This instrument prepared by:

Melissa J. Perignat, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339-5911
Telephone: 770-956-9600

Address of New Owner/Grantee, and send tax bills to:

TGA Octave Apartments LLC
c/o Nuveen
8500 Andrew Carnegie Boulevard
Charlotte, North Carolina 28262
Attention: Serge Kavege

After Recording, Please Mail to:

Chicago Title Insurance Company
2828 Routh Street, Suite 800
Dallas, TX 75201
Attention: Ms. Anne Wirtanen

Karen Johnson Davidson County
Batch# 510177 DEEDWARRSP
11/09/2020 08:55:30 AM 9 pgs
Fees: $48.00 Taxes: $318,570.00
20201109-0131007

Tax Parcel I.D. (Folio) No: 105-14-0-275.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is dated and made as of October 30, 2020, by 8TH AVENUE APARTMENT INVESTORS PROPERTY OWNER, LLC, a Delaware limited liability company ("Grantor"), with an address of c/o Lennar Multifamily Communities, LLC, 500 East Morehead, Suite 300, Charlotte, NC 28202, Attn: Mr. Will W. Chapman_, to and in favor of TGA OCTAVE APARTMENTS LLC, a Delaware limited liability company ("Grantee"), with an address of 333 West Wacker, 28th Floor, Chicago, Illinois 60606, Attention: Michael Gilmartin.

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 real property located in the Davidson County, Tennessee, that is legally and particularly described in Exhibit A, attached hereto and incorporated herein by this reference (collectively, 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.

[Signatures on Following Page]

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:

8TH AVENUE APARTMENT INVESTORS PROPERTY OWNER, LLC, a Delaware limited liability company

By: _____
Will W. Chapman, Authorized Signatory

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

This instrument was acknowledged before me on the 29th day of October, 2020, by Will W. Chapman, the Authorized Signatory of 8TH AVENUE APARTMENT INVESTORS PROPERTY OWNER, LLC, a Delaware limited liability company, on behalf of such limited liability company. He is personally known to me or produced a _____ or a driver's license as identification.

_____
Notary Public, State and County Aforesaid
Print Name: Kimberly K Vinesett
My commission expires: April 20, 2021
My commission number: 199710100003

(NOTARIAL SEAL)

KIMBERLY K. VINESETT NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

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, known as the Tennessee Condominium Act of 2008, 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.

STATE OF Florida
COUNTY OF Miami-Dade

The actual consideration or value, whichever is greater, for this transfer is $86,100,000.00

Affiant

Subscribed and sworn to before me this the 29th day of October, 2020.

Notary Public

My commission expires: 5/30/2022

JILL ANDERSON BLANCO
MY COMMISSION # GG 223226
EXPIRES: May 30, 2022
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

EXHIBIT A TO DEED

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 NUMBER 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 INSTRUMENT NUMBER 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 INSTRUMENT 20110131-0008634, R.O.D.C., AND BY CRAIGHEAD PARTNERS, OF RECORD IN INSTRUMENT NUMBER20061103 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 deg. 41 '52" East, for 190.11' to an iron rod (new), North 14 deg. 56' 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 deg. 39' 23" East, for 150.07' to a concrete monument (old), North 74 deg. 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 deg. 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 deg. 11' 21" East, for 49.74' to an iron rod (old), THENCE, with Craighead Partners west line, South 14 deg. 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 deg. 16' 44", an arc length of 84.28', and a chord bearing South 77 deg. 38 deg. 01" West, for 84.27' to a PK Nail (found), THENCE, continuing with Craighead Street, South 76 deg. 00' 23" West, for 434.92' to an iron rod (new); THENCE, North 60 deg. 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 deg. 48' 32" West, for 243.73' to the POINT OF BEGINNING and CONTAINING 4.34 Acres, more or less.

Being a portion of the same property conveyed to CRP/LMC BERRY HILL, L.L.C., a Delaware limited liability company by Special Warranty Deed from SRE TENNESSEE - 4, LLC, a Tennessee limited liability company of record in Instrument Number 20141017-0095908 Register's Office for Davidson County, Tennessee, dated October 15, 2014 and recorded on October 17, 2014.

Being the same property conveyed to 8TH AVENUE APARTMENT INVESTORS PROPERTY OWNER, LLC, a Delaware limited liability company by Special Warranty Deed from CRP/LMC BERRY HILL, L.L.C., a Delaware limited liability company of record in Instrument Number 20181217-0122137 Register's Office for Davidson

County, Tennessee, dated December 12, 2018 and recorded on December 17, 2018.

Being also known as 2360 Franklin Pike Nashville, Tennessee 37204.

EXHIBIT B TO DEED

PERMITTED EXCEPTIONS

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

2. Subject to the matters shown on the plat of record as Instrument Number 20150330-0026945 (voiding and vacating Plat Book 3842, Page 117 and Plat Book 3842, Page 143), Register's Office of Davidson County, Tennessee, as approximately depicted on that certain survey prepared by Millman National Land Services pursuant to job number 48156 dated October 5, 2020 and last updated on October 29, 2020 (the "Survey").

3. Restrictions Against Condominium Conversion as set forth in Instrument Number 20181217-0122137 in the Register's Office for Davidson County, Tennessee.

4. Easement and Memorandum of Agreements between CRP/LMC Berry Hill, LLC and Ballantyne Broadband Partners, LLC of record in Instrument Number 20160812-0084294 and Instrument Number 20160812-0084295, in the Register's Office for Davidson County, Tennessee.

5. Notice of Land Use Restrictions of record in Instrument Number 20180720-0070869, in the Register's Office for Davidson County, Tennessee.

6. Right or claims of parties in possession as residential tenants under unrecorded residential leases only without rights of first refusal, options to purchase or any similar rights to the subject property.

7. Subject to the matters shown on the Consolidation Plat Revision to Lots 29, 30, 31 MelPark Subdivision as shown on Instrument Number 20141017-0095867, Register's Office of Davidson County, Tennessee and on the Survey.

8. All other matters set forth on the Survey.

EXHIBIT C TO DEED

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

TRUE COPY CERTIFICATION

I, Jill Anderson Blanco, 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.

Signature - Jill Anderson Blanco

State of Florida

County of Miami Dade

Personally appeared before me, Ana S Balarezo, a notary public for this county and state, Jill Anderson Blanco 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: 2/20/2023

Notary' Seal

Notary Public State of Florida
Ana Susana Balarezo
My Commission GG 304[illegible]
Expires 02/20/2023