Karen Johnson Davidson County
Batch# 583456 DEEDWARR
03/03/2021 12:53:30 PM 9 pgs
Fees: $48.00 Taxes: $349,650.00
20210303-0027573

Address of New Owner /Responsible Taxpayer:	Map-Parcel Number(s):	This instrument prepared by:
GC Bellevue, LLC c/o Geringer Capital, Inc. 9595 Wilshire Blvd, Suite 214 Beverly Hills, CA 90212 Attn: Robert Geringer	12800014400 12800014500	Gibson Dunn & Crutcher 333 South Grand Avenue Los Angeles, CA 90071 Attn: Drew Flowers, Esq.

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $94,500,000.

David Nachman

Sworn to and subscribed by me this 25th day of febuary, 2021.

Michael Faugno
Notary Public, State of Connecticut
My Commission Expires 09/30/2025

Notary Public

My Commission Expires: 09/30/2025

MICHAEL FAUGNO NOTARY PUBLIC COMM. EXP. 09/30/2025 CONNECTICUT

WARRANTY DEED

THIS INSTRUMENT is made and entered into as of the 1st day of March, 2021, between RIDGELAKE PROPERTY INVESTOR, LLC, a Delaware limited liability company (the "Grantor") and GC BELLEVUE, LLC, a Delaware limited liability company (the "Grantee"), recites and provides:

CONVEYANCE:

THAT for and in consideration of the conveyance made hereby, the consideration received therefor by the Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, subject to the matters described herein, hereby grants and conveys to the Grantee with general warranty and covenants of title, the real estate described on **Exhibit A** attached hereto (the "Real Estate").

TO HAVE AND TO HOLD the Real Estate as the Grantee's sole and separate equitable estate, free from any liability whatsoever, with complete authority in the Grantee to convey, encumber and otherwise deal with the Real Estate.

The Real Estate is conveyed subject to all recorded easements, conditions, restrictions and agreements that lawfully apply to the Real Estate or any part thereof.

Grantor, for itself and for its successors and assigns does hereby covenant with Grantee, its successors and assigns, that it is lawfully seized in fee simple of the Real Estate and has full power, authority and right to convey the same and that it will forever warrant and defend the said Real Estate and the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on its behalf by its duly authorized representative.

GRANTOR:

RIDGELAKE PROPERTY INVESTOR, LLC,
a Delaware limited liability company

By: _____
Name: David Nash
Title: Authorized Person

[Notary page follows]

STATE OF CONNECTICUT)
) §
County of Fairfield)

On February 25th, 2021, before me, Michael Faugno a Notary Public, personally appeared David Nachman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Michael Faugno
Notary Public, State of Connecticut
My Commission Expires 09/30/2025

Signature of Notary

(Affix seal here)

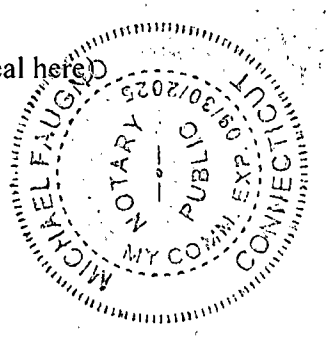


EXHIBIT A

Legal Description

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:

BEING A TRACT OF LAND IN THE 35TH COUNCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE LOCATED APPROXIMATELY 5000 FEET SOUTH OF THE CENTERLINE OF THE INTERCHANGE BETWEEN OLD HICKORY BOULEVARD AND INTERSTATE 40 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF OLD HICKORY BOULEVARD AND RIDGELAKE PARKWAY, THENCE IN AN WESTERLY DIRECTION 184 +/- FEET TO AN IRON ROD IN THE WEST RIGHT-OF-WAY MARGIN OF OLD HICKORY BOULEVARD, AND BEING THE POINT OF BEGINNING FOR HEREIN DESCRIBED PROPERTY AND THE SOUTHEAST CORNER OF THE MAPCO PETROLEUM, INC. PROPERTY OF RECORD IN DEED BOOK 7949, PAGE 594, R.O.D.C., TN.;

THENCE, WITH THE WESTERLY MARGIN OLD HICKORY BOULEVARD, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05° 38' 11", A RADIUS OF 1462.39 FEET, A LENGTH OF 143.86 FEET AND HAVING A CHORD WHICH BEARS S 00° 58' 45" E, FOR A DISTANCE OF 143.80 FEET TO AN IRON ROD;

