Prepared by:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Mark Lochiatto, Esq.

Karen Y Johnson Davidson County
Batch# 176663 **DEEDWARRSP**
12/20/2018 12:51:17 PM 10 pgs
Fees: $53.00 Taxes: $304,584.00



20181220-0124009

Upon Recording Return to:

Sawyer Brown Rd Owner LLC
c/o The Praedium Group LLC
825 Third Avenue, 36th Floor
New York, NY 10022
Attention: Adam McGovern

RETURN TO:
FNTG
6060 Poplar Avenue, Ste LL37
Memphis, TN 38119
TG # 7291786

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Sawyer Brown Rd Owner LLC 8075 Sawyer Brown Road Nashville, TN 37221	Sawyer Brown Rd Owner LLC c/o The Praedium Group LLC 825 Third Avenue, 36th Floor New York, NY 10022 Attention: Kelsey Durels	Map 128 Parcel 188

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, **CRESCENT BELLEVUE, LLC**, a Delaware limited liability company ("**Grantor**"), hereby conveys to **SAWYER BROWN RD OWNER LLC**, a Delaware limited liability company ("**Grantee**"), the real property ("**Real Property**") described as follows, together with all rights and privileges appurtenant thereto:

Lot 2 (Parcel 188)
Being Lot 2 of the 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 Inst. No. 20000518-0049868, R.O.D.C) of record in Instrument No. 20151218-0127344, R.O.D.C. (the "**2015 Plat**").

BEING THE SAME PROPERTY CONVEYED TO CRESCENT

BELLEVUE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED FROM BELLEVUE REDEVELOPMENT ASSOCIATES, LP, A DELAWARE LIMITED PARTNERSHIP, OF RECORD AS INSTRUMENT NO. 20160105-0000936, SAID REGISTERS OFFICE.

This is improved property known as 8075 Sawyer Brown Road, Nashville, TN 37221.

SUBJECT TO those matters set forth on Exhibit A and Exhibit B hereto.

TO HAVE AND TO HOLD the aforesaid real estate, together with all appurtenances and hereditaments thereunto appertaining, unto Grantee and its successors and assigns in fee simple forever. Grantor does hereby covenant with Grantee and its successors in interest to warrant and defend the Real Property against the lawful claims of all persons claiming by, through or under Grantor, except as may be stated on the attached Exhibit A and Exhibit B.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused its name to be signed to these presents on the 18th day of December, 2018.

CRESCENT BELLEVUE, LLC,
a Delaware limited liability company

By: Crescent Bellevue Joint Venture, LLC,
a Delaware limited liability company, its Member

By: Crescent Bellevue Joint Venture Member, LLC,
a Delaware limited liability company,
its Administrative Member

By: Crescent Bellevue Member, LLC,
a Delaware limited liability company,
its Managing Member

By: Crescent Communities II, LLC,
a Delaware limited liability company,
its Manager

By: _____
Name: Benjamin L. Collier
Title: Senior vice president

STATE OF Tennessee)
COUNTY OF Williamson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Benjamin L. Collins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged him self to be Senior Vice President of Crescent Communities II, LLC, a Delaware limited liability company, as Manager of Crescent Bellevue Member, LLC, a Delaware limited liability company, as Managing Member of Crescent Bellevue Joint Venture Member, LLC, a Delaware limited liability company, as Administrative Member of Crescent Bellevue Joint Venture, LLC, a Delaware limited liability company, as Member of Crescent Bellevue, LLC, the within named bargainor, a Delaware limited liability company, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bargainor, by the Member by its Administrative Member, by its Managing Member, by it Manager by him self as Senior Vice President.

Witness my hand and seal, at office in Brentwood, Tennessee, this the 13th day of December, 2018.

NOTARY PUBLIC

My Commission Expires: 2/23/2020

KARA BINKLEY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

STATE OF New York)
COUNTY OF New York)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS EIGHTY TWO MILLION THREE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS ($82,320,000.00).

SAWYER BROWN RD OWNER LLC,
a Delaware limited liability company

By: _____
Name: Adam McGovern
Title: Vice President

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13th DAY OF December, 2018

_____
NOTARY PUBLIC

NUTAN SEWDATH
Notary Public, State of New York
No. 01SE6341958
Qualified in New York County
Commission Expires May 16, 2020

My Commission expires: May 16, 2020

EXHIBIT A

TO SPECIAL WARRANTY DEED

1. Davidson County Taxes for the year 2019, not yet liens, not yet due and payable.

2. 2018 and subsequent years Supplemental, Revised and/or Corrected Assessments pursuant to T.C.A. Section 67-5-509 and 67-5-603 et seq. or Back Assessments pursuant to T.C.A. Section 67-1-1001 et seq., none now due or payable.

3. Subdivision restrictions, building lines and easements of record in Instrument Nos. 20151218-0127344; 20161010-011109 and 20170724-0074739, in the Register's Office of Davidson County, Tennessee

4. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record at Instrument No. 20151117-0116639, in the aforesaid Register's Office.

5. Covenants, restrictions, easements, charges, liens and agreements set forth in Declaration of Covenants, Restrictions and Easements for Crescent Bellevue and One Bellevue Place of record at Instrument No. 20160105-0000937, amended by First Amendment to Declaration of Covenants, Restrictions and Easements for Crescent Bellevue and One Bellevue Place of record at Instrument No. 20180502-0041865, both recordings in the aforesaid Register's Office.

6. Site Development Agreement of record at Instrument No. 20160105-0000938, in the aforesaid Register's Office.

7. Grant of Easement of record at Instrument No. 20170717-0071464, in the aforesaid Register's Office.

8. Agreement for Dedication of a Public Utilities Easement of record at Instrument No. 20170718-0072237, in the aforesaid Register's Office.

9. Agreement for Dedication of a Public Utilities Easement of record at Instrument No. 20170719-0072757, in the aforesaid Register's Office.

10. Rights of tenants in possession (but with no rights or options granted by Grantor to acquire or purchase all or any portion of the Real Property).

EXHIBIT B

TO SPECIAL WARRANTY DEED

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this "Declaration"), is attached to and shall form a part of that certain Special Warranty Deed (the "Deed") dated as of December 18, 2018 (the "Effective Date"), executed by CRESCENT BELLEVUE, LLC, a Delaware limited liability company ("Declarant"), to and in favor of SAWYER BROWN RD OWNER LLC, a Delaware limited liability company ("Grantee"). Except as otherwise provided herein, terms which are defined in the Deed shall have the same meanings when used herein. Declarant has required that this Declaration be recorded against the Property as a material part of the consideration payable to Declarant in connection with the conveyance of the Property to Grantee. Declarant hereby imposes the following covenants, conditions and restrictions against the Property:

1. Use Restrictions. For a period of four (4) years following the Effective Date (the "Term"): (a) no condominium map, declaration of condominium ownership or other device for the purpose of creating condominium, cooperative, timeshare or other fractionalized ownership may be made effective as to the Property or any improvements located on the Property, or any part of the Property or any such improvements, and any condominium map, declaration of condominium ownership or other device for condominium, cooperative, timeshare or other fractionalized ownership that is attempted to be created during the Term shall be void; (b) no dwelling unit located on the Property may be conveyed separately from all other dwelling units located on the Property; and (c) neither the Property nor any improvements located on the Property, nor any part of the Property or any such improvements, may be conveyed to a cooperative or other entity the purpose of which is to provide occupants of the Property or any improvements located on the Property with any ownership interest in the Property or any such improvements (the matters described in the foregoing clauses (a), (b) and (c) are referred to herein as a "Condominium Conversion"). Nothing in this Section 1 is intended to prevent ownership of the Property or any improvements located on the Property by a partnership, corporation, limited liability company, trust or other entity or through tenancy in common so long as the ownership of the entity or the tenancy in common is not vested, directly or indirectly, in persons who are occupants of the Property or any improvements located on the Property and no condominium map, declaration of condominium ownership or other device for condominium, cooperative, timeshare or other fractionalized ownership is filed against the Property in connection therewith.

2. Burden and Benefit; Termination. The Declarant hereby subjects the Property to the covenants, reservations and restrictions set forth in this Declaration for the Term. The Declarant hereby declares its express intent that the covenants and restrictions set forth in this Exhibit B shall be deemed covenants running with the land for the Term and shall pass to and be binding upon Grantee and Grantee's successors in title to the Property; provided, however, that on the termination of the Term all covenants, reservations and restrictions set forth in this Exhibit B shall expire. Each and every contract, deed or other instrument hereafter executed within the Term covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. The Declarant hereby declares that the burden of the covenants and restrictions set forth herein touch and concern the Property. The covenants and restrictions imposed by this Declaration shall benefit and may be enforced by Declarant, its affiliates, successors and assigns and any person who, from time to time, is or was the holder of a direct or indirect ownership interest in Declarant, its affiliates, successors and assigns (the "Declarant Group"). Except with respect to

a breach of or default under this Declaration occurring prior to expiration of the Term, this Declaration shall automatically terminate, be of no further force and effect, and all covenants, reservations and restrictions set forth herein shall be null and void at the expiration of the Term, without the need for any written instrument from the Declarant or any other person or entity and without the filing of a release or termination of this Declaration in the land records in which the Property is located.

Notwithstanding anything to the contrary in this Declaration or the Deed, in the event of a sale, transfer, or other disposition of the Property, including but not limited to a conveyance pursuant to a deed-in-lieu of foreclosure or the sale of the Property at a foreclosure, to (i) a holder of, or secured party under, any bona-fide unpaid and outstanding mortgage or deed of trust encumbering the Property or other instrument creating a security interest against the Property having priority over all other recorded monetary encumbrances and liens except for any such governmental, statutory or other liens made superior by statute (a "First Mortgagee"), (ii) an affiliate of a First Mortgagee, (iii) a purchaser at a foreclosure sale, or (iv) a transferee of a First Mortgagee or an affiliate of a First Mortgagee (each, a "Foreclosure Purchaser"), such Foreclosure Purchaser shall have no obligation to indemnify, defend and hold harmless the Declarant Group with respect to any Condominium Conversion occurring (x) prior to the acquisition of the Property by such Foreclosure Purchaser (unless such Foreclosure Purchaser consented to such Condominium Conversion prior to its acquisition of the Property), or (y) following the conveyance of the Property by such Foreclosure Purchaser to a third party purchaser, provided that such Foreclosure Purchaser did not commit a Condominium Conversion prior to such conveyance. The foregoing shall not be deemed to negate or make unenforceable any other term, indemnification, covenant or condition of the Deed or this Declaration, it being expressly understood by the parties hereto that any Foreclosure Purchaser, upon taking title to the Property, shall automatically be deemed to have assumed, and shall be bound by, the covenants and conditions contained in the Deed and Declaration.

3. Enforcement. Any such action brought pursuant to this Section 3, shall be limited exclusively to an action by the Declarant Group against the owner of the Property that breached this Declaration by defaulting in the performance or observance of any covenant, agreement or obligation set forth in the Declaration and any subsequent owner of the Property (collectively, a "Defaulting Owner"); provided, however, that notwithstanding anything to the contrary in this Declaration or the Deed, in the event of any sale, transfer or other disposition of the Property by an owner of the Property, all indemnity and other obligations of such owner under or relating to this Declaration (but not with respect to the transferee of such owner) shall terminate and be of no further force or effect except to the extent such owner, prior to such sale, transfer or disposition, actually filed or recorded any document providing for the Condominium Conversion of the Property under any state or local law. Should there exist a default in the performance or observance of any covenant, agreement or obligation set forth in this Declaration, then any member of the Declarant Group may declare an event of default to have occurred hereunder, and, at any of said parties option, it may take one or more of the following steps against the Defaulting Owner:

(a) by mandamus or other suit, action or proceeding at law or in equity, to require the owner of the Property or its successors and assigns to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the provisions of this Declaration;

(b) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements hereunder, including without limitation, by injunction, it being specifically recognized that damages will not be an adequate remedy to compensation for a violation of this Declaration. All rights and remedies as set forth herein shall be cumulative and non-exclusive to the extent permitted by law. In the event that any member of the Declarant Group brings an action against any other party by reason of the breach of any condition or covenant, representation or warranty in this Declaration, or otherwise, arising out of this Declaration, the prevailing party in such action shall be entitled to recover from the other reasonable attorneys' fees to be fixed by the court which shall render a

judgment, as well as costs of suit.

