE, (III) GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT, ASSERTION OR NONASSERTION BY GRANTOR OR GRANTOR'S AGENTS WITH RESPECT TO THE PROPERTY CONDITION, BUT IT IS RELYING SOLELY UPON ITS OWN EXAMINATION OF THE PROPERTY, AND (IV) GRANTEE

GRANTEE TAKES THE PREMISES UNDER THE EXPRESS UNDERSTANDING THERE ARE NO EXPRESS OR IMPLIED WARRANTIES EXCEPT AS EXPRESSLY STATED IN THIS DEED.

GRANTOR:

BELLEVUE REDEVELOPMENT ASSOCIATES, LP,
a Delaware limited partnership

By: Branch Retail GP, LLC,
a Georgia limited liability company,
its General Partner

By: _____
Name: Terry M Haupel
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF Fulton)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Terry M. Haupel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Authorized Signatory of Branch Retail GP, LLC, a Georgia limited liability company, the General Partner of Bellevue Redevelopment Associates, LP, the within named bargainor, a Delaware limited partnership, and that he as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by the general partner, by himself as Authorized Signatory.

Witness my hand and seal, at office in Atlanta, Georgia, this the 28th day of July, 2017.

Michelle P Nunnally
NOTARY PUBLIC

My Commission Expires: October 24, 2017

MICHELLE P NUNNALLY
NOTARY PUBLIC
DOUGLAS COUNTY, GEORGIA
MY COMMISSION EXPIRES OCTOBER 24, 2017

EXHIBIT "A" (to Deed)

Property

Being Lot 2 on the Plat of One Bellevue Place, Resubdivision of Lots 1, 3 & 4, of record as Instrument No. 20170724-0074739, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the property conveyed to Bellevue Redevelopment Associates, LP by Special Warranty Deed from Bellevue Development, LLC, of record as Instrument No. 20160105-0000932, said Register's Office.

EXHIBIT "B" (to Deed)

Restrictive Covenants

1. For the period beginning on the date of the Deed and ending on the date that is one hundred twenty (120) months thereafter (the "Restricted Use Period"), Grantee, its successors and assigns, shall use the Property for the sole purpose of constructing, operating and maintaining a hockey stadium and community center. From and after the expiration of the Restricted Use Period, the Property may, subject to the terms and conditions set forth herein, be used for any other use which is compatible with the development in which the Property is located, which development is commonly known as One Bellevue Place (the "Development"), and which does not violate any easements, agreements, covenants and/or restrictions of record which affect the Property. Notwithstanding any provision to the contrary herein, no portion of the Property shall be used for a store whose primary purpose is the sale of cosmetics, such as, but not limited to, a Sephora or Beauty Brands.

2. The provisions of this Paragraph 2 shall apply only: (i) after the expiration of the Restricted Use Period; and (ii) if the Property is converted or proposed to be converted to use, in whole or in part, for office space. In such event, Grantor reserves the right to unilaterally amend that certain Declaration of Covenants, Restrictions and Easements for One Bellevue Place, recorded in the Register's Office for Davidson County, Tennessee as Instrument Number 20161103-0116535 (as amended from time to time, the "Declaration") to encumber the Property with a minimum parking ratio of 5 spaces per 1,000 rentable square feet and a maximum building square footage equal to (i) 400,000 square feet, multiplied by (ii) a fraction, (a) the numerator of which is the acreage of the Property, and (b) the denominator of which is the acreage of the entirety of Lot 4 (as hereinafter defined). Notwithstanding the foregoing, if other owners or occupants of Lot 4 have used (or have been allocated to use) 400,000 square feet of office space, in the aggregate, as of the end of the Intended Use Period, then the Property may not thereafter be used for office space (excluding office space which is incidental to some other permitted use). As used herein, "Lot 4" shall mean that certain parcel of real property depicted as Lot 4 on that certain plat of record in the Register's Office for Davidson County as Document Number 20151218-0127344.

