Karen Johnson Davidson County
Batch# 1008184 DEEDWARRSP
05/26/2023 01:05:30 PM 9 pgs
Fees: $48.00 Taxes: $136,900.00
20230526-0040020

DEED

Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
C/O Collaborative Real Estate 75 5th St NW Suite 855 Atlanta, GA 30308	Same	Part of 092-16-0-430-0
This instrument prepared by: Saul Ewing LLP, 1001 Fleet Street, 9th Floor, Baltimore, MD 21202		

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, **2100 WEST END LP,** a Delaware limited partnership ("Grantor"), has bargained and sold, and hereby transfers and conveys, to TUFF NASHVILLE 1 LLC, a Georgia limited liability company (the "Grantee"), its successors and assigns, certain land in Davidson County, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those matters listed on Exhibit B attached hereto and incorporated herein by this reference.

Grantor covenants with Grantee that (subject to the rights of any tenants therein) Grantor is lawfully seized in fee and possessed of the Property; that it has a good right to sell and convey the same; that the same is free from all encumbrances made or suffered by Grantor, except as set forth in the preceding paragraph.

Grantor further covenants to warrant and forever defend the title to the Property to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, except as set forth hereinabove.

STATE OF GEORGIA
COUNTY OF Fulton

The actual consideration or value, whichever is greater, for this transfer is $37,000,000.

TUFF NASHVILLE I LLC - GRANTEE

Subscribed and sworn to before me this 26 day of May, 2023.

Notary Public

My Commission Expires:

REBECCA R SMITH NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 12, 2025

This is improved property known as the ***Office Unit***, as more particularly defined and described in that certain Declaration of Condominium for Vanderbilt Plaza, a Condominium, of record as Instrument No. 20191227-0133829.

Executed by Grantor this 26th day of May, 2023.

2100 WEST END LP

By: 2100 West End GP LLC,
its General Partner

By: _____
Name: Steven Messaros
Title: Authorized Signatory

COMMONWEALTH / STATE OF)
COUNTY OF Montgomery)

Before me, Steven Messaros, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Steven Messaros, 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 Authorized Signatory of 2100 West End GP LLC, the General Partner of 2100 West End LP, a Delaware limited partnership, and that he as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing on behalf of partnership by himself as such Authorized Signatory.

WITNESS my hand and seal at office in Bala Cynwyd, Pennsylvania, this the 22nd day of May, 2023.

Commonwealth of Pennsylvania - Notary Seal
ALYSSA R ROSENBAUM - Notary Public
Montgomery County
My Commission Expires January 21, 2026
Commission Number 1411942

Alyssa Rosenbaum
Notary Public

My Commission
Expires: January 21, 2026

AFFIDAVIT OF VALUE

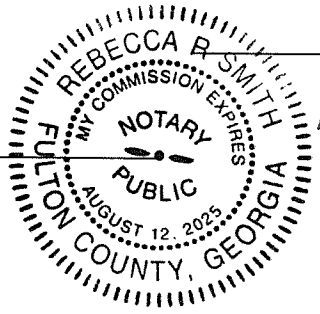
I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is Thirty-Seven Million Dollars ($37,000,000), which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 26 day of May, 2023.

Notary Public

My Commission Expires: _____



41517652.2

EXHIBIT A

A certain condominium unit located in Davidson County, Tennessee, being *the* ***OFFICE UNIT*** of Vanderbilt Plaza, A Condominium, as more particularly described in and created pursuant to that certain Declaration of Condominium for Vanderbilt Plaza, A Condominium, of record at Instrument No. 20191227-0133829, Register's Office for Davidson County, Tennessee, (as amended, the "Declaration"), and being further shown on the Floor Plans and Plat which is attached as Exhibit C of the Declaration, to which reference is hereby made (and incorporated herein) for a more complete and accurate legal description of the Office Unit.

Together with each and all of the rights, privileges and appurtenances thereunto belonging as set forth in the Declaration, as amended (and the Bylaws of Vanderbilt Plaza, A Condominium attached as Exhibit F to the Declaration), including without limitation, the undivided percentage interest to which the Office Unit is entitled with respect to the Common Elements (as defined in the Declaration) and such other rights and privileges as are set forth in the Declaration.

TOGETHER WITH the easements and cross easements described in the Declaration of Condominium of record in Instrument No. 20191227-0133829, said Register's Office.

TOGETHER WITH all easement rights contained in the Easement Agreement of record in Book 10886, Page 237, said Register's Office.

Being the same property conveyed to 2100 West End LP by deed from Loews Nashville Hotel, LLC, (F/K/A Loews Nashville Hotel Corp.) of record as Instrument No. 202009240-110203 in the Register's Office for Davidson County, Tennessee, dated September 24, 2020.

EXHIBIT B

1. Real estate taxes for the Property prorated at closing and assumed by Grantee.

2. All easements, encumbrances, terms, conditions and covenants set forth in that certain Declaration of Condominium for Vanderbilt Plaza, A Condominium, of record at Instrument No. 20191227-0133829, Register's Office for Davidson County, Tennessee, as amended by the First Amendment thereto of record at Instrument No. 20200924-0110202, Register's Office of Davidson County, Tennessee.

3. Any discrepancies, conflicts, easements, boundary line disputes, any shortages in area, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.

4. Rights and claims of parties in possession.

5. Rights of parties in possession under unrecorded leases.

6. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.

7. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.

8. Liens, encumbrances, or claims thereof, which are not shown by the public record.

9. General or special taxes and assessments required to be paid in the year 2023 and subsequent years, a lien not yet due and payable, for Map-Par. 092-16-0L-002.00-CO.

   Note: 2022 Davidson County Property Record Card (Bill No. 287588), $442,544.00 PAID February 27, 2023.

10. If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability subsequent to the Date of the Policy, for taxes assessed by correction pursuant to the provisions of Tennessee Code Annotated sections 67-5-603, et seq.

11. Matters shown on the Plan of record in Book 9700, Page 643, said Register's Office, as shown on Preliminary survey, prepared by Gregory S. McVicar, P.L.S. 2659, and

bearing Partner Project Number: 22-395140.2, dated 1/3/2023, last revised May 2, 2023 (the "Survey"), as follows:

- 10' Public Utility Easement
- 9' Reservation for Future R.O.W.

12. All matters in deed of record in Book 379, Page 194, said Register's Office, as noted on Survey.

13. Declaration of Easement of record in Book 2023, Page 610, said Register's Office, as shown on Survey.

14. Easement Agreement of record in Book 10886, Page 237, said Register's Office, as noted on Survey.

15. Declaration of Condominium of record in Instrument No. 20191227-0133829, amended in First Amendment to Declaration of Condominium of record in Instrument No. 20200924-0110202, said Register's Office, as shown on Survey.

16. The following matter, as shown on Survey:

- Building lies on Parking Easement Agreement record in Book 2023, Page 610, said Register's Office.

- Restrictive Covenant recorded December 29, 1969 in Book 4388, Page 659, said Register's Office. (as to Easement Estate No. 2)

- Overhead Line Easement recorded April 26, 1984 in Book 6279, Page 39, (as to Easement Estate No. 2)

17.
18.

Certificate of Authenticity

I, David Lawrence, 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 May 26, 2023.

Date

Affiant Signature

May 26, 2023
Date

State of Texas

County of Dallas

Sworn to and subscribed before me this 26th day of May, 2023.

Notary's Signature

MARY SHUMWAY
Notary Public, State of Texas
Comm. Expires 12-30-2023
Notary ID 13230721-6

My Commission Expires: 12-30-2023
Date

Notary's Seal (if on paper)