Bill Garrett Davidson County
Batch# 86163 DEEDWARRSP
04/30/2018 10:21:30 AM 6 pgs
Fees: $33.00 Taxes: $247,859.30
20180430-0040277

THIS INSTRUMENT PREPARED BY AND WHEN RECORDED RETURN TO:	NEW PROPERTY OWNER:	MAIL TAX BILLS TO:	TAX PARCEL NO.:
Ryan Daugherty, Esq. & Brad Sklar, Esq. Sirote & Permutt, PC 2311 Highland Avenue South Birmingham, AL 35205	Cleo Acquisition Sub, LLC Attn: Adam Cohen c/o Spyglass Capital 48 Everett Road Demarest, NJ 07627	Cleo Acquisition Sub, LLC Attn: Adam Cohen c/o Spyglass Capital 48 Everett Road Demarest, NJ 07627	08305045200

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 26th day of April, 2018, from CLEO RESIDENCES, LLC, a Delaware limited liability company whose address is 2204 Lakeshore Drive, Suite 450, Birmingham, Alabama 35223 (hereinafter "**Grantor**"), to CLEO ACQUISITION SUB, LLC, a Delaware limited liability company, whose address is c/o Spyglass Capital Partners, LLC, 48 Everett Road, Demarest, NJ 07627, Attn: Adam Cohen (hereinafter "**Grantee**");

W I T N E S S E T H:

THAT for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey, and confirm unto Grantee the following described real estate, situated and being in the County of Davidson, State of Tennessee, to-wit:

(See EXHIBIT A attached hereto and incorporated herein by this reference)

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto belonging or in anywise appertaining unto Grantee, its successors and assigns in fee simple forever.

AND, excepting those liens, easements, encumbrances, exceptions and that certain "Restrictive Covenant" listed in EXHIBIT B, attached hereto and incorporated herein by reference, Grantor does hereby covenant with Grantee that title to aforesaid real estate Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise.

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by and through its duly authorized officers on this the day and year first above written.

GRANTOR:

CLEO RESIDENCES, LLC, a Delaware limited liability company

By: Cleo Investment Partners, LLC,
an Alabama limited liability company
Its: Manager

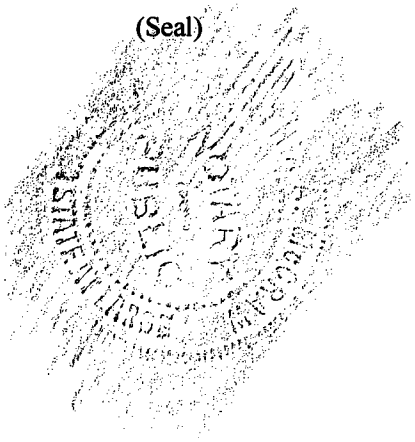
By: LIV Cleo, LLC,
an Alabama limited liability company
Its: Manager

By: _____
Robert B. Crumpton, III, Manager

State of Alabama
County of Jefferson

This instrument was acknowledged before me this 24th day of April, 2018, by Robert B. Crumpton, III, in his capacity as Manager of LIV Cleo, LLC, an Alabama limited liability company and the manager of Cleo Investment Partners, LLC, an Alabama limited liability company and the Manager of Cleo Residences, LLC, an Alabama limited liability company, on behalf of such limited liability company.

(Seal)



_____
(Signature Notary)
My Commission Expires: 7-8-2021

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OATH OF CONSIDERATION AFFIDAVIT

State of Alabama
County of Jefferson

The actual consideration for this transfer or value of the property conveyed (whichever is greater) is $66,989,000.00.

Affiant

This Oath of Consideration Affidavit was acknowledged before me this 24th day of April, 2018, by Robert B. Crumpton, III, in his capacity as Manager of LIV Cleo, LLC, an Alabama limited liability company, as the manager of Cleo Investment Partners, LLC, an Alabama limited liability company, as the Manager of Cleo Residences, LLC, an Alabama limited liability company, on behalf of such limited liability company.