WITH THE RIGHT OF WAY OF OLD HICKORY BOULEVARD FOR THE NEXT SIX CALLS;

THENCE, S 86°12' 10" W, FOR A DISTANCE OF 20.00 FEET TO AN IRON ROD;
THENCE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 15° 16' 21", A RADIUS OF 1482.39 FEET, A LENGTH 395.14 FEET, AND HAVING A CHORD WHICH BEARS S 11° 25' 58" E, FOR A DISTANCE OF 393.97 FEET TO AN IRON ROD; THENCE, S 19° 04' 10" E, FOR A DISTANCE OF 341.03 FEET TO AN IRON ROD;
THENCE, S 71° 10' 06" W, FOR A DISTANCE OF 25.00 FEET TO AN IRON ROD;
THENCE, S 18° 49' 54" E, FOR A DISTANCE OF 750.00 FEET TO AN IRON ROD;
THENCE, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 03° 27' 56", A RADIUS OF 839.49 FEET, A LENGTH OF 50.78 FEET, AND HAVING A CHORD WHICH BEARS S 22° 34' 08" E, FOR A DISTANCE OF 50.77 FEET TO AN IRON ROD, AT HARPETH VALLEY UTILITY DISTRICT AS RECORDED IN DEED BOOK 9873, PAGE 721 IN R.O.D.C., TN.;
THENCE, LEAVING SAID RIGHT-OF-WAY AND WITH THE SAID HARPETH VALLEY LINE, S 74° 51' 15"W, A DISTANCE OF 248.69 FEET TO AN IRON ROD;

THENCE, WITH THE WESTERLY BOUNDARY LINE OF HARPETH VALLEY'S AND SPENCER-NORTHCUTT PROPERTIES AS RECORDED IN DEED BOOK 7639, PAGE 559, IN R.O.D.C., TN,, S 15° 00' 23" W, A DISTANCE OF 244.66 FEET TO AN IRON ROD, IN THE NORTHERN PROPERTY LINE OF HARPETH VALLEY UTILITIES DISTRICT OF RECORD IN INSTRUMENT NO, 200211070137083, R.O.D.C., TN.;

THENCE, WITH THE NORTHERLY LINE OF HARPETH VALLEY AND GREAT TENNESSEE LAND COMPANY AS RECORDED IN INSTRUMENT NO. 201410010090339, R.O.D.C., TN., N 86°

43' 15' W FOR A DISTANCE OF 1443.28 FEET TO AN IRON ROD SITUATED IN THE EASTERLY LINE OF THE W.H. EASON, JR. OF RECORD IN INSTRUMENT NO. 20010621006601l, R.O.D.C., TN.;
WITH EASON'S EASTERLY LINE FOR THE NEXT FOUR CALLS;

THENCE, N 49° 39' 08" E. A DISTANCE OF 675.92 FEET TO AN IRON ROD;

THENCE, N 40° 21' 30" W, A DISTANCE OF 764.03 FEET TO AN IRON ROD;
THENCE, N 19° 35' 01" W, FOR A DISTANCE OF 348.18 FEET TO AN IRON ROD;
THENCE, N 61° 56' 58" W, FOR A DISTANCE OF 389.84 FEET TO AN IRON ROD IN THE EASTERLY LINE OF MARK CHRISTOPHER BLAIR OF RECORD IN INSTRUMENT NO, 200512130149794, R.O.D.C., TN.;

THENCE, WITH EASTERLY LINES OF BLAIR'S, WILLIAM MACLENNAN & BARBARA RUSS OF RECORD IN INSTRUMENT NO. 200108030082896, R.O.D.C., TN. AND DWAINE ANDERSON & LEILANI S. BROOKFIELD OF RECORD IN INSTRUMENT NO. 201410080093139, R.O.D.C., TN., N 05° 39' 23" E, FOR A DISTANCE OF 405.27 FEET TO AN IRON ROD SITUATED IN THE SOUTHERLY LINE OF THE PROPERTY CONVEYED TO LAWRENCE BEAMON, SR. & SHARON L. BEAMON, OF RECORD IN INSTRUMENT NO. 200509090108850, R.O.D.C., TN.;

THENCE, ALONG BEAMON'S SOUTHERLY LINE. S 86° 37' 00" E, FOR A DISTANCE OF 299.96 FEET TO AN IRON ROD SITUATED IN THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO JOHN ROBERT HILL OF RECORD IN INSTRUMENT NO. 201410010090386, R.O.D.C., TN.;

