Karen Johnson Davidson County
Batch# 835047 DEEDWARRSP
04/05/2022 04:16:16 PM 6 pgs
Fees: $33.00 Taxes: $38,757.50
20220405-0039483

This Instrument Was Prepared By:
Robert M. Holland, Jr.
Butler Snow LLP
150 3rd Avenue South, Suite 1600
Nashville, TN 37201

Address New Owner(s):	**Send Tax Bills to:**	**Map and Parcel No.:**
KIPP Nashville 3410 Knight Drive Nashville, Tennessee 37207	New Owner	163-00-0-223.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, CV LHF, LLC, a Tennessee limited liability company, (the "Grantor"), has this day bargained and sold, and does hereby transfer and convey to KIPP NASHVILLE, a Tennessee non-profit corporation, (the "Grantee"), its successors, heirs and assigns, all of its right, title and interest in certain land in Davidson County, Tennessee described on Exhibit A attached hereto.

This is improved property known as 5256 Hickory Hollow Parkway, Antioch, TN 37013.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple subject to those matters set forth on Exhibit B attached hereto and has a good right to convey it. Except for those matters set forth on Exhibit B, Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it but no further or otherwise.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[signatures on following pages]

IN WITNESS WHEREOF, Grantor has executed this instrument on this 4th day of April, 2022.

CV LHF, LLC,
a Tennessee limited liability company

By: _____
Name: Garry McNabb
Title: Managing Partner

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, Garry McNabb, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Managing Partner of CV LHF, LLC, a limited liability company, the within named bargainer, and that he as such Managing Partner being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the limited liability company by himself as such Managing Partner.

Witness my hand, at office, this 4th day of April, 2022.

_____
Notary Public
My Commission Expires: 09-16-2023

NICHOLAS P MAPLES
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 09-16-2023

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 10,475,000.00 .

Dorothy L Sewlock
Affiant

Subscribed and sworn to before me this 4th day of April, 2022.

Brooks R Smith
Notary Public
My Commission Expires: 9.2.24

BROOKS R. SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT. 2, 2024

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Resubdivision of Lots 1, 3 and Parcel 352, Section One, Hickory Hollow Mall, of record in Plat Book 7900, Page 280, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to CV LHF, LLC by deed from CRJ Event Center LLC of record in Instrument No. 20160726-0076812, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for 2022, a lien not yet due and payable.

2. Subject to the following matters shown on the Plan of record in Plat Book 7900, Page 280, in the Register's Office for Davidson County, Tennessee: Owner's Certificate with dedication of public ways and easements, 20' Sewer Easement, and Access Easement, as shown on the Survey.

3. Deed of Declaration of record in Book 5091, Page 533, as amended by the First Amendment to Deed of Declaration of record in Book 5249, Page 450, the Second Amendment to Deed of Declaration of record in Book 5318, Page 762, and the Third Amendment to Deed of Declaration of record in Book 8416, Page 704, in the Register's Office for Davidson County, Tennessee.

4. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and lien provided in the Declaration of Protective Covenants for Hickory Hollow of record in Book 5125, Page 769, as amended by the Amendment to Declaration of Protective Covenants for Hickory Hollow of record in Book 5189, Page 947, the Second Amendment to Declaration of Protective Covenants for Hickory Hollow of record in Book 5337, Page 933, the Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5441, Page 968, the Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5792, Page 491, the Second Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 5951, Page 26, the Third Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 6011, Page 163, and the Fourth Amendment to Restated and Amended Declaration of Protective Covenants for Hickory Hollow of record in Book 6095, Page 948, in the Register's Office for Davidson County, Tennessee.

5. Water Utility Easement of record in Instrument Number 20200917-0106588, in the Register's Office for Davidson County, Tennessee.

6. Agreement of record in Book 6321, Page 311, in the Register's Office for Davidson County, Tennessee.

7. Option Agreement of record in Instrument Number 20210119-0005140, in the Register's Office for Davidson County, Tennessee.

8. Operating Agreement of record in Book 5098, Page 17, as amended by the First Amendment to Operating Agreement of record in Book 5318, Page 780, the Second Amendment to Operating Agreement of record Book 8416, Page 738, the Third Amendment to Operating Agreement of record in Instrument No. 20120118-0005031, and as assigned by the Assignment of Documents and Assumption Agreement of record

in Instrument No. 20010319-0026233 and the Assignment and Assumption of Operating Agreements of record in Instrument No. 20010319-0026235, in the Register's Office for Davidson County, Tennessee.

9. Supplemental Operating Agreements of record in Book 5098, Page 101; Book 5098, Page 111; and Book 5098, Page 143; the Supplement Operating Agreement of record in Book 5098, Page 143 being amended by the First Amendment to Supplemental Operating Agreement of record in Book 5318, Page 907, in the Register's Office for Davidson County, Tennessee.

10. 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 prepared by Michael H. Charette, TN RLS No. 2048, Cherry Land Surveying, Inc., dated March 30, 2021 (the "Survey"):

(a) Utility and drainage lines, with meters, valves, poles and other appurtenances;
(b) Corner of building located on subject property line