Karen Johnson Davidson County
Batch# 345801 DEEDWARRSP
01/21/2020 12:31:30 PM 7 pgs
Fees: $38.00 Taxes: $118,400.00
20200121-0007247

This instrument was prepared by:
Eversheds Sutherland
999 Peachtree Street NE
Suite 2300
Atlanta, GA 30309
Attn: Gautam Huded, Esquire

SPECIAL WARRANTY DEED

FROM: CUMBERLAND RIVER DEVELOPMENT, Inc., a Tennessee corporation, as Grantor

TO: NEUHOFF ACQUISITION LLC, a Delaware limited liability company, as Grantee

Address of New Owner	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map/Parcel
Neuhoff Acquisition, LLC c/o J.P. Morgan Asset Management 277 Park Avenue, 36th Floor New York, NY 10172	Neuhoff Acquisition, LLC c/o J.P. Morgan Asset Management 277 Park Avenue, 36th Floor New York, NY 10172	082-090-245.00 082-090-246.00 082-090-247.00 082-090-248.00 082-090-249.00 082-090-250.00 082-090-251.00

STATE OF NEW YORK
COUNTY OF NEW YORK

The actual consideration or value, whichever is greater, for this transfer is $ 32,000,000.00.

Affiant

Subscribed and sworn to before me, this the 13th day of January, 2020.

Notary Public

My Commission Expires: December 4, 2022

PATRICIA A. BANKS
Notary Public - State of New York
NO. 01BA6156801
Qualified in New York County
My Commission Expires Dec 4, 2022

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 912487

THIS SPECIAL WARRANTY DEED is from CUMBERLAND RIVER DEVELOPMENT, INC. a Tennessee corporation (the "Grantor"), to NEUHOFF ACQUISITION LLC, a Delaware limited liability company (the "Grantee").

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained and sold, and by these presents does transfer and convey, unto Grantee and its successors and assigns, the following (collectively, the "Premises"): all the real property situate, lying and being in Davidson County, Tennessee and more particularly described in Exhibit A hereto (the "Land"), and all buildings and permanent improvements located on the Land, subject to the matters set forth on Exhibit B hereto (the "Permitted Exceptions").

Together with the Premises, all rights, privileges and easements appurtenant to the Land.

The description or the Land set forth in Exhibit A hereto was prepared from a survey made by Timothy Mark Donlon, RLS License Number 2297, 153b Belle Forest Circle, Nashville, TN 37221.

The Land is improved property with a street address of 1315-1321 Adams Street, Nashville, Tennessee, 37208.

TO HAVE AND TO HOLD the Premises to Grantee, and its successors and assigns, forever, together with all rights, privileges, easements and appurtenances belonging to or benefiting the Premises, subject to the Permitted Exceptions.

Grantor does further covenant and bind Grantor, and its successors and assigns, to warrant and forever defend the title to the Premises to Grantee, and its successors and assigns, against the lawful claims of all persons whomsoever lawfully claiming the Premises or any part thereof by, through or under Grantor (other than claims arising from the Permitted Exceptions), but not further or otherwise.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed effective as of the 15th day of January, 2020.

CUMBERLAND RIVER DEVELOPMENT, INC., a Tennessee corporation

By: Linda M. Orsagh
Linda Orsagh, Chairman and President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Linda Orsagh with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Chairman and President of Cumberland River Development, Inc., a Tennessee corporation, the within named bargainor, and that she as such Chairman and President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Chairman and President.

Witness my hand and seal at office in Nashville, Tennessee, this 14th day of January, 2020.

Notary Public
My commission expires: January 3, 2020
[SEAL]

KIMBERLY ALEXANDER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires January 3, 2020

EXHIBIT A
Legal Description of the Property

LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF TAYLOR STREET AND 1ST AVENUE AT AN IRON PIN FOUND IN THE SOUTHERLY MARGIN OF TAYLOR STREET;
THENCE WITH SAID MARGIN OF TAYLOR STREET N 63°01'22" E A DISTANCE OF 182.80' TO AN IRON PIN FOUND;

