Karen Y Johnson Davidson County
Batch# 178053 **DEEDWARRSP**
12/26/2018 03:30:02 PM 6 pgs
Fees: $33.00 Taxes: $23,434.88
20181226-0125338

Prepared by & After recording return to:

Laurence M. Papel, Esq.
Nelson Mullins Riley & Scarborough LLP
150 4th Avenue North, Suite 1100
Nashville, Tennessee 37219

Name and Address of New Owner:	**Send Tax Bills To:**	**Parcel No.:**
CBT Partnership c/o C.B. Ragland Company 222 Second Avenue South, Ste. 1930 Nashville, TN 37201 Attn: Michael W. Hayes	SAME	A portion of 093-06-4-108.00

SPECIAL WARRANTY DEED

222 SECOND AVENUE LLC, a Delaware limited liability company, having an address of 2800 Post Oak Boulevard, Suite 4800, Houston, Texas 77056 ("**Grantor**"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid to the undersigned by **CBT PARTNERSHIP**, a Tennessee general partnership ("**Grantee**"), whose mailing address is 222 Second Avenue South, Ste. 1930, Nashville, Tennessee 37201, the receipt and sufficiency of such consideration being hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL, CONVEY and CONFIRM unto Grantee that certain improved real property constituting a part of the property located at 222 Second Avenue South, Nashville, Davidson County, Tennessee and being more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon (collectively, the "**Property**"); subject, however, to those matters described on **Exhibit B** attached hereto and made a part hereof for all purposes (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, hereditaments, and appurtenances thereto in anywise belonging, but subject to the Permitted Exceptions described on Exhibit B attached hereto, unto Grantee, its successors and assigns, and Grantor hereby agrees to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part hereof, by, through, or under Grantor but not otherwise.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this 26 day of December, 2018.

GRANTOR:

222 SECOND AVENUE, LLC,
a Delaware limited liability company

By: 222 SECOND AVENUE HOLDINGS LLC,
a Delaware limited liability company, its sole member

By: Hines Second Avenue LLC,
a Delaware limited liability company,
its manager

By: Hines Second Avenue Associates Limited Partnership,
a Texas limited partnership,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
a Texas limited liability company,
its general partner

By: HIMH GP LLC,
a Delaware limited liability company,
its sole general partner

By Hines Real Estate Holdings Limited Partnership, a Texas limited partnership,
its sole member

By: JCH Investments, Inc.,
a Texas corporation,
its sole general partner

By: _____
C. Kevin Shannahan
Senior Managing Director/CEO

[Special Warranty Deed]

STATE OF ILLINOIS

COUNTY OF COOK

Before me, the undersigned Notary Public in the State and County aforesaid, certify C. Kevin Shannahan, personally came before me this 17TH day of December, 2018, and acknowledged that s/he is the Senior Managing Director/CEO of JCH Investments; Inc., a Texas corporation and sole general partner of Hines Real Estate Holdings Limited Partnership, a Texas limited partnership and sole member of HIMH GP LLC, a Delaware limited liability company and sole general partner of Hines Investment Management Holdings Limited Partnership, a Texas limited partnership and general partner of Hines Second Avenue Associates Limited Partnership, a Texas limited partnership and sole member of Hines Second Avenue LLC, a Delaware limited liability company and manager of 222 Second Avenue Holdings LLC, a Delaware limited liability company and sole member of 222 SECOND AVENUE LLC, a Delaware limited liability company, the within named bargainor, and that he, as Senior Managing Director/CEO being authorized to do so, executed the foregoing, on behalf of 222 SECOND AVENUE LLC, a Delaware limited liability company, and the said Senior Managing Director/CEO acknowledged the said writing to be the act and deed of said companies.

Notary Public

Printed Name: MARIAN KEREKGYARTO

My commission expires:

3/31/22

[Notary Seal]

MARIAN KEREKGYARTO
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 31, 2022

AFFIDAVIT OF CONSIDERATION

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, ~~for this transfer~~ is $6,333,752.00.

Affiant

Subscribed and sworn to before me this 21st day of December, 2018.

Notary Public

My Commission Expires: 5/5/2020

Jennifer Pugh-Nolan
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Comm. Expires
May 5, 2020

EXHIBIT A

Legal Description of Property

Land in Davidson County, Tennessee, being the Retail Unit, together with appurtenant interests in the common elements of 222 2nd Avenue, A Condominium, a condominium established by that certain Declaration of Condominium for 222 2nd Avenue, A Condominium of record in Instrument No. 20181226-0125334 in the Register's Office for Davidson County, Tennessee, said Unit being depicted on the plat and floor plans attached as Exhibit "D" to the aforementioned Declaration of Condominium.

Being a portion of the same property conveyed to 222 Second Avenue LLC, a Delaware limited liability company, by deed of record at Instrument No. 201511190117628, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Any lien or right to lien for services, labor or material imposed by law and not shown by the public records.

2. Rights of parties in possession not shown by the public record.

3. Taxes and assessments for the year 2018, a lien, now due and payable, but not yet delinquent, and subsequent years, not yet due and payable.

4. All matters shown on plat of record in Instrument No. 201512210128206, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Notice of Land Use Restrictions by 222 Second Avenue LLC, of record in Instrument No. 201511190117629, in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by 222 Second Avenue LLC, of record in Instrument No. 201512020121615, in the Register's Office of Davidson County, Tennessee.

7. Air Rights Easement Agreement by and between Lester L. Turner, Jr. and Currey Turner Thornton, as Co-Trustees of the Lester L. Turner, Jr. Trust established under the will of Elizabeth L. Turner; and Lester L. Turner, Jr. and Currey Turner Thornton, as Co-Trustees of the Currey Turner Thornton Trust established under the will of Elizabeth L. Turner, and 222 Second Avenue LLC, of record in Instrument No. 201603100023045, in the Register's Office of Davidson County, Tennessee.

8. Terms, conditions, restrictions, and reservations as set forth in the Rutledge Hill Redevelopment Plan of record in Book 7084, Page 983; as amended by Ordinance No. 097-755, in Book 10512, Page 464, in the Register's Office of Davidson County, Tennessee.

9. Declaration of Condominium for 222 2nd Avenue, A Condominium, of record at Instrument No. 20181226-0125334 in the Register's Office for Davidson County, Tennessee.