(Seal)

Notary

My Commission Expires: 7-8-2021

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EXHIBIT A TO DEED

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

Situated in Davidson County, State of Tennessee, and being described as follows, to-wit:

Being Lot No. 1 on the Final Plat of LIV East, Phase 1, a Plat of which is of record in Instrument No. 20150917-0094668, Register's Office for Davidson County, Tennessee, reference to which is hereby made for a more complete description of said lot.

PARCEL 2:

Rights benefiting the property set out in Declaration of Covenants, Conditions and Restrictions of record as Instrument 20150928-0098248, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Cleo Residences, LLC, a Delaware limited liability company by Warranty Deed dated 07/03/2015 from Sophia's Heart Foundation, Inc., a Tennessee non-profit corporation of record in Instrument 20150707-0065708, Register's Office for Davidson County, Tennessee.

EXHIBIT B TO DEED

PERMITTED EXCEPTIONS

1. County of Davidson taxes for the year 2018 and subsequent years, a lien not yet due or payable.
2. Public utility and drainage easement, overhead power easement and notes relating to development of the land as set out in Instrument 20150917-0094668, Register's Office of Davidson County, Tennessee.
3. Grant of Easement of record in Instrument 20170206-0012419, Register's Office of Davidson County, Tennessee.
4. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument 20150622-0059578, Register's Office of Davidson County, Tennessee.
5. Easement Agreement of record in Instrument 20150707-0065711, Register's Office of Davidson County, Tennessee, as amended by that certain Easement Agreement Amendment of record in Instrument 20180427-0039988, Register's Office of Davidson County, Tennessee.
6. Rights of tenants in possession, as residential tenants only, under prior unrecorded residential leases with no rights of first refusal or options to purchase.
7. Survey prepared by J. Alan Cummings, TN RLS #2351, Crawford & Cummings, P.C., 1929 21st Avenue South, Nashville, TN 37212, dated 2/1/2018 and last revised 04/20/2018 and designated as job no. 18-007, reflects the following:
   - Overhead balconies extend into public rights-of-way.
   - Retaining wall encroaches into public right-of-way at the northwesterly corner.
8. Grantor does hereby establish, impose, declare, restrict and subject the Property to the following restrictive covenant ("Restrictive Covenant"): The Property shall not be converted to a condominium form of ownership or cooperative development (or any future derivative of either of the foregoing) until the later of (y) the expiration of the four (4) year Statute of Repose pursuant to Tenn. Code Ann. §28-3-202, or (z) one (1) year from the date of any injury or damage to person or property, if any, occurring during the fourth (4th) year of the Statute of Repose.

   Notwithstanding anything herein to the contrary, in the event of the violation or breach of the Restrictive Covenant, the Grantor and its successors and assigns shall not have any right of reversion or repurchase of the Property and/or the improvements located thereon as a remedy.

   If any "Lender" (as defined herein) succeeds to the interest of Grantee or any successor owner of the Property prior to the expiration of the Restrictive Covenant and, in any event, regardless of whether Lender permitted or consented to any condominium conversion, (1) Lender's liability with respect to the Restrictive Covenant shall be limited solely to the period during which Lender (or its affiliates, which includes any special servicer or receiver acting for or on behalf of Lender or its affiliates) has ownership of the Property; (2) Lender under any mortgage or the trustee or beneficiary under any deed of trust shall not be liable for any act or omission or indemnification obligation of any prior owner (including Grantee) or any subsequent owner of the Property. For the purposes hereof, "Lender" shall be defined to mean any mortgagee holding a mortgage or deed of trust on the Property or any portion thereof, any of its affiliates, and any special servicer or receiver acting for or on behalf of Lender or its affiliates (as applicable); provided, however, that the term "Lender" shall not include any party who acquires the Property as a bona fide third party transferee of such Lender or any prior or subsequent owner of all or any portion of the Property. Lender's liability hereunder is limited solely to its interest in the Property. Lender (including its affiliates) shall not have any liability for permitting or consenting to any condominium conversion (whether by Grantee or any other party). Nothing herein shall be deemed to impose any notice obligations on Lender.

True Copy Certification

I, Julie Read, do hereby make oath that I am 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.

Julie Read

State of TENNESSEE
County of RUTHERFORD

Personally appeared before me, Sandra S. Jackson, a notary public for this county and state, Julie Read, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary

My Commission Expires: 08/17/2019

SANDRA S. JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY