Karen Y Johnson Davidson County
Batch# 174577 DEEDWARRSP
12/17/2018 09:07:30 AM 9 pgs
Fees: $48.00 Taxes: $268,250.00
20181217-0122137

Prepared by, and after recording, please mail to:

Sullivan & Cromwell, LLP
125 Broad Street
New York, NY 10004
Attn: Anthony J. Colletta, Esq.

Affidavit of Consideration

WASHINGTON, DISTRICT OF COLUMBIA) ss:

The actual consideration or value, whichever is greater, is $72,500,000.00

Affiant

Subscribed & sworn before me this 14th day of December, 2018.

My Commission expires: 6/21/2021

Notary Public

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

Address of New Owner:	Send Tax Bills To:	Map/Parcel No.
8TH Avenue Apartment Investors Property Owner, LLC 200 West Street New York, New York 10282	SAME	104-140-275.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is dated and made as of December 14, 2018, by CRP/LMC BERRY HILL, L.L.C., a Delaware limited liability company ("Grantor"), with an address of 1001 Pennsylvania Avenue NW, 3rd Floor, Washington, D.C. 20004, to and in favor of **8TH AVENUE APARTMENT INVESTORS PROPERTY OWNER, LLC**, a Delaware limited liability company ("Grantee"), with an address of 200 West Street, New York, New York 10282.

WITNESSETH:

Grantor by these presents does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, to have and to hold in fee simple, forever, the parcel of improved real property located at 2350 Franklin Pike, Nashville, Davidson County, Tennessee, which is legally and particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), which Property conveyed hereby includes without limitation all existing improvements and fixtures located on, under or above the Property;

TOGETHER WITH all of Grantor's rights, title and interests in and to the ways, rights, privileges, appurtenances, easements and covenants appurtenant thereto and to any and all public

and private streets, roadways, rights of way, any privately owned water and sewer lines serving the Property and any and all easements, covenants, rights of way, benefits, agreements, rights and appurtenances enjoyed by and/or benefitting the Property; and all estate, right, title, interest and claim either at law or in equity or otherwise however, of the Grantor in, to, or out of, the Property; the Grantee to have and to hold the interests in the Property conveyed hereby for the use and benefit of the Grantee, its successors and assigns, forever.

SUBJECT, HOWEVER to the matters set forth more particularly on Exhibit B attached hereto.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor but against none other.

By acceptance of this Special Warranty Deed, Grantee specifically consents to the terms set forth on Exhibit C attached hereto and incorporated herein by this reference, which covenants and conditions shall run with the land and title to the Property conveyed hereby. Grantee's agreement to restrict the Property as set forth on Exhibit C is a material part of the bargained for consideration in connection with the conveyance of the Property to Grantee and but for Grantee's agreement to restrict the use of the Property as set forth on Exhibit C Grantor would not have conveyed the Property to Grantee.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed under seal as its free act and deed for the uses and purposes herein contained as of the date first hereinabove written.

GRANTOR:

CRP/LMC BERRY HILL, L.L.C.,
a Delaware limited liability company

By: CRP/LMC Berry Hill Partners, L.L.C.,
a Delaware limited liability company,
its sole member

By: CRP Berry Hill Member, L.L.C.,
a Delaware limited liability company,
its Managing Member

By: _____
Name: DAVID B. DANIEL
Title: VICE PRESIDENT

WASHINGTON, DISTRICT OF COLUMBIA) ss.

The foregoing instrument was acknowledged before me this 12th day of December, 2018, by David Daniel, as Vice President of CRP Berry Hill Member, L.L.C., the managing member of CRP/LMC Berry Hill Partners, L.L.C., the sole member of CRP/LMC Berry Hill, L.L.C., who [✓] is personally known to me or [__] produced _____ as identification.

