Karen Johnson Davidson County
Batch# 944195 DEEDWARRSP
11/22/2022 03:55:51 PM 8 pgs
Fees: $43.00 Taxes: $2,645,500.00
20221122-0123815

SPECIAL WARRANTY DEED

Prepared by and Return to:	Property Owner and Send Tax Bills To:	Property Addresses:	Tax Parcel No(s).:
Nelson Mullins Riley & Scarborough, LLP Attn: Laurence M. Papel 150 Fourth Avenue, North Suite 1100 Nashville, TN 37219	c/o Northwood Investors LLC 575 Fifth Avenue, 23rd Floor New York, New York 10017	Fifth + Broadway, 501 Commerce Street; 600 Broadway #1001-1013; 500 Broadway, Nashville, TN	093063A00100CO 093063A00200CO 093063A00300CO

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into effective as of this 22nd day of November, 2022, by and between **OLIVERMCMILLAN SPECTRUM EMERY, LLC**, a Delaware limited liability company (hereinafter referred to as "Grantor"), and **NW 5+B OFFICE AND RETAIL LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee").

WITNESSETH:

THAT for and in consideration of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto the said Grantee the following tracts or parcels of improved real property located at Fifth + Broadway, 501 Commerce Street; 600 Broadway #1001-1013; 500 Broadway, Nashville, Davidson County, Tennessee to, wit:

All of that certain real estate described in Exhibit A attached hereto and incorporated herein by this reference (the "Real Property").

TO HAVE AND TO HOLD the Real Property together with all the appurtenances and hereditaments thereunto belonging or in the anywise appertaining unto Grantee, its successors and assigns in fee simple forever.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Real Property in fee simple and has a good right and lawful authority to sell and convey the Real Property, and that the Real Property is free from all encumbrances, subject only to those matters shown on Exhibit B attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions"). Grantor further covenants and binds itself, its representatives, successors, and assigns to warrant specially and forever defend the title to the Real Property to Grantee's successors and assigns against the lawful claims of all persons claiming by, through or under Grantor, but not further or otherwise, subject to the Permitted Exceptions.

As used herein, pronouns shall be construed according to their gender and number according to the context thereof.

IN WITNESS WHEREOF, Grantor has executed or caused this instrument to be executed by its duly authorized representative on the day and year first above written.

GRANTOR:

OLIVERMCMILLAN SPECTRUM EMERY, LLC,
a Delaware limited liability company

By: _____
Name: Amy Arentowicz
Title: Authorized Signatory

STATE OF NEW YORK:
COUNTY OF NEW YORK:

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Amy Arentowicz with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged herself to be the Authorized Signatory of OliverMcMillan Spectrum Emery, LLC, a Delaware limited liability company, the within named bargainor, and that she, as such Authorized Signatory, having the authority to do so, executed the foregoing instrument on behalf of such limited liability company, by signing her name as such Authorized Signatory.

Witness my hand and official seal at office at New York on this the 17th day of November, 2022.

_____
Notary Public

Commission Expires: _____

LOUIS GROSSI
Notary Public, State of New York
No. 01GR6353044
Qualified in New York County
Commission Expires Jan. 17, 2025

AFFIDAVIT OF CONSIDERATION
(Special Warranty Deed))

STATE OF COLORADO
COUNTY OF Denver

The actual consideration or value, whichever is greater, for this transfer is $714,999,999.00.

Affiant

Subscribed and sworn to before me this 17th day of November, 2022.

Notary Public

My Commission Expires: 03/29/2026

ERICKA GRIEGO
Notary Public
State of Colorado
Notary ID # 20164023351
My Commission Expires 03-29-2026

[Signature Page to Affidavit of Consideration]

EXHIBIT A

Description of the Real Property

The Land referred to herein below in situated in the County of Davidson, State of Tennessee, and described as follows:

TRACT 1 (FEE ESTATE):

THE OFFICE UNIT AND RESIDENTIAL UNIT OF THE FIFTH + BROADWAY MASTER CONDOMINIUM DESCRIBED IN THE DECLARATION ESTABLISHING FIFTH + BROADWAY MASTER CONDOMINIUM OF RECORD AS INSTRUMENT NO. 201811150112634, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AS AMENDED BY FIRST AMENDMENT TO DECLARATION ESTABLISHING FIFTH + BROADWAY MASTER DECLARATION, OF RECORD AS INSTRUMENT NO. 201811210114644, SAID REGISTER'S OFFICE, AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF FIFTH + BROADWAY MASTER CONDOMINIUM, OF RECORD AS INSTRUMENT NO. 202201030000338, SAID REGISTER'S OFFICE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO EACH UNIT AS SET FORTH IN EXHIBIT E OF THE DECLARATION ESTABLISHING FIFTH + BROADWAY MASTER CONDOMINIUM. REFERENCE IS HEREBY MADE TO THE PLAT OF FIFTH + BROADWAY MASTER CONDOMINIUM OF RECORD AS EXHIBIT D TO THE DECLARATION ESTABLISHING FIFTH + BROADWAY MASTER CONDOMINIUM, AS AMENDED, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF THE OFFICE UNIT AND RESIDENTIAL UNIT.

