SPECIAL WARRANTY DEED

FROM: Monarch Rivergate, LLC

This instrument was prepared by:
C. Mark Carver, Esq.
Sherrard Roe Voigt & Harbison, PLC
150 3rd Avenue South, Suite 1100
Nashville, TN 37201

TO: Brookwood Capital Partners LLC

Address New Owner(s) as Follows:	Send Tax Bills To:	Map/Parcel Number:
Brookwood Capital Partners LLC 600 12th Ave S. Unit 816 Nashville, TN 37203	Same	026 00 0 123.00

Karen Johnson Davidson County
Batch# 796440 **DEEDWARRSP**
01/27/2022 03:14:07 PM 5 pgs
Fees: $28.00 Taxes: $50,949.00

20220127-0010143

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $13,770,000.00.

Logan Cass
Affiant

Sworn to and subscribed before me, this 25 day of January 2022.

JODEAN M. KING
Notary Public

My Commission Expires: 7/22/2025

STATE OF TENNESSEE NOTARY PUBLIC ROBERTSON COUNTY

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Monarch Rivergate, LLC**, a Delaware limited liability company (hereinafter called the "Seller"), has bargained and sold, and by these presents does transfer and convey unto **Brookwood Capital Partners LLC**, a Tennessee limited liability company (hereinafter called the "Buyer"), and Buyer's successors and assigns, all of Seller's interest as owner in that certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

This is improved property located at 2106 Gallatin Pike North, Madison, Davidson County, Tennessee 37115.

The above-referenced property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said real property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Buyer, its successors and assigns, forever in fee simple.

Seller further covenants and binds itself, its representatives, successors and assigns to warrant specially and forever defend the title to said real estate to Buyer, and Buyer's successors and assigns, against the lawful claims of all persons claiming through and under Seller (other than claims arising out of the matters set forth above), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Seller has caused this Special Warranty Deed to be executed effective as of the 25 day of January, 2022.

SELLER: Monarch Rivergate, LLC,
a Delaware limited liability company

By: Colliers International Nashville, LLC, as Receiver under Consent Order entered on June 29, 2021, in Case No. 21-05040-I, in the Chancery Court for Davidson County, Tennessee

By: _____
Erika Palmer, Its Director of Operations

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Erika Palmer with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Director of Operations of Colliers International Nashville, LLC, the within named bargainor, the Receiver under Consent Order entered June 29, 2021, in Case No. 21-05040-I, in the Chancery Court for Davidson County, Tennessee for Monarch Rivergate, LLC, a Delaware limited liability company, and that she as an authorized officer of the Receiver, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by the Receiver by herself as Director of Operations of the Receiver.

Witness my hand and seal at office in Nashville, Tennessee, this 25th day of January, 2022.

_____
Notary Public

My Commission Expires: 1/8/24

JO ANN ATWOOD NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY My Commission Expires JAN. 8, 2024

EXHIBIT A

PROPERTY DESCRIPTION

Tract 1 - Fee Parcel

Being a parcel of land in Nashville, Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee, aid parcel being located north of Gallatin Pike between Conference Drive and Liberty Lane and being Lot 4 as shown on the Revised Final Plat of Rivergate Properties, Ltd. of record in Plat Book 6250, Page 919, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Gallatin Pike, said point being the westerly terminus of a curve return in the northwesterly quadrant of the intersection of Gallatin Pike and Liberty Lane;

Thence, along the northerly right-of-way line of Gallatin Pike S 50 deg. 03' 34" W a distance of 219.71 feet to a bent 1/2' iron rod; thence, S 86 deg.. 41' 08" W a distance of 7.74 feet to a concrete monument (no number); thence, continuing along northerly right-of-way line of Gallatin Pike S 50 deg. 16' 46" W a distance of 271.50 feet to a 1/2" iron rod (no number); thence, N 40 deg. 46' 03" W a distance of 3.89 feet to a 5/8" iron rod; thence, continuing along northerly right-of-way line of Gallatin Pike S 49 deg. 23' 06" W a distance of 527.74 feet to a 5/8" iron rod in the easterly terminus of a curve return in the northeasterly quadrant of the intersection of Gallatin Pike and Conference Drive; thence, along said curve to the right 28.42 feet to a concrete monument, said curve having a central angle of 90 deg. 00' 00" a radius of 18.07 feet and a chord of N 84 deg. 32' 50" W 25.58 feet; thence, along the easterly right-of-way line of Conference Drive, N 39 deg. 45' 10" W, a distance of 6.78 feet to a concrete monument; thence, along said right-of-way line and with a curve to the right, 51.94 feet to a 1/2" iron rod, said curve having a central angle of 14 deg. 10' 04", a radius of 210.00 feet, and a chord of N 33 deg. 03' 25" W, 51.81 feet; thence, along said right-of-way line, N 25 deg. 49' 34" W, 85.97 feet to a 5/8" iron rod in the southwestern corner of Lot 1 as shown on the Revised Final Plat of Rivergate Properties, Ltd. of record in Plat Book 6250, Page 919, R.O.D.C.; thence, N 64 deg. 09' 15" E, a distance of 490.95 feet to a 1/2" iron rod in the southeastern corner of Lot 3 of said Plat; thence, N 25 deg. 51' 03" W a distance of 200.00 feet to a 3/4" iron rod survey spike in the northeastern corner of said Lot 3, thence, S 64 deg. 08' 57" W, a distance of 491.00 feet to an iron rod & cap (no number) in the northwestern corner of Lot 1, of said Plat, said point being in the easterly right-of-way line of Conference Drive; thence, along said right-of-way, N 25 deg. 51'03" W a distance of 381.00 feet to a set mag nail in the southwestern corner of Lot 5 of said Plat; thence, leaving said right-of-way line of Conference Drive and with Lot 5 of said Plat the following calls:
N 64 deg. 08' 57" E 175.00 feet to a mag nail;
S 25 deg. 51' 03" E 60.00 feet to a mag nail;
N 59 deg. 38' 29"E, 211.21 feet to an iron rod;
N 25 deg. 51' 03" W, 440.00 feet to a point;
N 64 deg. 15' 33" E, 150 feet to an iron rod in the right-of-way line of Vietnam Veterans Boulevard.
Thence, along said right-of-way line, S 26 deg. 22' 51" E a distance of 28.00 feet to a 3/4" iron rod;
Thence, continuing along said right-of-way line, N 58 deg. 43' 31" E a distance of 262.43 feet to a 3/4" iron rod in the western line of property of Brooks S. Fitzpatrick, et ux. of record in Book 4573, Page 296, R.O.D.C.;
Thence, along said western line of Fitzpatrick Property, S 25 deg. 54' 48" E a distance of 174.54 feet to a 5/8" iron rod;
Thence, along the southern line of said Fitzpatrick Property, N 73 deg. 01' 54" E a distance of 243.53 feet to a set iron rod & cap in the westerly line of Liberty Lane;