4. Indemnity. Defaulting Owner agrees to indemnify, defend and hold harmless the Declarant and its partners, trustees, beneficiaries, shareholders, members, managers, directors, officers, employees and agents and representatives and each of their respective members, partners, officers, directors, trustees, affiliates, parents, subsidiaries, shareholders, managers, beneficiaries, employees and agents of every tier (collectively, the "Indemnified Parties") from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever, whether in tort, contract or otherwise (including without limitation, court costs and reasonable attorneys' fees and disbursements and the cost incurred in connection with any statutory right to repair) made or brought by any condominium, homeowners' or other association or cooperative for the Property or by any party or parties who acquire or contract to acquire any ownership or leasehold interest in the Property in violation of this Declaration, including, but not limited to, any unit owner or owners of any condominium or cooperative, homeowners' or other associations for the Property, their agents, employees and successors and assigns (collectively, "Claims") arising out of, in connection with or related to (a) any default of this Declaration by the Defaulting Owner; or (b) the Property. Notwithstanding anything to the contrary in this Declaration or the Deed, Grantee (but not the transferee of Grantee) shall cease to have any liability under this Section 4 and this Declaration upon the date such Grantee transfers fee title to the Property to any other person or entity, except to the extent that prior to such transfer, Grantee actually filed or recorded any document providing for the Condominium Conversion of the Property under any state or local law.

5. Miscellaneous.

(a) A determination that any provision of this Declaration is invalid or unenforceable will not affect the validity or enforceability of any other provision of this Declaration or the enforceability of that provision under other circumstances. The captions in this Declaration are for convenience of reference and are not to be considered in construing this Declaration. This Declaration shall be governed by the laws of the State of Tennessee.

(b) This Declaration shall be amended only with the express written consent of the Declarant and the owner of the Property by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of Davidson County, Tennessee.

(c) In the event that a party to this Declaration brings an action against any other party to this Declaration by reason of the breach of any condition or covenant, representation or warranty in this Declaration, or otherwise arising out of this Declaration, the prevailing party in such action shall be entitled to recover from the other reasonable attorneys' fees to be fixed by the court which shall render a judgment, as well as the costs of suit.

(d) Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, or by email, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

To Grantor:	c/o AIG Global Real Estate Investment Corp. 80 Pine Street, 4th Floor New York, New York 10005 Attn: Emily Wickey E-mail: Emily.wickey@aig.com
with a copy to:	c/o Crescent Communities, LLC

	227 W. Trade Street, Suite 1000 Charlotte, North Carolina 28202 Attn: Jason LaBonte E-mail: jlabonte@crescentcommunities.com
with a copy to:	c/o AIG Global Real Estate Investment Corp. 80 Pine Street, 4th Floor New York, New York 10005 Attn: Jarvis Brown, Esq. E-mail: Jarvis.brown@aig.com
with a copy to:	Goodwin Procter LLP 100 Northern Avenue Boston, Massachusetts 02210 Attn: Mark Lochiatto, Esq. E-mail: mlochiatto@goodwinlaw.com
To Grantee:	c/o The Praedium Group 825 Third Avenue, 36th Floor New York, New York 10022 Attn: Adam McGovern E-mail: amcgovern@praediumgroup.com
With a copy to:	c/o The Praedium Group 825 Third Avenue, 36th Floor New York, New York 10022 Attn: Christopher Hughes E-mail: chughes@praediumgroup.com
With a copy to:	Venable LLP 2049 Century Park East, Suite 2300 Los Angeles, California 90067 Attn: Valentin G. Aguilar, II, Esq. E-mail: vaguilar@venable.com

Notice shall be deemed given three business days after the date of mailing, by certified mail, postage prepaid, return receipt requested, or, if personally delivered, when received, or upon transmission, if emailed.