BEING PART OF THE SAME PROPERTY CONVEYED TO METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, BY DEED FROM THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, OF RECORD IN BOOK 6327, PAGE 613, DATED JUNE 29, 1984, SAID REGISTER'S OFFICE. BEING FURTHER CONVEYED TO OLIVERMCMILLAN SPECTRUM EMERY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY QUITCLAIM DEED FROM METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, OF RECORD AS INSTRUMENT NO. 201611100119299, DATED NOVEMBER 10, 2016, SAID REGISTER'S OFFICE.

TRACT 2 (FEE ESTATE):

THE REMAINING RETAIL UNIT OF THE FIFTH + BROADWAY RETAIL CONDOMINIUM DESCRIBED IN THE DECLARATION ESTABLISHING FIFTH + BROADWAY RETAIL CONDOMINIUM OF RECORD AS INSTRUMENT NO. 201811150112635, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS APPURTENANT TO SAID UNIT AS SET FORTH IN EXHIBIT E OF THE DECLARATION ESTABLISHING FIFTH + BROADWAY RETAIL CONDOMINIUM. THE FIFTH + BROADWAY RETAIL CONDOMINIUM CONSTITUTES THE RETAIL UNIT IN THE FIFTH + BROADWAY

MASTER CONDOMINIUM, AS ESTABLISHED BY THE DECLARATION ESTABLISHING FIFTH + BROADWAY MASTER CONDOMINIUM, OF RECORD AS INSTRUMENT NO. 201811150112634, SAID REGISTER'S OFFICE, AS AMENDED BY FIRST AMENDMENT TO DECLARATION ESTABLISHING FIFTH + BROADWAY MASTER CONDOMINIUM, OF RECORD AS INSTRUMENT NO. 201811210114644, SAID REGISTER'S OFFICE, AND AS FURTHER AMENDED BY SECOND AMENDMENT TO DECLARATION OF FIFTH + BROADWAY MASTER CONDOMINIUM, OF RECORD AS INSTRUMENT NO. 202201030000338, SAID REGISTER'S OFFICE. REFERENCE IS HEREBY MADE TO THE PLAT OF FIFTH + BROADWAY MASTER CONDOMINIUM OF RECORD AS EXHIBIT D TO THE DECLARATION ESTABLISHING FIFTH + BROADWAY MASTER CONDOMINIUM, AS AMENDED, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF THE RETAIL UNIT OF FIFTH + BROADWAY MASTER CONDOMINIUM, AND THE PLAT OF FIFTH + BROADWAY RETAIL CONDOMINIUM OF RECORD AS EXHIBIT D TO THE DECLARATION ESTABLISHING FIFTH + BROADWAY RETAIL CONDOMINIUM, FOR A MORE COMPLETE IDENTIFICATION AND DESCRIPTION OF THE REMAINING RETAIL UNIT.

BEING PART OF THE SAME PROPERTY CONVEYED TO METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, BY DEED FROM THE METROPOLITAN DEVELOPMENT AND HOUSING AGENCY, OF RECORD IN BOOK 6327, PAGE 613, DATED JUNE 29, 1984, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. BEING FURTHER CONVEYED TO OLIVERMCMILLAN SPECTRUM EMERY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED FROM THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, OF RECORD IN INSTRUMENT NO. 201611100119299, SAID REGISTER'S OFFICE.

EXHIBIT B

Permitted Exceptions

1) All matters shown on (i) Schedule B, Part II of that certain Commitment for Title Insurance, Commitment Number NCS-1146074-NAS, Commitment Date September 14, 2022 (the "Title Commitment"), and (ii) survey prepared by Gresham Smith last revised on June 17, 2022, as Project No. 45470.00, other than (a) any title exception affecting the Real Property that is voluntarily granted or created by or through Grantor or Grantor's property manager on or after October 20, 2022 (the "Effective Date") without Grantee's prior written consent, (b) all mortgages, deeds of trust or other financing or security interests against Grantor's interest in the Real Property or any portion thereof (including, without limitation, Grantor's existing financing), and any documents recorded in connection therewith, including, without limitation, any assignment of leases and rents and UCC financing statement, (c) any monetary lien or other claim against the Real Property as a result of any failure of Grantor to pay amounts due and payable under that certain Closeout Agreement dated June 10, 2021, by and between Grantor and Skanska USA Building, Inc., (d) any other monetary liens against the Real Property or any portion thereof, including judgment liens, notices of commencement, mechanic's or contractor's liens, that are not otherwise listed as Permitted Exceptions hereon, and (e) any other lien encumbering Grantor's interest in the Real Property that is not listed as a Permitted Exception hereon that may be removed solely by the payment of a sum of money ;