3. Grantee shall endeavor to commence construction of the hockey stadium and community center on or prior to the date that is one (1) year following the date of this Deed (the date on which such construction shall have commenced being hereinafter referred to as the "Construction Commencement Date"). As used herein, "commence construction" and derivatives thereof shall mean having begun foundation work for such improvements. Subject to force majeure, Grantee shall diligently pursue completion of such construction and shall endeavor in good faith to complete such construction in accordance with the terms and conditions set forth herein within seven hundred eighty (780) days after the Construction Commencement Date. In the event Grantee fails to commence construction prior to the Construction Commencement Date, Grantor shall have the right, upon thirty (30) days advance written notice to Grantee, to re-purchase the Property upon the same terms and conditions set forth in that certain Purchase and Sale Agreement dated May 17,

2017 between Grantor and Grantee, pursuant to which Grantor is conveying the Property to Grantee (the "Purchase Agreement") (but, for the avoidance of doubt, without any obligation to re-convey the Civic Parcel (as such term is defined in the Purchase Agreement) to Grantee). The purchase price to be paid by Grantor in connection with said re-purchase of the property shall be payable in a lump sum and shall be Two Million Two Hundred Twenty-Six Thousand and No/100 Dollars ($2,226,000.00), all cash. Closing costs and pro-rations shall be handled in the same manner as provided in the Purchase Agreement, except that "BRA" shall be "Metro", and vice versa.

4. During the course of any construction on the Property, (x) no construction vehicles shall be allowed to use the Development driveways shaded gray on Exhibit "B-1" attached hereto, and (y) all construction-related traffic shall access the Development from Sawyer Brown Road; provided that Grantee's construction access from the Property to Sawyer Brown Road and from Sawyer Brown Road to U.S. Highway 70S (also known as Tennessee State Route 1) is open to and accessible by Grantee's construction personnel, vehicles and equipment.

