Karen Johnson Davidson County
Batch# 936987 DEEDWARRSP
11/02/2022 02:06:30 PM 7 pgs
Fees: $38.00 Taxes: $610,500.00
20221102-0118460

SPECIAL WARRANTY DEED

FROM: 151 NASHVILLE PROJECT LP, a Delaware limited partnership

TO: GD-SB NASHVILLE LLC, a Delaware limited liability company

Name and Address of New Owner as follows:	Send Tax Bills to:	Tax-Parcel No.
GD-SB Nashville LLC 730 17th Street, Suite 108 Denver, CO 80202	Same	Map 093 06 4D Parcel 001.00

THIS INSTRUMENT PREPARED BY:

Neal & Harwell, PLC
1201 Demonbreun Street, Suite 1000
Nashville, TN 37203
Attention: David G. Thompson, Esq.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 165,000,000 .

Affiant

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

BONNIE A KONZ
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 06-04-2023

Notary Public
My Comm. Expires: 06/04/2023

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, 151 NASHVILLE PROJECT LP, a Delaware limited partnership, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto GD-SB Nashville LLC, a Delaware limited liability company, hereinafter called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

See **Schedule A** attached hereto and made a part hereof.

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth in **Schedule B** attached hereto and made a part hereof.

This is improved property located at 100 Demonbreun Street, Nashville, TN 37201.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through and under GRANTOR (other than claims arising out of the matters set forth on **Schedule B**), 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.

WITNESS its hand this 28 day of October, 2022, to be dated as of November 1, 2022.

151 NASHVILLE PROJECT LP,
a Delaware limited partnership

By: ACJ GP Inc., a Delaware corporation, its General Partner

By: _____
Dean F. Stratouly
Its: President

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dean F. Stratouly, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be President of ACJ GP Inc., General Partner of 151 Nashville Project LP, a Delaware limited partnership, the within named bargainor, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of ACJ GP Inc., as General Partner of 151 Nashville Project LP, by himself as President.

Witness my hand and seal, at office in Davidson County, Tennessee this the 28th day of October, 2022.

_____
NOTARY PUBLIC

My Commission Expires: 06/04/2023

BONNIE A KONZ
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 06-04-2023

Schedule A

Legal Description

Real property in the City of Nashville, County of Davidson, State of Tennessee, described as follows:

The Hotel Unit of 151 First Avenue Master Condominium described in the Amended and Restated Declaration Establishing 151 First Avenue Master Condominium of record as Instrument No. 20220425-0047380, Register's Office for Davidson County, Tennessee, together with the undivided percentage interest in the Common Elements appurtenant to the Hotel Unit as set forth in Exhibit E of the Amended and Restated Declaration Establishing 151 First Avenue Master Condominium of record as Instrument No. 20220425-0047380, Register's Office for Davidson County, Tennessee as affected by the First Amendment to Amended and Restated Declaration Establishing 151 First Avenue Master Condominium, recorded May 25, 2022, in Instrument No. 20220525-0060948. Reference is hereby made to the Master Plat of 151 First Avenue Master Condominium of record as Exhibit D to the Amended and Restated Declaration Establishing 151 First Avenue Master Condominium of record as Instrument No. 20220425-0047380, Register's Office for Davidson County, Tennessee, for a more complete identification and description of the Hotel Unit.

Together with Grantor's right, title and interest in and to the easements appurtenant to the Hotel Unit, the benefit of certain Limited Common Elements, all as more particularly defined, identified and described in the Amended and Restated Declaration Establishing 151 First Avenue Master Condominium of record as Instrument No. 20220425-0047380, Register's Office for Davidson County, Tennessee.

Being a portion of the property conveyed to 151 Nashville Project LP, a Delaware limited partnership by Deed from Market Street Apartments, Ltd., a Tennessee limited partnership; Jacob (Jack) May, an unmarried man; and Mary Loventhal Jones, an unmarried woman; recorded March 5, 2019, as Instrument No. 20190305-0019846 in the Register's Office for Davidson County, Tennessee.