THENCE, ALONG HILL'S SOUTHERLY PROPERTY LINE, S 87° 23' 53" E, A DISTANCE OF 678.48 FEET TO AN IRON ROD SITUATED IN THE SOUTHWEST CORNER OF THE PROPERTY CONVEYED TO LINDA PROVENCE OF RECORD IN INSTRUMENT NO. 201106030042427, R.O.D.C., TN.;

THENCE, ALONG THE SOUTHERLY LINES OF PROVENCE'S PROPERTY, DOROTHY MOSS ET AL, WILLIE E. MOSS & JOYCE M. MOSS OF RECORD IN DEED BOOK 9991, PAGE 203 AND THE PROPERTY CONVEYED TO MAPCO PETROLEUM, INC., OF RECORD IN DEED BOOK 7949, PAGE 594, R.O.D.C., TN.; S 86° 18' 38" E, FOR A DISTANCE OF 759.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 64.72 ACRES OF LAND OR 2,819,387.38 SQUARE FEET.

BEING THE SAME PROPERTY CONVEYED TO RIDGELAKE PROPERTY INVESTOR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED FROM RIDGELAKE 560, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 201602050011364, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

Permitted Exceptions

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.

4. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. Any claim to oil, gas, minerals, and all rights incident thereto, previously conveyed, transferred, leased or reserved.

6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

8. No insurance is afforded as to the acreage or square footage contained in the Land.

9. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.

10. All matters shown on plat(s) of record in Book 6250, Page 676 and Instrument No. 200106210066011, in the Register's Office of Davidson County, Tennessee.

11. Terms and provisions of Storm Water Detention Agreement, by and between Old Hickory, Ltd. by Avron B. Fogelman General Partner and The Metropolitan Government of Nashville and Davidson County, of record in Book 6628, Page 709, in the Register's Office of Davidson County, Tennessee.

12. Terms and provisions of Storm Water Detention Agreement, by and between Old Hickory, Ltd. and The Metropolitan Government of Nashville and Davidson County, of record in Book 6868, Page 961, in the Register's Office of Davidson County, Tennessee.

13. Terms and provisions of Agreement for Dedication of Easement for Public Utilities, by and between Old Hickory, Ltd and Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee, its successors and assigns, of record in Book 8840, Page 893, in the Register's Office of Davidson County, Tennessee.

14. Terms and provisions of Joint Easement for Ingress, Egress, Regress, and Maintenance and Agreement to Establish and Maintain Greenspace and No-Cut Zone, by and between New Hope Associates, LLC, a Tennessee limited liability company and Old Hickory Ltd., a Tennessee limited partnership with Fogelman Realty Group, LLC as its general partner, of record in Instrument No. 20010621006611O, in the Register's Office of Davidson County, Tennessee.

15. Easement(s) granted Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee by Deed and Agreed order of Possession of record in Instrument No. 200305280071711, in the Register's Office of Davidson County, Tennessee.

16. Easement(s) granted Harpeth Valley Utilities District of Davidson and Williamson Counties, Tennessee by Deed and Agreed order of Possession of record in Instrument No. 200407010078690, in the Register's Office of Davidson County, Tennessee.

17. Terms and provisions of Memorandum of Agreement, by and between Comcast of Nashville I, LLC, its successors and assigns and Ridgelake Apartment Associates, LLC, a Tennessee limited liability company, of record in Instrument No. 201307260077481, in the Register's Office of Davidson County, Tennessee.

18. This item has been intentionally deleted.

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

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

21. Rights or claims of easement to or from and ingress and egress in and to the Hobbs Cemetery, located on said land.

22. The following matters disclosed by an ALTA/NSPS survey made by Partner Engineering and Science, Inc. on February 1, 2021, last revised February 3, 2021, designated Job No. 20-297109.3:

a. the fact that an existing cemetery is located on the Land

True Copy Certification

I, Erin M. West, 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.

Erin M. West
Signature

State of California

County of San Bernardino

Personally appeared before me, ~~[Name of Notary]~~ Lori A. Allison, a notary public for this county and state, ~~[name of person making certification]~~ who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Erin M. West

Lori A. Allison
Notary's Signature

My Commission Expires: 4/15/2024
Notary' Seal (if on paper)

LORI A. ALLISON
Notary Public - California
San Bernardino County
Commission # 2324988
My Comm. Expires Apr 15, 2024