Karen Johnson Davidson County
Batch# 735478 DEEDWARRSP
10/13/2021 09:34:30 AM 13 pgs
Fees: $68.00 Taxes: $443,685.50
20211013-0137484

SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED

Return to:
Katrina Haynes
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4353- **TN252007023J**

~~After Recording, Return To:~~
Williams Portfolio 23, LLC
3190 Clearview Way, Suite 200
San Mateo, CA 94402

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is
$ 119,915,000

Scott W. Williams
Scott W. Williams, Affiant

Subscribed and sworn to before me, this the 6th day of October, 2021.

Julia Demetra Gavros
Notary Public

JULIA DEMETRA GAVROS
Notary Public - California
San Mateo County
Commission # 2276382
My Comm. Expires Feb 2, 2023

My commission expires:
February 2, 2023
(Affix Seal)

THIS INSTRUMENT WAS PREPARED BY
Jeffrey A. Walsh, Esq.
Barton Benson Jones PLLC
745 E. Mulberry Ave., Suite 550, San Antonio, Texas 78212

Address New Owner(s):	Send Tax Bills To:	Map Parcel Numbers
Williams Portfolio 23, LLC 3190 Clearview Way, Suite 200 San Mateo, CA 94402	Same	07012001100

For and in Consideration of the sum of $10.00 cash in hand paid by the hereinafter named grantee, and other good and valuable consideration, the receipt of which are hereby acknowledged,

the undersigned ATHENS WAY NASHVILLE, LLC, a Delaware limited liability company (hereinafter called the "*Grantor*"), has bargained and sold, and by these presents does transfer and convey unto WILLIAMS PORTFOLIO 23, LLC, a Delaware limited liability company (hereinafter called the "*Grantee*"), its successors and assigns, that certain tract or parcel of land (the "*Land*") located in the City of Nashville, Davidson County, Tennessee, and more particularly described on Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes, together with the buildings and then-existing improvements thereon, including all systems, facilities and parking areas thereon (collectively, the "*Improvements*"), and all appurtenances of the above-described real property, including, without limitation, 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 the real property described above or any vacated or hereafter vacated street or alley adjoining said real property (collectively with the Land, the "*Property*"). The date of this instrument is as of the Effective Date (as hereinafter defined).

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance and the warranties of title herein are expressly made subject to those matters shown on Exhibit "B" (the foregoing are, collectively, the "Permitted Exceptions").

This conveyance is made subject to the following restriction (the "*Condominium Restriction*"):

During the time commencing on the recording of this Deed in the Official Records of Davidson County, Tennessee, and ending on the last day of the Restriction Period (as defined below), no portion of the Property may be made subject to a condominium declaration, or subdivided by the recordation of a condominium plat, to the extent such condominium permits the creation of for-sale residential condominium units and no owner of all or any portion of the Property shall convert the use of the Property into for-sale residential condominium units, time share interests, or any other form of subdivided separate fee ownership of any kind or type for the purpose of for-sale residential units, prior to the expiration of the Restriction Period (as defined below). For clarification, the Condominium Restriction shall not apply to the creation of any co-tenancy interest such as joint tenancy or tenancy-in-common by parties who do not physically occupy the Property (that is, who maintain the Property for the lease of units). Such Condominium Restriction shall be expressly for the benefit of each Benefitting Party and shall be binding upon Grantee and Grantee's successors and assigns and shall run with the Property for the duration of the Restriction Period only.

"*Restriction Period*" shall mean the period beginning on the Effective Date this Condominium Restriction and ending on the **earliest** to occur of any of the Restriction Termination Conditions (as defined below).

The "*Restriction Termination Conditions*" shall mean the earliest to occur of the following: (i) the expiration of the applicable statute of repose under T.C.A. § 28-3-201 – T.C.A. § 28-3-205 and any successor statutes, as they may be amended, for any cause of action against Grantor, Embrey Partners, LLC, a Texas limited liability company ("*EPL*"), EPL-GP, L.L.C., a Texas limited liability company, Embrey Builders, LLC, a Texas limited liability company, and their