Schedule B

Permitted Exceptions

1. Taxes for 2022 and subsequent years, and any additional taxes, which may result in rebilling or reassessment of the subject property.
2. If improvements are completed after January 1st of any year, and the law, pursuant to TCA 67-5-509 and TSC 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
3. Easement retained by Metropolitan Government of Nashville & Davidson County and rights to approve construction granted to the Director of Public Works and/or the Director of Water and Sewage Services, together with Nashville Electric Service, Nashville Gas Company and South Central Bell Telephone Company, as provided in Metro Council Bill No. 085-726, approved April 9, 1985, said easement and rights being further referenced in that certain Special Warranty Deed from H. G. Lipscomb Realty, LLC to Jacob May, recorded August 24, 2015, as Instrument No. 20150824-0085132, aforesaid records.
4. Terms, provisions and conditions set forth in a Memorandum of Recognition Agreement by and between CIFF Investments LLP to 151 Nashville Project LP, recorded March 5, 2019, in Instrument No. 20190305-0019849, aforesaid records.
5. Terms, provisions and conditions as disclosed in a Notice of Land Use Restrictions, recorded March 12, 2019, in Instrument No. 20190312-0022309, aforesaid records.
6. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, recorded March 20, 2019, in Instrument No. 20190320-0025463, aforesaid records.
7. All matters as shown on plat of survey recorded in Plat Book R, Page 420, aforesaid records.
8. All matters as shown on plat of survey recorded in Instrument No. 20190403-0030305, aforesaid records.
9. Declaration of Restrictive Covenants Bonus Height Program, made by 151 Nashville Project LP, recorded June 17, 2019, in Instrument No. 20190617-0058068, aforesaid records.
10. Terms, provisions and conditions of Hotel Agreements as disclosed in a Memorandum of Subordination, Non-Disturbance and Attornment Agreement by and between CIFF Investments, Four Seasons Hotel Limited, and 151 Nashville Project LP, recorded March 5, 2019, in Instrument No. 20190305-0019850, aforesaid records.
11. Grant of Easement by and between Comcast Cable Communications Management, LLC, and 151 Nashville Project, LP, recorded December 28, 2020, in Instrument No. 20201228-0153306, aforesaid records.
12. Terms, provisions, conditions, restrictions and easements, as set forth in the Declaration Establishing 151 First Avenue Master Condominium recorded December 21, 2021, as Instrument No. 0211229-0171493, as amended by an Amended and Restated Declaration Establishing 151 First Avenue Master Condominium recorded April 25, 2022 as Instrument No. 20220425-0047380, and as amended by First Amendment to Amended and Restated Declaration Establishing 151 First Avenue Master Condominium, recorded May 25, 2022, in Instrument No. 20220525-0060948, aforesaid records.

13. All matters shown on Master Plat of 151 First Avenue Master Condominium recorded December 21, 2021, as Instrument No. 20211229-0171493, and as amended by an Amended and Restated Declaration Establishing 151 First Avenue Master Condominium recorded April 25, 2022 as Instrument No. 20220425-0047380, aforesaid records.
14. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand and gravel located in on, or under the Land or produced from the Land whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any private rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
15. The survey completed by Barge Design Solutions on August 17, 2015, last revised August 11, 2022, job number 3662600 shows the following survey-related matters:

    (A) Two portions of planter wall at the northeast side of the surveyed property exceed the northeast boundary into the 1st Avenue South right-of-way by undisclosed distances; and

    (B) Garage entrance canopy at the northwest side of the surveyed property exceeds the southwest boundary into the 2nd Avenue South right-of-way by an undisclosed distance.

Tennessee Certification of Electronic Document

I, Tonya McCants, 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 11/1/2022 (date of document).

Tonya McCants
Affiant Signature

11/2/2022
Date

State of New York

County of New York

Sworn to and subscribed before me this 2nd day of November, 2022.

Lia Capozzi
Notary's Signature

MY COMMISSION EXPIRES:

NOTARY'S SEAL

LIA N CAPOZZI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6357557
Qualified in Suffolk County
My Commission Expires 04-24-2025