Karen Johnson Davidson County
Batch# 696543 DEEDWARRSP
08/12/2021 03:53:30 PM 6 pgs
Fees: $33.00 Taxes: $280,164.00
20210812-0109223

SPECIAL WARRANTY DEED

FROM: MILLENNIUM MUSIC ROW 2, LLC, a Delaware limited liability company

TO: MILLENNIUM MUSIC, LP, a Delaware limited partnership

Address New Owner:	Send Tax Bills To:	Map-Parcel Numbers:
Millennium Music, LP c/o Brass Enterprises Inc. 970 Lawrence Avenue West Suite 401 Toronto, Ontario M6A 3B6 Attention: Sorelle Simmons	Millennium Music, LP c/o Brass Enterprises Inc. 970 Lawrence Avenue West Suite 401 Toronto, Ontario M6A 3B6 Attention: Sorelle Simmons	104-04-0-241.00
This instrument prepared by: Van P. East, III, Frost Brown Todd LLC 150 Third Avenue South, Suite 1900, Nashville, TN 37201		

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Seventy-Five Million Seven Hundred Twenty Thousand and No/100 Dollars ($75,720,000.00).

Melissa Ann Foster
Affiant

Subscribed and sworn to before me, this the 12th day of August, 2021.

Brandy Graham
Notary Public

BRANDY GRAHAM
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Comm. Expires: 5-5-25

SPECIAL WARRANTY DEED

MILLENNIUM MUSIC ROW 2, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto MILLENNIUM MUSIC, LP, a Delaware limited partnership ("Grantee"), the real property in Davidson County, Tennessee described in **Exhibit A** attached hereto, together with the buildings and improvements thereon, and all appurtenances of said real property, including easements or rights-of-way relating thereto, and, without warranty, all right, title, and interest, if any, of Grantor in and to the land lying within any street or roadway

adjoining said real property or any vacated or hereafter vacated street or alley adjoining said real property (collectively, the "Property").

This is improved property commonly known as 70 Music Square West, Nashville, Tennessee 37203.

This conveyance is made and accepted subject to those matters set forth in **Exhibit B** attached hereto, but only to the extent that the same are validly existing and affect the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee and its successors and assigns forever; and, subject to the Permitted Exceptions, Grantor does hereby bind itself and its successors and assigns to warrant and forever defend the Property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Notwithstanding anything to the contrary, neither Grantee nor its successors and assigns shall submit the Property to a condominium regime until December 31, 2023 (the Expiration Date"). This Deed expressly prohibits the Property from becoming a condominium regime prior to the Expiration Date (the "Restriction"). Grantor reserves the right to enforce this Restriction as a covenant running with the land until the Expiration Date. The Restriction will run with the land and will bind the Grantee and its successors and assigns and will burden the Property and all portions of the Property until the Expiration Date. The Restriction will inure to the benefit of and be enforceable by Grantor, its members, its managers, principles of its members and managers, and each of the foregoing's respective affiliates, contractors, successors, and assigns (collectively, the "Benefited Parties"). Grantee acknowledges and agrees that: (i) but for Grantee's agreement to be bound by the Restriction, Grantor would not convey the Property to Grantee; and (ii) in the event of a breach or threat of a breach of the Restriction, the Benefited Parties' remedies at law will be inadequate and, in any such event, the Benefited Parties will be entitled to an injunction to prevent any breach or threatened breach of the Restriction in addition to all other available legal and equitable rights and remedies. The Benefited Parties will be entitled to recover all of their costs and expenses, including reasonable attorneys' and paralegal fees and costs, expended in the enforcement of the Restriction, irrespective of whether or not litigation is actually commenced. In addition, any owner of the Property who violates the Restriction shall protect, indemnify, defend and hold harmless any Benefited Parties from and against any and all liabilities, damages, losses, claims, causes of action, suits, demands, costs and expenses (including without limitation reasonable attorneys' fees and costs of litigation) relating to (a) attempts or efforts to submit the Property to a condominium regime; (b) any sale of units of the Property as a condominium unit; and/or (c) any claim or cause of action by any homeowner's association for or relating to the construction of any improvements located on the Property. For the avoidance of doubt, the Restriction shall expire according to its terms and be null and void with no force or effect from and after the Expiration Date without the action or consent of any party and without the need to record any document or instrument. Consequently, from and after the Expiration Date, the Property may be converted to a condominium regime without regard to the Restriction and without notice to or the consent of Grantor or any of the Benefited Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed to be effective as of August 10, 2021.

MILLENNIUM MUSIC ROW 2, LLC,
a Delaware limited liability company

By: _____
John Caltagirone, President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 10, 2021, by John Caltagirone, the President of Millennium Music Row 2, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public – State of Texas

My Commission Expires:
9-3-2021

JANET L. CRAWFORD
Notary Public, State of Texas
Comm. Expires 09-03-2021
Notary ID 7139982

EXHIBIT A TO SPECIAL WARRANTY DEED

The Property

Land in Davidson County, Tennessee, being Lot 1, as shown on the map entitled "Consolidation Plat of Lots 35-42 O.B. Hayes First Plan of Small Lots Recorded in Plan Book 1, page 69", of record in Instrument No. 20150626-0061898, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Millennium Music Row 2, LLC, a Delaware limited liability company, by Special Warranty Deed of record as Instrument No. 20160331-0030775 in the Register's Office for Davidson County, Tennessee.

EXHIBIT B TO SPECIAL WARRANTY DEED

Permitted Exceptions

1. Rights of parties in possession, as tenants only, under unrecorded residential and retail leases, with no rights or options to purchase.

2. General or special taxes and assessments required to be paid in the year 2021 and subsequent years for Map-Par. 104-04-0-241.00, not yet due and payable.

   If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.

3. Matters shown on the Plan of record in Instrument No. 20150626-0061898, said Register's Office.

4. Subject to a street closing and any easement(s) retained in Ordinance No. 77-577, filed with the Metropolitan County Clerk's Office for Davidson County, Tennessee.

5. Declaration of Restrictions and Covenants for Storm Water Facilities and Systems of record in Instrument No. 20150224-0015696, said Register's Office.

6. Easement granted to Comcast of Nashville I, LLC of record in Instrument No. 20171127-0120854, said Register's Office.

7. The following matters shown on the plat of survey by Michael K. Story, Tenn. RLS No. 1989, with Civil & Environmental Consultants, Inc., dated July 15, 2021 and designated Project No. 314-346, last revised August 10, 2021:

   a) Balcony encroachments (5) into right-of-way along the western boundary, as permitted in Ordinance set forth in Exception 8.

   b) Wall encroachment at northwest corner, as permitted in Ordinance set forth in Exception 8.

   c) Stoop and curb line encroachment into alley right-of-way on the eastern boundary, as permitted in Ordinance set forth in Exception 8.

   d) Hand rail encroachment into right-of-way of the southern boundary, as permitted in Ordinance set forth in Exception 8.

8. All matters contained in Ordinance BL2019-1618 of record in Instrument No. 20190712-0068232, said Register's Office. Said Ordinance permits encroachments noted in Exception 7, subject to the posting and maintaining of a policy of public liability insurance; and the repeal of said Ordinance by the Metropolitan Government of Nashville, Tennessee and Davidson County.

Certificate of Authenticity

I, Melissa Foster, do hereby make oath that I am the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on July 1, 2021.

Melissa Foster
Affiant Signature

8/11/2021
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 11th day of August, 2021.

Brandy Gomaz
Notary's Signature

My Commission Expires: 5-5-25
Date

BRANDY GOMAZ
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY