Karen Johnson Davidson County
Batch# 648234 DEEDWARRSP
06/02/2021 02:17:37 PM 8 pgs
Fees: $43.00 Taxes: $202,042.20
20210602-0074102

FROM: 520 Cowan LP, a Tennessee limited partnership
TO: Oracle America, Inc., a Delaware corporation

Address New Owner as follows:

Oracle America, Inc.
500 Oracle Parkway
Redwood City, California 94065

Send Tax Bills to:

(same)

Map-Parcel Number:

Map 82-10, Parcel 104
Map 82-6, Parcel 88

THIS INSTRUMENT PREPARED BY: Austin Leist, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004

STATE OF NEW JERSEY)
COUNTY OF Bergen)

The actual consideration or value, whichever is greater, for this transfer is FIFTY-FOUR MILLION SIX HUNDRED SIX THOUSAND AND NO/100 DOLLARS ($54,606,000.00).

Affiant

Subscribed and sworn to before me, this the 26 day of May, 2021

Notary Public

My Comm. Expires: 01/13/2026

JESSICA MENA
NOTARY PUBLIC OF NEW JERSEY
Commission # 50148357
My Commission Expires 01/13/2026

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00), the receipt and sufficiency of which are hereby acknowledged, 520 Cowan LP, a Tennessee limited partnership (the "**Grantor**"), has bargained and sold, and by these presents does transfer and convey unto Oracle America, Inc., a Delaware corporation (the "**Grantee**"), its successors and assigns a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

The Property is unimproved property known as 520 Cowan Street, Nashville, Tennessee 37207 and unimproved property known as 1437 Cowan Court, Nashville, Tennessee 37207.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest and all privileges, rights, claims of adverse possession, rights of way and easements now or hereafter adjoining the Property, including any portion thereof located in any neighboring rights of way, streets, or strips, all development rights, air rights, wind rights, water rights, riparian rights and water stock relating to the Property, and all other rights, benefits, licenses, interests, privileges, easements, tenements, and hereditaments appurtenant to the Property or used in connection with the beneficial use and enjoyment of the Property or any improvements thereon, or in anywise appertaining to the Property or the improvements thereon, thereto belonging to the Grantee, its successors and assigns forever.

The Grantor covenants and binds itself and its successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under the Grantor, but not further or otherwise, except as to the Permitted Exceptions, to which this conveyance is expressly made subject.

[*signature page follows*]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed this 1 day of June, 2021.

GRANTOR:

520 COWAN LP,
a Tennessee limited partnership

By: 520 Cowan GP LLC,
an Illinois limited liability company
its General Partner

By: Monroe Asset Management LLC,
an Illinois limited liability company,
its Manager

By: MIP Ventures LLC,
an Illinois limited liability company,
its Manager

By: _____
Name: Donald J. Allen
Title: Manager

[*acknowledgment follows*]

STATE OF ILLINOIS)

COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Donald J. Allen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be a Manager of MIP Ventures LLC, an Illinois limited liability company, the Manager of Monroe Asset Management LLC, an Illinois limited liability company, the Manager of 520 Cowan GP LLC, an Illinois limited liability company, the General Partner of 520 Cowan LP, the within named bargainor, a Tennessee limited partnership, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as a Manager of MIP Ventures LLC, the Manager of Monroe Asset Management LLC, the Manager of 520 Cowan GP LLC, the General Partner of the limited partnership.

WITNESS my hand and seal, at office in CHICAGO, ILLINOIS, this the 27th day of MAY, 2021

PENELOPE A FAULKNER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jun 25, 2021

Penelope A. Faulkner
NOTARY PUBLIC

[SEAL]

My Commission Expires: JUNE 25, 2021

Exhibit A

Legal Description

Lot J (520 Cowan LP):

A certain tract or parcel of land located in Davidson County, State of Tennessee, described as follows, to wit:

Being Lot J on the Final Plat of River North, Phase 1A, of record as Instrument No. 20210514-0065713, Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

Being part of the property conveyed to 520 Cowan LP by deeds of record as Instrument No. 20170306-0021663 and Instrument No. 20170306-0021664, said Register's Office.

Lot No. 4 (1437 Cowan Ct.)

Land in Davidson County, Tennessee, being Lot No. 4, on the Plan of Cowan Industrial Park Section Six, as shown on plat of record in Plat Book 6250, page 279, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of the property.