Karen Juarez
Notary Public, State and County ~~Aforesaid~~ District of Columbi
Print Name: Karen Juarez
My commission expires: 04/14/2023
My ~~commission~~ number: _____

(NOTARIAL SEAL)

KAREN M. JUAREZ
NOTARY PUBLIC
DISTRICT OF COLUMBIA
04-14-2023

EXHIBIT A

DESCRIPTION OF PROPERTY

BEING A TRACT OF LAND LYING IN THE CITY OF BERRY HILL, DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ACCORDING TO THE SURVEY OF KEITH RYAN BROTHERTON, TN RLS NO. #2850, WILSON & ASSOCIATES, PROJECT NO. 97914, DATED October 12, 2017, AND LAST REVISED ON DECEMBER 11, 2018, AS FOLLOWS:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING IDENTIFIED AS REVISION TO LOT 1 MELPARK SUBDIVISION AS OF RECORD IN INSTRUMENT #20150330-0026945, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (R.O.D.C.), AND BEING BOUNDED ON THE WEST BY 8TH AVENUE SOUTH (FRANKLIN ROAD) (67' ROW); ON THE NORTH BY FRANKLIN ROAD PARTNERS, AS OF RECORD IN DEED BOOK 20141201 0110115, R.O.D.C., AND ALSO ON THE NORTH BY MELPARK DRIVE (50' ROW); ON THE EAST BY THOMAS A. RICE OF RECORD IN DEED BOOK 20110131 0008534, R.O.D.C., AND BY CRAIGHEAD PARTNERS, OF RECORD IN DEED BOOK 20061103 0137288, R.O.D.C.; AND ON THE SOUTH BY CRAIGHEAD STREET (80' ROW); SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod (new), in the east right of way margin of 8th Avenue South at the intersection with Franklin Road Partners' south line;

THENCE, with Franklin Road Partners for the following two calls:

North 74°41'52" East, for 190.11' to an iron rod (new);
North 14°55'19" West, for 154.69' to an iron rod (old) in the south right of way of Melpark Drive,

THENCE, with Melpark Drive for the following calls:

North 74°39'23" East, for 150.07' to a concrete monument (old);
North 74°47'52" East, for 150.00' to an iron rod (old), at the northwest corner of Thomas A. Rice;

THENCE, with Thomas A. Rice, South 14°48'38" East, for 209.95' to an iron rod (old);

THENCE, with the common line of Thomas A. Rice and Craighead Partners, North 75°11'21" East, for 49.74' to an iron rod (old);

THENCE, with Craighead Partners west line, South 14°51'50" East, for 222.70' to a PK Nail (found) at the intersection of Craighead Partners with the north line of Craighead Street;

THENCE, leaving Craighead Partners with the north right of way of Craighead Street, along a curve to the right, said curve having a radius of 1472.69', a delta angle of 03°16'44", an arc length of 84.28', and a chord bearing South 77°38'01" West, for 84.27' to a PK Nail (found);

THENCE, continuing with Craighead Street, South 76°00'23" West, for 434.92' to an iron rod (new);

THENCE, North 60°20'50" West, for 29.10' to an iron rod (set) in the east right of way of 8th Avenue South;

THENCE, with 8th Avenue, South, North 14°48'32" West, for 243.73' to the POINT OF BEGINNING and CONTAINING 4.34 Acres, more or less.

BEING PART OF THE SAME PROPERTY CONVEYED TO CRP/LMC BERRY HILL, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, BY DEEDS FROM SRE TENNESSEE - 4, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 20141017-0095908 AND INSTRUMENT NO. 20141017-0095909, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2019 and subsequent years, not yet due and payable.

2. All matters shown on plat of record in Book 3842, Page 117, in the Register's Office of Davidson County, Tennessee.

3. All matters shown on plat of record in Instrument No. 20150330-0026945, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Easement and Memorandum of Agreement, by and between CRP/LMC Berry Hill, LLC and Ballantyne Broadband Partners, LLC, of record in Instrument No. 20160812-0084294, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Easement and Memorandum of Agreement, by and between CRP/LMC Berry Hill, LLC and Ballantyne Broadband Partners, LLC, of record in Instrument No. 20160812-0084295, in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Notice of Land Use Restrictions, by CRP/LMC Berry Hill, LLC, a Delaware limited liability company, of record in Instrument No. 201807200070869, in the Register's Office of Davidson County, Tennessee.

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

EXHIBIT C

RESTRICTIONS AGAINST CONDOMINIUM CONVERSION

The Property shall hereafter be held, transferred, sold, leased and encumbered, conveyed, and occupied, subject to the covenants, conditions, and restrictions set forth in numbered paragraphs 1 through 7 immediately following (collectively, the "Restrictive Covenants"), each of which is for, and shall inure to the benefit of the Benefited Persons:

1. From and after the date hereof through and including December 31, 2022: (a) no Condominium shall be created covering the Property, (b) no Condominium Conversion shall be affected or implemented, nor shall a Condominium Project be created, with regard to the units within the Property, and (c) no Condominium Plat shall be filed affecting the Property.

2. In the event of the violation or breach of any of the Restrictive Covenants, each Benefited Person shall have the right to prosecute a proceeding at law or in equity against the party or parties who have violated or are attempting to violate any of the Restrictive Covenants, to enjoin or prevent them from doing so, to cause such violation to be remedied, including without limitation, court costs and attorney fees in enforcing the Restrictive Covenants. Without limiting the foregoing, any party or parties who now or hereafter owns or acquires fee title in or to any portion of the Property shall, and does hereby, to the fullest extent permitted by law, indemnify, defend and hold each Benefited Person harmless from and against any and all liabilities, damages, losses, claims, causes of action, suits, demands, charges, complaints, costs and expenses (including, without limitation, attorneys' fees and costs of litigation), which any of the Benefited Persons may suffer, incur or be obligated to perform arising out of such party or parties breach or failure to strictly comply with the Restrictive Covenants, including, without limitation, all liabilities, damages, losses, claims, causes of action, suits, demands, charges, complaints, costs and expenses arising or accruing as a result of any claims by subsequent owners of any portion of the Property (including owners of condominium units or owners of a cooperative, as the case may be) relating to (a) the development, design and construction of the Property and any defects, breaches of contract, errors, omissions, or negligence in connection therewith, or (b) any omissions, misrepresentations or misstatements in any conversion, condominium or cooperative documents, or (c) any other liabilities that Grantor could be responsible for under applicable local law as a result of a Condominium Conversion. All remedies provided herein or at law or in equity shall be cumulative and not exclusive of any other remedy at law or in equity.

3. The Restrictive Covenants are appurtenant to and run with the Property, and shall be binding and enforceable against all parties having any right, title or interest in the Property, and their respective heirs, successors and assigns, and shall inure to the benefit of each Benefited Person.

4. Failure on the part of any Benefited Person to complain of any act or failure to act to enforce the Restrictive Covenants irrespective of how long such failure continues shall not constitute a waiver by any of the Benefited Persons of the right to strictly enforce any violation of the Restrictive Covenants. Notwithstanding any provision hereof to the contrary, Grantor, in its sole discretion, may elect to waive, modify, amend, or terminate any or all of the Restrictive

Covenants; provided, however, that, no such waiver, modification, amendment or termination shall be effective unless the same is set forth in a writing executed by Grantor and such writing is filed with the County Recorder for the county in which the Property is located.

5. If any term, covenant, condition or provision of the Restrictive Covenants, or the application thereof to any person, entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of the Restrictive Covenants or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

6. Notwithstanding anything to contrary contained herein, no expiration of the restrictive covenants and no earlier termination of the restrictive covenants shall be deemed to waive or release any party from any prior breach of the Restrictive Covenants.

7. As used in this Deed, the following terms shall have the following meanings:

(a) "Benefited Person" means all of the following: (i) Grantor, (ii) any constituent entity or affiliate of Grantor and any partner, member, shareholder, officer, or director of any such constituent entity or affiliate of Grantor, and (iii) any other person or entity who has been designated as a "Benefited Person", in a writing executed and delivered after the date hereof by either Grantor (or any successor or assign of Grantor) and filed for record with the County Recorder for the county in which the Property is located.

(b) "Condominium" means a condominium as defined under Title 66, Chapter 27 of the Tennessee Code Annotated, or any similar statute or law which defines a condominium.

(c) "Condominium Conversion" means the filing or recording with the applicable county clerk or county recorder, or other applicable state, municipal or local governmental entity or agency, of any document providing for the conversion of the Property to a Condominium Project.

(d) "Condominium Plan" means a condominium plan or declaration filed in connection with the Condominium Act, or any similar statute or law which defines a condominium plan.

(e) "Condominium Plat" means a condominium plat filed in connection with the Condominium Act, or any similar statute or law which defines a condominium plat.

(f) "Condominium Project" means any project all or a portion of which has located thereon a Condominium or a Condominium Conversion.

201812170122137

True Copy Certification

I, Jay H. Smith, 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 therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith 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: 6/21/2021

Notary Seal:

