Karen Johnson Davidson County
Batch# 830914 DEEDWARRSP
03/30/2022 09:40:05 AM 8 pgs
Fees: $43.00 Taxes: $166,500.00
20220330-0036694

This instrument prepared by, and
after recording return to:

Sanford H. Zatcoff, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 1800
Atlanta, Georgia 30339

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is dated and made as of March __, 2022, by AMG 810 LEA, L.L.C., a Louisiana limited liability company ("Grantor"), with an address 643 Magazine Street, Suite 306, New Orleans, Louisiana 70130, to and in favor of MQMF NASHVILLE LEA AVENUE LLC, a Delaware limited liability company ("Grantee"), with an address of 6340 Sugarloaf Parkway, Suite 350, Duluth, Georgia 30097.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which are hereby acknowledged, 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 not otherwise and against none other.

[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:

AMG 810 LEA, L.L.C., a Louisiana limited liability company

By: AMG 810 Lea GP Partners, L.L.C., a Louisiana limited liability company, its sole member and manager

By: _____(SEAL)
Anthony J. Iarocci, III, Duly Authorized Agent

STATE OF LOUISIANA
PARISH OF ORLEANS

This instrument was acknowledged before me on the 21st day of March, 2022, by Anthony J. Iarocci, III, the Duly Authorized Agent of AMG 810 Lea GP Partners, L.L.C., a Louisiana limited liability company, which is the sole member and manager of AMG 810 LEA, L.L.C., a Louisiana 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: _____
My commission expires: _____
My commission number: _____

(NOTARIAL SEAL)

***

MICHAEL L. MANCUSO
NOTARY PUBLIC
State of Louisiana, Bar Roll # 23203
My Commission is for life.

STATE OF Tennessee
COUNTY OF Williamson

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $45,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Susie A Beardsley
AFFIANT

Subscribed and sworn to before me this 28th day of March, 2022.

Brina Mathis
Notary Public

My Commission Expires 2-24-2025.

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

Tax Parcel Numbers:
093-10-019.00
093-10-020.00
093-10-021.00

Tax Notices to:
MQMF Nashville Lea Avenue LLC
6340 Sugarloaf Parkway, Suite 350
Duluth, Georgia 30097
Attn: Charles O. Shallat

Property Address:
300 and 308 10th Avenue South
Nashville, TN 37203

810 Lea Avenue
Nashville, TN 37203

Name and Address of Property Owner:
AMG 810 LEA, L.L.C.
643 Magazine Street, Suite 306
New Orleans, Louisiana 70130

EXHIBIT A

DESCRIPTION OF PROPERTY

Tract 1 - 300 and 308 10TH AVENUE SOUTH

BEING a tract of land lying in Nashville, Davidson County, Tennessee and being Lots 17, 18, 19 and, 20 in the GOWDEY PLAN as of record in Plat Book 21, Page 86, and being the Brandau/Craig Dickerson Company property as of record in Deed Book 689, Page 142, and Deed Book 1306, Page 544 and being bounded on the North by the South right-of-way of Clark Place, on the East and South by the Board of Publication of the Methodist Church as of record in Deed Book 2341, Page 337, and on the West right-of-way of Tenth Avenue South and being more particularly described according to a survey prepared by Cherry Land Surveying dated December 7, 1993 and revised December 9, 1993 (Job No. 93302), as follows:

Beginning at an iron pin at the intersection of the East right-of-way of Tenth Avenue South and the South right-of-way of Clark Place;

Thence with the South right-of-way of Clark Place North 62 deg. 00 min. 00 sec. East, 177.70 feet to an iron pin at a corner common with the Board of Publication of the Methodist Church;

Thence with the Board of Publication of the Methodist Church South 27 deg. 18 min. 48 sec. East, 200.01 feet to an iron pin;

Thence South 62 deg. 00 min. 00 sec. West 175.10 feet to an iron pin in the East right-of-way of Tenth Avenue South;

Thence with the East right-of-way of Tenth Avenue South North 28 deg. 03 min 29 sec. West, 200.00 feet to the point of beginning. Containing 35,280 square feet (0.810 acres, more or less).

Being the same property conveyed to AMG 810 Lea, L.L.C., a Louisiana limited liability company, by the Special Warranty Deed of record as Instrument Number 20180702-0063521, and the Quitclaim Deed of record as Instrument Number 20180702-0063522, in the Register's Office of Davidson County, Tennessee.

Tract 2 - 810 LEA AVENUE

Being Lots Nos. 5, 6, 7 and 8 on the Plan of Webb and Neal's Subdivision of the Campbell Lot, as of record in Book 57, Page 68, Register's Office for said County; part of Lots Nos. 7 and 8 on the Plan of Cousin's property, as of record in Book 21, Page 62, said Register's Office, and Lot No. 16 and parts of Lots Nos. 14 and 15 on the Plan of Gowdey's Addition to Nashville, as of record in Book 21, Page 86, Register's Office, and Lots Nos. 19 and 20 on the Map of James P. Clark's Subdivision of record in Plan Book 1, Page 139, of the Chancery Court at Nashville, for said County, and part of Vauxhall Alley, being Alley No. 116, as closed by Ordinance No. 56-82, a copy of which of record in Book 2699, Page 190, Register's Office, and part of the first alley south of Clark Place or 9th Avenue South running west from 9th Avenue South to Vauxhall Alley, likewise closed by Ordinance No. 45-217 of the Ordinances of said City, and more particularly described as according to a survey made by Hickerson-Miller Engineer-Surveyors, dated July 19, 1956, as follows:

BEGINNING at a point in the northwest corner of the intersection of Lea Avenue and 9th Avenue South; thence along the northerly margin of Lea Avenue, northwesterly 316.5 feet more or less to an iron pin in the northeast corner of the intersection of Lea Avenue and 10th Avenue South; thence northwesterly along the easterly margin of 10th Avenue South, 63.7 feet more or less to an iron pin in the easterly margin of 10th Avenue South, the southwest corner of the property owned by Brandau, Craig, Dickerson; thence northeasterly along the southerly line of said Brandau, Craig, Dickerson Property, the northerly boundary of Lot No. 16, above 179.7 feet more or less to a point in the easterly margin of an alley, No. 116, abandoned by City Council Ordinance No. 56-82, being a point in the easterly line of Lot No. 5, above; thence northwesterly along the margin of said alley, 208.6 feet more or less to an iron pin in the southerly margin of Clark Place; thence northeasterly along the southerly margin of Clark Place, 83.4 feet more or less to an iron pin in the southwest corner of the intersection of Clark Place and 9th Avenue South; thence southeasterly along the westerly margin of 9th Avenue South, 454.8 feet more or less to the point of beginning.

Being the same property conveyed to AMG 810 Lea, L.L.C., a Louisiana limited liability company, by the Special Warranty Deed of record as Instrument Number 20160715-0073045, and the Quitclaim Deed of record as Instrument Number 20160715-0073046, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B TO DEED

PERMITTED EXCEPTIONS

1. Taxes for the year 2022 and subsequent years, a lien not yet due and payable.

2. Easements retained in Ordinance No. 56-82 closing Alley 116 and filed of record in Book 2699, Page 190, in the Register's Office for Davidson County, Tennessee.

3. Rights of LAZ Parking Georgia, LLC, as tenant only, pursuant to the unrecorded Lease Agreement between AMG 810 Lea, L.L.C. and LAZ Parking Georgia, LLC, dated March 31, 2017, as amended by that certain First Amendment to Lease Agreement between AMG 810 Lea, L.L.C. and LAZ Parking Georgia, LLC, dated March 5, 2018, and as assigned by AMG 810 Lea, L.L.C. to MQMF Nashville Lea Avenue LLC.

4. As to Tract 1, any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following matters disclosed on the ALTA/NSPS Land Title Survey titled "300 10th Avenue South" prepared by Ted J. Stevenson II, TN PLS No. 2136, dated December 1, 2021:

    (a) Utility and drainage lines, with meters, valves, poles and other appurtenances

5. As to Tract 2, any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following matters disclosed on the ALTA/NSPS Land Title Survey titled "810 Lea Avenue" prepared by Ted J. Stevenson II, TN PLS No. 2136, dated December 1, 2021:

    (a) Utility and drainage lines, with meters, valves, poles and other appurtenances