Being the same property conveyed to 520 Cowan LP, a Tennessee limited partnership from Cherokee Equity Corporation, a Tennessee corporation by Special Warranty Deed of record in Instrument No. 201703060021665, in the Register's Office for Davidson County, Tennessee.

Exhibit B

Permitted Exceptions

Map 82-10, Parcel 104

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.
2. Flowage Easement Deeds of record in Book 2155, Pages 341, 351 and 479, Register's Office for Davidson County, Tennessee.
3. Easement for interceptor sewer of record in Book 2297, Page 189, and easement and agreement in Exception to Easement of record in Book 4016, Page 851, said Register's Office.
4. Warranty Deed of Flowage Easement of record in Book 2204, Page 401, said Register's Office.
5. Easement of record in Book 2297, Page 139, said Register's Office.
6. Easements as set forth in Warranty Deed of record in Book 4284, Page 20; as corrected in Book 4293, Page 73, said Register's Office.
7. Easements as set forth in Agreed Final Order of record in Book 5679, Page 564, said Register's Office.
8. Stormwater Detention Agreement of record as Instrument No. 20070125-0010531, said Register's Office.
9. Easement as set forth in Warranty Deed of record in Book 6126, Page 417, said Register's Office.
10. Temporary Construction and Reciprocal Easement Agreement of record as Instrument No. 20190627-0062632, said Register's Office.
11. Terms, conditions, restrictions and easements in Declaration of Covenants, Conditions and Restrictions of record in Instrument No. 20190703-0065252, said Register's Office.
12. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities, and other related easements, if any, on and across the Property.
13. Easement for the flow of the waters of Cumberland River, and the rights of the public therein.
14. Rights of upper and lower riparian owners to the flow of the waters of Cumberland River, free from diminution or pollution.
15. Changes in the boundary of the Property resulting from erosion or accretion caused by the flow of Cumberland River.
16. Terms and provisions of record in Memorandum of Agreement of record as Instrument No. 20190923-0096230, said Register's Office.
17. Temporary Construction and Permanent Support and Maintenance Easement Agreement of record as Instrument No. 20210423-0054811, said Register's Office.

18. All matters as shown on the plat of record as Instrument No. 20210514-0065713, said Register's Office.

19. Any and all matters shown on or disclosed by that certain ALTA/NSPS Land Title Survey of the Property prepared by Crawford & Cummings, P.C., dated 3/11/19 (revised 6/27/19) and identified as CCPC Job No. 17-034.

20. Any and all matters shown on or disclosed by that certain ALTA/NSPS survey made by Wilson and Associates, P.C. on 2/11/21, last revised 5/20/21, designated as Project No. 20-1629.

Map 82-6, Parcel 88

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.

2. Rights of the following tenant(s) in possession, as tenant(s) only: IMI Tennessee LLC.

3. All matters shown on plat(s) of record in Plat Book 4460, Pages 172-173 and Plat Book 6250, Page 279, in the Register's Office of Davidson County, Tennessee.

4. Warranty Deed(s) of Flowage Easement of record in Book 2155, Page 341, Book 2155, Page 351 and Book 2155, Page 479, said Register's Office.

5. Easement(s) of record in Book 2245, Page 167, said Register's Office.

6. Non-discrimination covenants contained in Deed of record in Book 4012, Page 652, said Register's Office.

7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from Cherokee Equity Corporation to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 8608, Page 133, said Register's Office.

8. Any violation or notice of intent to enforce a law, ordinance, permit, or governmental regulation relating to environmental protection, or the exercise of a governmental police power related thereto, as may be disclosed by the Notice of Land Use Restrictions of record as Instrument No. 20170227-0019533, said Register's Office.

9. Easement for the flow of the waters of Cumberland River, and the rights of the public therein.

10. Rights of upper and lower riparian owners to the flow of the waters of Cumberland River, free from diminution or pollution.

11. Changes in the boundary of the Property resulting from erosion or accretion caused by the flow of Cumberland River.

12. Title to that portion of the Property lying below the ordinary low water mark of the Cumberland River.

13. Terms and provisions of record in Memorandum of Agreement of record as Instrument No. 20190923-0096230, said Register's Office.

14. Any and all matters shown on or disclosed by that certain ALTA/NSPS Land Title Survey of the Property prepared by Crawford & Cummings, P.C., dated 12/15/16 and identified as CCPC Job No. 19-080.

15. Any and all matters shown on or disclosed by that certain ALTA/NSPS survey made by Wilson and Associates, P.C. on 2/11/21, last revised 5/20/21, designated as Project No. 20-1629.