2) (a) The rights of tenants as tenants only under leases with no purchase options or similar rights (other than the purchase option in favor of AllianceBernstein L.P. ("AB") pursuant to Section 13 of that certain Amended and Restated Lease Agreement, dated as of September 27, 2022, and effective as of October 17, 2018, between Grantor and AB with respect to future transfers of the Real Property), (b) that certain Lease dated as of August 30, 2019, by and between the Industrial Development Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, as landlord, and Grantor, as tenant, as evidenced by that certain Memorandum of Lease, dated August 30, 2019, and recorded on August 30, 2019 as Instrument No. 20190830-0088052 in the Register's Office for Davidson County, Tennessee ("Register's Office"), (c) that certain Parking Garage Lease dated as of January 31, 2022, by and between The Convention Center Authority of the Metropolitan Government of Nashville & Davidson County, as landlord, and Grantor, as tenant, as evidenced by that certain Memorandum of Parking Garage Lease, dated January 31, 2022, and record on February 8, 2022 as Instrument No. 20220228-0022481 in the Register's Office and as affected by that certain Statement of Rent Commencement, dated January 31, 2022, by and between Garage Lease Landlord and Grantor, (d) memoranda of any lease recorded against the Real Property prior to the Effective Date, (e) subordination and non-disturbance agreements required to be recorded under leases, (f) that certain Development Agreement by and among the Metropolitan Development and Housing Agency (the "MDHA") and Grantor (as successor-in-interest to OliverMcMillan Spectrum Emery, Inc.) dated June 25, 2015, as amended by the First Amendment to Development Agreement by and between the MDHA and Grantor dated September 24, 2018, (g) that certain Redevelopment Agreement by and between The Metropolitan Government of Nashville and Davidson County, Tennessee, The Convention Center

Authority of the Metropolitan Government of Nashville and Davidson County and Grantor (as successor-in-interest to OliverMcMillan Spectrum Emery, Inc.), as approved by the Metropolitan Government of Nashville and Davidson County as Ordinance No. BL2015-1067 with an effective date of May 6, 2015, and (g) financing statements that disclose a lien solely on the applicable tenant's property;

3) Any notices of commencement, mechanic's or contractor's liens arising as a result of work being performed by a tenant under a lease for which such tenant is responsible for curing under its lease (provided, that, such lease has not been terminated as of the date hereof and tenant is not in default beyond notice and cure periods under such lease), and which are not, collectively, with respect to any contracts for amounts payable in excess of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00);

4) The lien of real estate taxes and assessments not yet due and payable;

5) Applicable zoning, governmental, subdivision, building and other land use laws, regulations and ordinances;

6) Any installation, service, connection, usage or maintenance charge for sewer, water, electricity, telephone, cable or internet service, and any charges due under any reciprocal easement agreement, declarations of covenants, conditions, restrictions, common area agreement, shared maintenance agreement, or similar agreements which burden or benefit the Real Property;

7) All standard pre-printed exclusions contained in the Title Commitment;

8) Any defects in title to the Real Property, or title exceptions or encumbrances, arising by or through the acts of Grantee and its designees, officers, employees, agents, affiliates, partners, members, advisers, brokers, consultants, appraisers, engineers, contractors, underwriters and other representatives, including without limitation, attorneys, accountants, title companies and financial advisors, and existing and prospective lenders and other capital sources; and

9) (a) the Declaration Establishing Fifth + Broadway Master Condominium of record as Instrument No. 20181115-0112634, Register's Office, as amended by First Amendment to Declaration Establishing Fifth + Broadway Master Condominium, of record as Instrument No. 20181121-0114644, Register's Office, and as further amended by Second Amendment to Declaration of Fifth + Broadway Master Condominium, of record as Instrument No. 20220103-0000338, Register's Office, (b) those certain Bylaws of the Fifth + Broadway Master Condominium Association, Inc., a nonprofit corporation organized pursuant to the Tennessee Nonprofit Corporation Act, T.C.A. § 48-51-101 et seq. (the "Master Condominium Association"), dated November 6, 2018, (c) that certain Charter of the Master Condominium Association, dated November 6, 2018, (d) the Declaration Establishing Fifth + Broadway Retail Condominium of record as Instrument No. 20181115-0112635, Register's Office, (e) those certain Bylaws of the Fifth + Broadway Retail Condominium Association, Inc., a nonprofit corporation organized pursuant to the Tennessee Nonprofit Corporation Act, T.C.A. § 48-51-101 et seq. (the

"Retail Condominium Association"), dated November 6, 2018, and (f) that certain Charter of the Retail Condominium Association, dated November 6, 2018, and the rights and obligations of Grantor thereunder.