Thence, along said right-of-way line, S 26 deg. 28' 41" E a distance of 297.20 feet to a 5/8" iron rod (bent);
Thence, continuing along said right-of-way line, S 26 deg. 21' 10" E a distance of 352.57 feet to a concrete monument (no number) in the northerly terminus of a curve return in the northwestern quadrant of the intersection of Liberty Lane and Gallatin Pike;
Thence, along a curve to the right, 33.10 feet to the point of beginning, said curve having a central angle of 16 deg. 28' 48", a radius of 25.00 feet and a chord of S 12 deg. 28' 27" W, a distance of 30.74 feet.

Tract 1- Easement Parcels

Parcel I

TOGETHER WITH non-exclusive easements benefiting the above described fee tract, as set forth in that certain Reciprocal Easement and Development Agreement, dated May 5, 1986 by and between Rivergate Properties, Ltd., and Service Merchandise Company, Inc., and recorded on May 19, 1986, in Book 6859, Page 802, in the Register's Office for Davidson County, Tennessee.

Parcel II

TOGETHER WITH easement benefiting above described fee tract set forth in Joint Easement Agreement dated April 27, 1988, by and between Rivergate Properties, Ltd., and Service Merchandise Company, Inc., and recorded May 4, 1988, in Book 7535, Page 132, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Monarch Rivergate, LLC, a Delaware limited liability company, by Quitclaim Deed from Garrison Rivergate, LLC, a Delaware limited liability company, recorded April 28, 2016 in Instrument No. 20160428-0041733 and by Special Warranty Deed recorded April 28, 2016 in Instrument No. 20160428-0041732, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2022 and future taxes, a lien, not yet due and payable.

2. All matters as shown on plat of survey recorded in Plat Book 6250, Page 919, Register's Office for Davidson County, Tennessee.

3. Terms, provisions, options, rights of first refusal, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded as Instrument No. 20021017-0127805, Register's Office for Davidson County, Tennessee.

4. Declaration of Easements and Covenants of record in Book 6726, Page 400, amended in Book 6852, Page 537, Register's Office for Davidson County, Tennessee.

5. Amended Property Use Restrictions of record in Book 6852, Page 560, Register's Office for Davidson County, Tennessee.

6. Reciprocal Encroachment Easement Agreement of record in Instrument No. 20170313-0024386, Register's Office for Davidson County, Tennessee.

7. Reciprocal Easement and Development Agreement of record in Book 6859, Page 802, Register's Office for Davidson County, Tennessee.

8. Agreement Concerning Easement of record in Book 6897, Page 29, Register's Office for Davidson County, Tennessee.

9. Joint Easement Agreement of record in Book 7535, Page 132, Register's Office for Davidson County, Tennessee.

10. Storm Water Detention Agreements of record in Book 6815, Page 342 and Book 6848, Page 703, Register's Office for Davidson County, Tennessee.

11. Memorandum of Lease by and between Kimco Rivergate, L.P., a Tennessee limited partnership and Bed, Bath and Beyond Inc., a New York Corporation, of record in Instrument No. 20021017-0127804, Register's Office for Davidson County, Tennessee, as amended by Amendment to Memorandum of Lease of record in Instrument No. 20150617-0057597, said Register's Office. Subordination, Non-Disturbance and Attornment Agreement by and between Bank of America, N.A. ("Mortgagee") and Bed Bath and Beyond Inc. ("Tenant"), recorded January 21, 2014, in Deed Instrument No. 20140121-0005498, aforesaid records. Subordination, Non-Disturbance and Attornment Agreement by and between C-III Commercial Mortgage LLC ("Mortgagee") and Bed Bath and Beyond Inc. ("Tenant"), recorded April 28, 2016, in Deed Instrument No. 20160428-0041737, aforesaid records.

12. Memorandum of Lease by and between Kimco Rivergate, L.P. and Dolgencorp, LLC, a Kentucky Corporation, of record in Instrument No. 20091201-0110000, Register's Office for Davidson County, Tennessee. Subordination, Attornment and Non-Disturbance Agreement by and between Dolgencorp, LLC ("Tenant") and C-III Commercial Funding, LLC ("Mortgagee") recorded April 28, 2016, in Deed Instrument No. 20160428-0041738, aforesaid records.