respective constituent companies, partners, members, managers, employees, agents, representatives, parents, subsidiaries and affiliates and their respective successors and assigns (collectively, with Grantor, the "*Benefitting Parties*", and individually, a "*Benefitting Party*") for construction defects in respect to the construction of the Property as a multi-family apartment complex; (ii) the written and recorded consent of each of the Benefitting Parties, which consent none of the Benefitting Parties shall have any obligation to grant and which consent, if granted, may be conditioned in such manner as Benefitting Parties may, in each of their sole and unfettered discretion, deem to be appropriate; (iii) the last date which a claim can be filed under Tennessee statutes - Courts and Court Procedure, and any successor statute, as they be amended for construction defects in respect to the construction of the Property; (iv) [the date that is four (4) years from the Effective Date]; or (v) at their option, in their sole and absolute discretion, but subject to the requirements hereinafter set forth, the date that Grantee or its successors or assigns shall have provided the Benefiting Parties with (A) an indemnity agreement from an entity reasonably acceptable to the Benefitting Parties (as applicable, the "*Indemnitor*") containing terms and conditions reasonably acceptable to the Benefitting Parties under which the Indemnitor agrees to indemnify, defend and hold the Benefitting Parties harmless from and against any and all claims by any grantees of such condominium units or (B) an Approved Insurance Policy (as defined below) insuring the Benefitting Parties against any and all such claims arising during the "*Term*" described below, provided that, should Grantee or its successors or assigns exercise their option under the foregoing Clause (v), the mortgagee under any mortgage or the trustee or beneficiary under any deed of trust or deed to secure debt shall not be liable for any act or omission or indemnification obligation of any prior owner (including Grantee) or any subsequent owner of the Property.

The "*Approved Insurance Policy*" shall be a policy that is reasonably approved by the Benefitting Parties or its assigns and which includes irrevocable "tail" coverage that removes the "Condominium Conversion Exclusion" and covers the Benefitting Parties in respect to the construction completed and satisfies or exceeds the following requirements:

a. Liability Limit: Not less than $15,000,000 per Occurrence and Aggregate for on-going operations if any are still continuing, and for Products-Completed Operations Hazard.
b. Term: until the earliest of the dates described in clauses (i), (ii), (iii), or (iv) of the definition of Restriction Termination Conditions, above.
c. Carrier rating: Not less than "A-X".
d. Coverage must be 'stand-alone' and dedicated to the Property only, and written on an "Occurrence Form" basis providing without limitation, defense and indemnity for property damage arising out of alleged defects in construction and faulty workmanship.
e. General Liability and any umbrella/excess policies issued hereunder shall be primary, and any other general and umbrella/excess liability insurance of any Benefitting Party shall be excess and non-contributory.
f. Deductibles or any self-insured retention shall not exceed $50,000 per occurrence without prior written approval of Benefitting Parties or its assign. All deductibles and self-insured retention amounts shall require delivery by Indemnitor of an indemnity agreement reasonably acceptable to the Benefitting Parties covering such deductibles and retention amounts, if any.

g. It shall be a condition precedent that the entire Policy premium for entire Term be prepaid by Grantee or its successors.
h. Defense outside the limits shall be required.
i. Policy shall be silent or shall not exclude subsidence.
j. Policy must include work prior to this conveyance and under Grantor's construction contract, including any Warranty and Repair work undertaken by or on behalf of Grantor or Grantee.
k. Policy may not include Real Estate Agents/Brokers of Owner, nor its other Professionals', Errors or Omissions.
l. Permitted exclusions shall include Nuclear, War, Asbestos, Pollution, Silica, Lead, EIFS, and Employment Practices.
m. The policy must not permit the issuer to deny or limit coverage by reason of any act or omission of Grantee (or its successors).