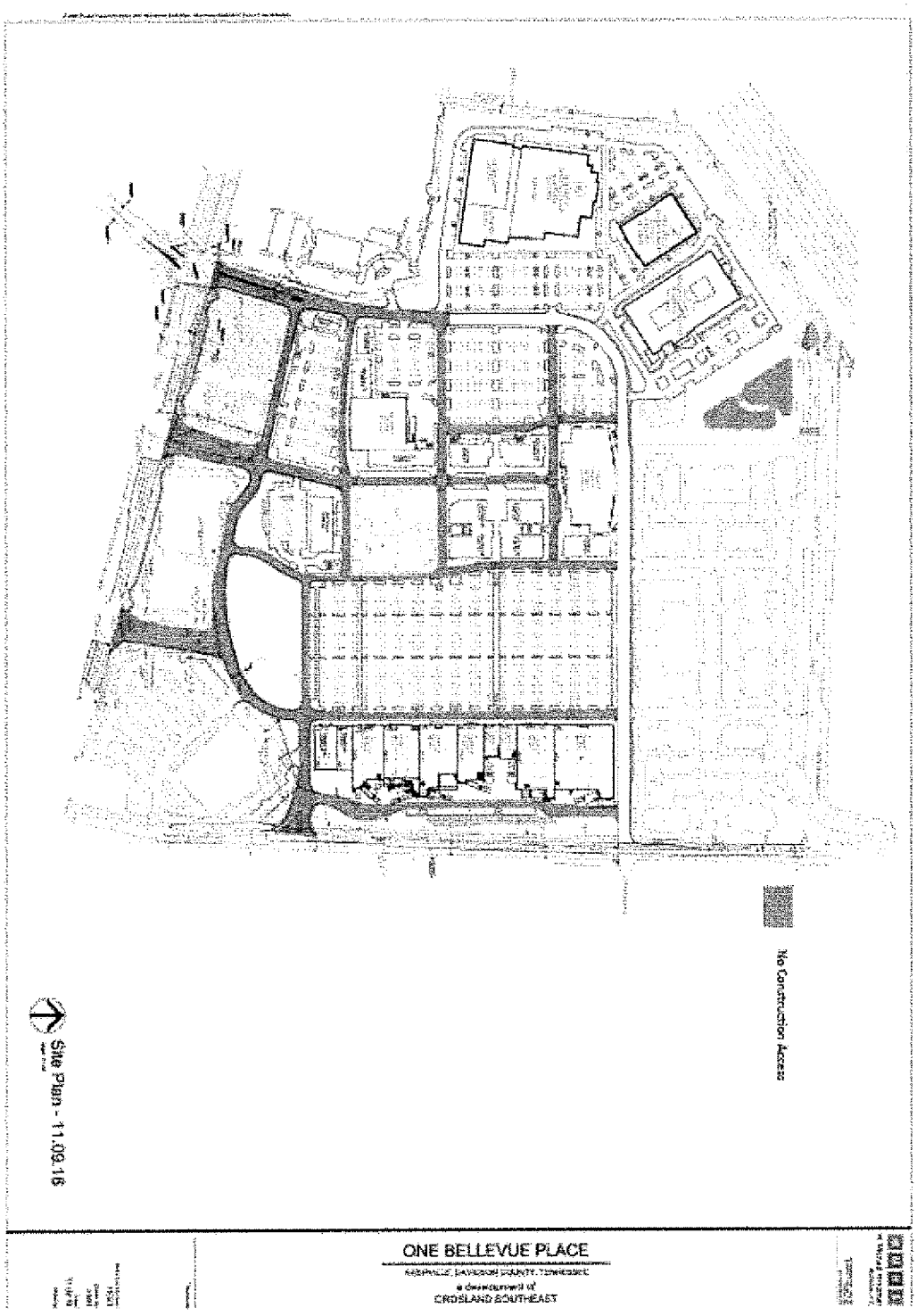
5. Any signage and/or improvements to be constructed on the Property shall be constructed in accordance with applicable governmental regulations and matters of record and plans and specifications reviewed and approved in advance by Grantor, such approval not to be unreasonably withheld, conditioned or delayed so long as the same are architecturally compatible and harmonious with improvements located in the Development.

6. In the event that Grantee or any successor, assign or lessee of Grantee breaches any of the restrictive covenants set forth in this Deed, and the same shall not be cured to Grantor's complete satisfaction within thirty (30) days after prior written notice from Grantor thereof, Grantor shall be entitled, in addition to all other remedies available to Grantor at law or in equity, to injunctive relief, both preliminary and final, enjoining and restraining such utilization of the Property.

7. The covenants set forth in this Exhibit B shall run with and bind the Property for the benefit of all of the other lots that exist in the Subdivision of One Bellevue Place as shown on that certain Final Subdivision Plat of One Bellevue Place (formerly Lot Nos. 3, 4, 5, 8 & 9 of the First Revision Resubdivision of Lots 3, 4, 5, 6, 7 & 8 Bellevue Center of record in Plat Book 7900, Page 473 and Part of Lot 1 and Lot 2 of the First Revision Bellevue Center of Record in Plat Book 6900, Page 718 and Lot Nos. 8 and 9 of the Resubdivision of Lot 8, Bellevue Center of record in Instrument No. 20000518-0049868 in the Register's Office for Davidson County, Tennessee) of record in Instrument No. 20151218-0127344 in the Register's Office for said County, and shall be enforceable by the then-current owners of the other lots in the Subdivision of One Bellevue Place, individually or collectively. The covenants set forth in this Exhibit B shall be deemed in all respects to be real covenants which touch and concern the Property.

EXHIBIT "B-1" (to Deed)

Site Plan



True Copy Certification

I, Heather Townsend, 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 Townsend
Signature

State of Georgia

County of Fulton

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

Deborah Lynn Goodman
Notary's Signature

My Commission Expires _____
Notary' Seal (if on paper)

