Karen Johnson Davidson County
Batch# 648234 DEEDWARRSP
06/02/2021 02:17:37 PM 6 pgs
Fees: $33.00 Taxes: $155,081.80
20210602-0074110

FROM: CI-D Partners, LLC, an Illinois limited liability company
TO: Oracle America, Inc., a Delaware corporation

Address New Owner as follows:	Send Tax Bills to:	Map-Parcel Number:
Oracle America, Inc. 500 Oracle Parkway Redwood City, California 94065	(same)	Map 82-2, Parcel 78

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 FORTY ONE MILLION NINE HUNDRED FOURTEEN THOUSAND AND NO/100 DOLLARS ($41,914,000.00).

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, CI-D Partners, LLC, an Illinois limited liability company (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 improved property known as 800 Cowan Street, 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:

CI-D PARTNERS, LLC,
an Illinois limited liability company

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 CI-D Partners, LLC, the within named bargainor, an Illinois limited liability company, 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 liability company by himself as a Manager of MIP Ventures LLC, the Manager of Monroe Asset Management LLC, the Manager of the limited liability company.

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

Land in Davidson County, Tennessee, being Lot(s) 3, as shown on the map entitled Cowan Industrial Park, of record in Plat Book 4460, pages 172 and 173, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to CI-D PARTNERS, LLC, an Illinois limited liability company, by deed of record as Instrument No. 20171002-0100871, said Register's Office.

Exhibit B

Permitted Exceptions

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: 4Wall Entertainment, Inc., Accurate Staging Nashville, Inc. and Nashville Stationery Company, Inc.
3. All matters shown on plat(s) of record in Book 4460, Page 172, in the Register's Office of Davidson County, Tennessee.
4. Easement(s) granted United States of America by Judgment on Declaration of Taking No. 1 of record in Book 2245, Page 167, said Register's Office.
5. Deed of Perpetual Channel Improvement Easement from CI Partners, LLC to Metropolitan Government, Department of Water Services, of record in Instrument No. 200511220141200, said Register's Office.
6. Title to that portion of the Property lying below the ordinary low water mark of the Cumberland River.
7. Easement for the flow of the waters of Cumberland River, and the rights of the public therein.
8. Rights of upper and lower riparian owners to the flow of the waters of Cumberland River, free from diminution or pollution.
9. Changes in the boundary of the Property resulting from erosion or accretion caused by the flow of Cumberland River.
10. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the Property.
11. Terms and provisions of record in Memorandum of Agreement of record as Instrument No. 20190923-0096230, said Register's Office.
12. Any and all matters shown on or disclosed by (i) that certain ALTA/NSPS Land Title Survey of the Property prepared by Crawford & Cummings, P.C., dated 8/29/17 (revised 8/9/19) and identified as CCPC Job No. 19-047, and (ii) that certain ALTA/NSPS Land Title Survey of the Property prepared by Crawford & Cummings, P.C., dated 11/21/19 and identified as CCPC Job No. 19-073.
13. 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.