BEGINNING AT SAID IRON PIN FOUND ALSO BEING THE NORTHWEST CORNER OF THIS DESCRIBED TRACT OF LAND;
THENCE WITH SAID RIGHT-OF-WAY N 63°01'22" E A DISTANCE OF 222.47' TO A POINT;
THENCE LEAVING SAID RIGHT-OF-WAY N 26°58'38" W A DISTANCE OF 15.00' TO A POINT;
THENCE N 63°01'22" E A DISTANCE OF 399.96' TO A POINT IN THE CUMBERLAND RIVER;
THENCE WITH THE CUMBERLAND RIVER FOR THE NEXT FOUR CALLS;
THENCE S 26°58'38" E A DISTANCE OF 15.00' TO A POINT;
THENCE S 05°02'40" E A DISTANCE OF 306.06' TO A POINT;
THENCE S 00°50'26" E A DISTANCE OF 158.17' TO A POINT;
THENCE S 00°03'15" E A DISTANCE OF 202.20' TO A POINT;
THENCE LEAVING THE CUMBERLAND RIVER S 62°57'45" W A DISTANCE OF 160.15' THROUGH A WITNESS PIN AT 60.00' TO AN IRON PIN SET;
THENCE N 15°19'31" E A DISTANCE OF 15.31' TO A POINT;
THENCE S 62°57'45" W A DISTANCE OF 371.36' TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF 1ST AVENUE;
THENCE WITH SAID RIGHT-OF-WAY N 27°04'46" W A DISTANCE OF 173.35' TO AN IRON PIN FOUND;
THENCE LEAVING SAID RIGHT-OF-WAY N 63°01'22" E A DISTANCE OF 182.80' TO AN IRON PIN FOUND;
THENCE N 27°06'25" W A DISTANCE OF 418.40' TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF 333,005.13 SQUARE FEET OR 7.64 ACRES MORE OR LESS.
ACCORDING TO SURVEY COMPLETED BY TIMOTHY MARK DONLON, RLS LICENSE NUMBER 2297, 153B BELLE FOREST CIRCLE, NASHVILLE, TN 37221.

BEING PART OF THE SAME PROPERTY CONVEYED TO CUMBERLAND RIVER DEVELOPMENT, INC., A TENNESSEE CORPORATION, BY DEED FROM SAMUEL K. CROCKER, AS RECEIVER FOR MCREDMOND BROTHERS, INCORPORATED, A TENNESSEE CORPORATION, AND ACTING BY VIRTUE OF AN ORDER OF THE CHANCERY COURT OF DAVIDSON COUNTY, CASE NO. 06-3004-IV, DATED SEPTEMBER 22, 2008, OF RECORD IN INSTRUMENT NO 20090404-0032243, AS CORRECTED IN INSTRUMENT NO. 20170213- 0014852, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

Exhibit B
Permitted Exceptions

1. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.

2. Warranty Deeds of Flowage Easement from Swift & Company to United States of America, of record in Book 2290, Page 245 and Book 2290, Page 249, in the Register's Office of Davidson County, Tennessee, the current approximate location of the Flowage Easement at Book 2290, Page 245.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from Swift & Company to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5429, Page 672, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Temporary Construction and Reciprocal Access Easement Agreement, by and between Cumberland River Development, Inc. and Gateway TBR Hammer Mill, LLC, of record in Instrument No. 20161122-0123237, in the Register's Office of Davidson County, Tennessee.

5. Title to that portion of the land lying below the ordinary low water mark of the Cumberland River; easement for the flow of the waters of the Cumberland River, and the rights of the public therein; rights of upper and lower riparian owners to the flow of the waters of the Cumberland River, free from diminution or pollution; changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Cumberland River.

6. Any facts, rights, interests or claims that may exist or arise by reason of matters disclosed or shown by an ALTA/NSPS survey made by Donlon Land Surveying, LLC on January 13, 2020 designated job no. 218073.

7. Terms, conditions and easements as contained in City of Nashville Bill No. 53-295.

8. Terms and provisions of Memorandum of Purchase and Sale Agreement, by and between Cumberland River Development, Inc., a Tennessee corporation and Neuhoff Acquisition LLC, a Delaware limited liability company, of record in Instrument No. 201905060042484, in the Register's Office of Davidson County, Tennessee.

9. No assurance is afforded as to the acreage or square footage contained in the described property.

10. That portion of the land embraced within the bounds of any public road or thoroughfare.

11. All matters shown on the plat of record in Book 57, page 101 in the Register's Office of Davidson County, Tennessee.

12. Rights of tenants under unrecorded leases, as tenants only.

13. Local, state and federal laws, ordinances or governmental regulations, including but not limited to, building, zoning and land use laws, ordinances and regulations now or hereafter in effect relating to the Premises.

14. All matters arising by or through the activities of Grantee.

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, [~~Name of Notary~~] * Kimberly T. Branch, a notary public for this county and state, [~~name of person making certification~~] ** Heather Townsend 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: 2/28/20
Notary' Seal (if on paper)

Kimberly T. Branch
NOTARY PUBLIC
Cobb County, GEORGIA