Upon request by any owner of the Property that Benefitting Parties approve any proposed Approved Insurance Policy, Benefitting Parties shall approve (which approval shall not be unreasonably withheld) such proposed Approved Insurance Policy, if the Policy shall satisfy all requirements listed in clauses (a) through (m) above, other than clause (g). If the policy would satisfy all of the above requirements but the requirement in clause (g), then upon determination of such fact by arbitration or by agreement of the parties, then for all purposes of this Paragraph the "effective date" of such coverage shall be such date the payment of the applicable premium for the entire Restriction Period is made as required by clause (g) above, and written confirmation to Benefitting Parties from the insurance carrier that such payment has been made and the insurance coverage is in effect and will be in effect for the entire Restriction Period. If there is a disagreement by Benefitting Parties that the requirements of the Approved Insurance Policy have been satisfied, the Benefitting Parties and the Grantee (or its successors) shall each have the right, but not the obligation, to have an insurance professional familiar with completed operations risks prepare a written assessment of the insurance proposals from the owner of the Property. Grantee (or its successors) and Benefitting Parties shall submit to the other party such assessments setting forth the case that the proposed Approved Insurance Policy does or, as the case may be, does not satisfy the requirements for an Approved Insurance Policy. If no agreement is obtained between Benefitting Parties and Grantee (or its successors) within ten (10) business days of the request by Grantee (or its successors), then whether the requirements for the Approved Insurance Policy would be satisfied by Grantee's (or its successor's) proposed Approved Insurance Policy shall be resolved by binding arbitration. Unless the parties agree in writing otherwise, the arbitration shall be administered by the American Arbitration Association subject to the AAA Construction Industry Arbitration Rules then in effect, except that the arbitration shall be conducted by a single arbitrator without regard to the amount in controversy.

Each Benefitting Party, acting individually, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants now or hereafter imposed by the provisions of this Condominium Restriction. Failure by any Benefitting Party to enforce any covenant, or restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter. Grantee agrees that the Condominium Restriction has been bargained for and is material to this Special Warranty Deed.

Conveyance: Grantor, for the consideration and subject to the Permitted Exceptions, grants,

bargains, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD it to Grantee, Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to WARRANT and FOREVER DEFEND all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or might claim the same or any part thereof, by, through or under Grantor.

SPECIAL PROVISIONS:

EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AND SALE AGREEMENT DATED AUGUST 9, 2021 BETWEEN GRANTOR AND GRANTEE (THE "AGREEMENT"), GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO, ON, OR ABOUT THE PROPERTY, OR GOOD AND WORKMANLIKE CONSTRUCTION OR PERFORMANCE, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ABSENCE OF ENVIRONMENTAL VIOLATION OR DEFECT, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS (AS DEFINED BELOW), OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS" "WHERE IS", "WITH ALL FAULTS" CONDITION AT THE CLOSING, AND HEREBY WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY, THE SOIL CONDITION, MOLD, MILDEW OR OTHER ORGANISMS AFFECTING THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, AND RELEASE GRANTOR AND INCLUDING ANY OF GRANTOR'S MANAGEMENT COMPANY AND ITS EMPLOYEES, GUESTS, TENANTS, VENDORS, OR OTHER INVITEES (COLLECTIVELY,

"GRANTOR INDEMNITEES") THEREFROM. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATION AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS", "WITH ALL FAULTS" CONDITION AND BASIS. GRANTEE FULLY RELEASES GRANTOR AND THE GRANTOR INDEMNITEES FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF GRANTEE'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE AND MANAGEMENT OF THE PROPERTY; PROVIDED, HOWEVER, THAT SUCH RELEASE SHALL NOT APPLY WITH RESPECT TO CLAIMS OF PERSONAL INJURY OR PROPERTY DAMAGE INCURRED BY THIRD PARTIES ARISING FROM EVENTS OCURRING PRIOR TO THE RECORDATION OF THIS DEED THAT (X) ARE NOT CAUSED BY OR THAT RESULT FROM THE ACTS OF OR PERFORMANCE OF GRANTEE (OR PARTIES FOR WHICH GRANTEE IS RESPONSIBLE) UNDER THE AGREEMENT; OR (Y) ARE NOT OTHERWISE RELEASED PURSUANT TO SECTION 4.5(b) OF AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE SALE DOCUMENTS EXECUTED AND DELIVERED BY GRANTOR CONCURRENTLY WITH THE RECORDATION OF THIS DEED, GRANTEE RELEASES GRANTOR FROM ANY LIABILITY WITH RESPECT TO ANY ADVERSE MATTERS (OTHER THAN THIRD PARTY CLAIMS AS PROVIDED ABOVE). GRANTEE RELEASES GRANTOR FROM ANY LIABILITY WITH RESPECT TO ANY ADVERSE MATTERS, INCLUDING ADVERSE PHYSICAL CONDITIONS (INCLUDING ALL LATENT PHYSICAL CONDITIONS), DEFECTS, CONSTRUCTION DEFECTS, HEALTH, SAFETY AND WELFARE MATTERS WHICH MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS EVEN IF ARISING FROM EVENTS OCCURRING BEFORE THE DATE HEREOF. THE PARTIES AGREE THAT THE PURCHASE PRICE HAS BEEN DETERMINED BY NEGOTIATIONS WHICH REFLECTED THE FOREGOING DISCLAIMER AND THAT GRANTOR WOULD NOT HAVE BEEN WILLING TO SELL THE PROPERTY FOR THE PURCHASE PRICE SPECIFIED HEREIN ABSENT SUCH DISCLAIMER.

AS BETWEEN GRANTOR AND GRANTEE, THE RISK OF LIABILITY OR EXPENSE FOR ANY ENVIRONMENTAL CONDITION, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE THE DATE HEREOF, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER SUCH CONDITION WAS KNOWN OR UNKNOWN AS OF

THE DATE HEREOF. GRANTEE SHALL INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE GRANTOR AND GRANTOR INDEMNITEES FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY AND ALL LIABILITY FOR ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AND ALL LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), AND ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL LAWS. GRANTEE AGREES TO INDEMNIFY, DEFND, HOLD HARMLESS, AND RELEASE GRANTOR AND GRANTOR INDEMNITEES FROM AND AGAINST (I) ANY AND ALL LIABILITY FOR ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY, EVEN IF SAME ARISES AS THE RESULT OF THE NEGLIGENCE OF GRANTOR OR GRANTOR INDEMNITEES BUT NOT IF SAME ARISES AS THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR OR GRANTOR INDEMNITEES. GRANTEE AGREES TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE GRANTOR AND GRANTOR INDEMNITEES FROM AND AGAINST ANY LIABILITY FOR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTOR IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ANY ENVIRONMENTAL CONDITION AFFECTING THE PROPERTY.

By accepting delivery of this deed, Grantee acknowledges having accepted and agreed to each and every term hereof, including without limitation the Condominium Restriction and the disclaimer of warranties.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Witness our/my hand(s) effective as of October 8th, 2021 (the "*Effective Date*").

GRANTOR:

ATHENS WAY NASHVILLE, LLC,
a Delaware limited liability company

By: Athens Way at Great Circle, Ltd.,
a Texas limited partnership,
its managing member

By: AWGC-GP, LLC,
a Texas limited liability company,
its sole general partner

By: _____
Sara Hanback,
Director of Finance

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Personally appeared before me Sara Hanback, Director of Finance of AWGC-GP, LLC, a Texas limited liability company, sole general partner of Athens Way at Great Circle, Ltd., a Texas limited partnership, managing member of Athens Way Nashville, LLC, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the foregoing instrument for the purposes therein contained in the capacity therein stated on behalf of said entities.

WITNESS my hand and seal this 29 day of September, 2021.

SHELBY TAYLOR ROWLAND
My Notary ID # 133236853
Expires July 28, 2025

_____
Notary Public, State of Texas

My Commission Expires: July 28, 2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Executed by Grantee to evidence Grantee's acknowledgment of and agreement to comply with the Condominium Restriction and acceptance of the Special Provisions set forth in the foregoing Special Warranty Deed.

GRANTEE:

WILLIAMS PORTFOLIO 23, LLC,
a Delaware limited liability company

By: G. W. WILLIAMS CO.,
a California corporation
its Manager

By: Scott W. Williams
Scott W. Williams
President and CEO

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California §
§
COUNTY OF San Mateo §

On October 6, 2021 before me, Julia Demetra Gavros, Office of Notary Public personally appeared Scott W. Williams, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julia Demetra Gavros
Notary Public

JULIA DEMETRA GAVROS
Notary Public - California
San Mateo County
Commission # 2276382
My Comm. Expires Feb 2, 2023

EXHIBIT "A"

DESCRIPTION OF PROPERTY

All that tract or parcel of land lying and being in the Urban Services District, Second Councilmanic District, Nashville, Davidson County, Tennessee, being Lot 18A, as more particularly described and depicted on that certain Resubdivision of Metrocenter Lots 36 & 18A, dated December 6, 2018, recorded December 26, 2018 as Instrument No. 20181226-0125183, in the Register's Office of Davidson County, Tennessee, said plat being incorporated herein and made a part hereof by reference

Being the same property which was conveyed to Athens Way Nashville, LLC, a Delaware limited liability company, by virtue of: (1) Special Warranty Deed from SEV Metrocenter IV, LLC, a Tennessee limited liability company, dated November 6, 2018, recorded November 8, 2018, as Instrument Number 201811080110834 in the Register's Office of Davidson County, Tennessee (such portion herein referred to as "*Tract 1*"), and (2) Special Warranty Deed from Tennessee Football, Inc., a Delaware corporation, dated November 5, 2018, recorded November 8, 2018, as Instrument No. 20181108-0110832 in the Register's Office of Davidson County, Tennessee, as affected by that Corrective Special Warranty Deed, recorded October _, 2021 as Instrument No. 202110130137482 in the Register's Office of Davidson County, Tennessee (such portion herein referred to as "*Tract 2*"), in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

PERMITTED EXCEPTIONS

Tract 1 only:

1. Drainage easement along the southeasterly boundary of the Land; 5 foot drainage easement along the southwesterly boundary of the Land; and 20 foot public utility easement along the northeasterly and southeasterly boundaries of the Land shown on plat of record in Book 8250, page 938, in the Register's Office of Davidson County, Tennessee.

2. Transformer Easement of record in Book 5632, page 813, Register's Office for Davidson County, Tennessee.

Tract 2 only:

3. Terms, provisions, conditions, restrictions and easements in Metro Council Bill No. O73-608, in the Register's Office of Davidson County, Tennessee.

4. Lake easement as shown on plat of record in Book 5200, page 237, in the Register's Office of Davidson County, Tennessee.

Tracts 1 and 2:

5. Rights of tenants, as tenants only in possession of subject property.

6. Any mineral or mineral rights leased, granted or retained by current or prior owners.

7. All matters shown on plat(s) of record in Book 8250, Page 938 and Book 5200, Page 237, except to the extent superseded by Instrument No. 201812260125183, in the Register's Office of Davidson County, Tennessee.

8. Article VI contained in the Restrictive Covenants of record in Book 5242, page 389, in the Register's Office of Davidson County, Tennessee.

9. Declaration of Covenants, Conditions and Restrictions of record in Instrument No.20181108-0110833, Register's Office for Davidson County, Tennessee.

10. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems dated October 19, 2018, recorded November 30, 2018, as Instrument Number 201811300117232, in the Register's Office of Davidson County, Tennessee.

11. Lake easement, public utility and drainage easements, perpetual storm water easement, reforestation area, 15 foot Zone 1 pond buffer, 10 foot Zone 2 pond buffer, proposed underground detention systems, proposed permeable pavers, proposed pervious concrete and

proposed water quality units as shown on as shown on Plat as Instrument Number 201812260125183, in the Register's Office of Davidson County, Tennessee.

12. Terms and provisions of Declaration of Agreements, Charges, Assessments and Liens of record in Book 7487, Page 952, as amended in Book 10602, Page 499, in the Register's Office for Davidson County, Tennessee. Said Declaration contains, without limitation, private charges are assessments.

13. Declaration of Restrictive Covenant of record in Book 9420, page 176, in the Register's Office for Davidson County, Tennessee.

14. All matters shown or disclosed on that certain ALTA/NSPS Land Title Survey prepared by Civil & Environmental Consultants, Inc., bearing the seal of James R. Cooley, Tennessee License No. 2612, dated August 10, 2021, and designated File No. 184-500, and as updated by that certain ALTA/NSPS Land Title Survey prepared by Civil & Environmental Consultants, Inc., bearing the seal of James R. Cooley, Tennessee License No. 2612, dated October 5, 2021, and designated Project No. 315-780.

15. Assigned Property Agreements (as defined in the Agreement).

16. The Condominium Restriction (as defined in the body of this Deed).

Tennessee Certification of Electronic Document

I, Kimberly Hogan, do hereby make oath that I am a licensed attorney and/or 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 October 8, 2021 (date of document).

K Hogan
Affiant Signature

10/11/2021
Date

State of GA

County of Cobb

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

Raquel Hampton
Notary's Signature

MY COMMISSION EXPIRES: 8/10/2023

NOTARY'S SEAL

