This instrument was prepared by:
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Karen Johnson Davidson County
Batch# 926084 DEEDWARRSP
10/05/2022 12:22:30 PM 11 pgs
Fees: $58.00 Taxes: $84,175.00
20221005-0109935

SPECIAL WARRANTY DEED

FROM: JAMES R. MILLS (a/k/a JAMES RONALD MILLS), TRUSTEE OF THE GERALD FLEISCHER IRREVOCABLE TRUST AGREEMENT (a/k/a GERALD FLEISCHER MARITAL TRUST), as to an undivided one-half tenancy in common interest; JACK D. FLEISCHER, TRUSTEE of the DORIS FLEISCHER IRREVOCABLE TRUST FBO JACK FLEISCHER DATED MAY 7, 2021, as to an undivided one-quarter tenancy in common interest; JACK D. FLEISCHER, TRUSTEE of the DORIS FLEISCHER IRREVOCABLE TRUST FBO SHERRIE F. DAVIDSON DATED MAY 7, 2021, as to an undivided one-quarter tenancy in common interest, as to Tracts I, II and III; and JACK FLEISCHER, an individual, as to Tract IV, Grantor

TO: EM 531 LAFAYETTE LLC, a Delaware limited liability company, Grantee

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
EM 531 LAFAYETTE LLC c/o EQT Exeter Five Radnor Corporate Center 100 Matsonford Road, Suite 250 Radnor, Pennsylvania 19087 Attention: Bryan Lamb	Same	093 14 0 443.00 093 14 0 442.00

STATE OF Pennsylvania)
)
COUNTY OF Montgomery)

The actual consideration for this transfer is TWENTY-TWO MILLION SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($22,750,000.00.00).

RTK
Affiant

SUBSCRIBED AND SWORN TO before me, this the 4th day of October, 2022.

Notary Public
My Commission Expires: September 23, 2025

Commonwealth of Pennsylvania - Notary Seal
CHARLOTTE HOOKS - Notary Public
Montgomery County
My Commission Expires September 23, 2025
Commission Number 1406819

FOR AND IN CONSIDERATION OF the sum of TWENTY-TWO MILLION SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($22,750,000.00.00), the receipt and sufficiency of which are hereby acknowledged, JAMES R. MILLS (a/k/a JAMES RONALD MILLS), TRUSTEE OF THE GERALD FLEISCHER IRREVOCABLE TRUST AGREEMENT (a/k/a GERALD FLEISCHER MARITAL TRUST), as to an undivided one-half tenancy in common interest; JACK D. FLEISCHER, TRUSTEE of the DORIS FLEISCHER IRREVOCABLE TRUST FBO JACK FLEISCHER DATED MAY 7, 2021, as to an undivided one-quarter tenancy in common interest; JACK D. FLEISCHER, TRUSTEE of the DORIS FLEISCHER IRREVOCABLE TRUST FBO SHERRIE F. DAVIDSON DATED MAY 7, 2021, as to an undivided one-quarter tenancy in common interest, as to Tracts I, II and III; and JACK FLEISCHER, an individual, as to Tract IV ("Grantors"), have bargained and sold, and by these presents does transfer and convey unto EM 531 LAFAYETTE LLC, a Delaware limited liability company ("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, together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property known as 531 and 533 Lafayette Street, Nashville, Davidson County, Tennessee 37202.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee its successors and assigns forever. And Grantors do covenant with Grantee that Grantors are lawfully seized and possessed of the Property in fee simple and Grantors have a good right to convey the Property.

And Grantors do further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims

of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise.

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Witness my hand this 4th day of October, 2022.

GRANTOR:

GERALD FLEISCHER IRREVOCABLE TRUST AGREEMENT

By: James Ronald Mills
JAMES RONALD MILLS
Trustee

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Melinda A. Gray, a Notary Public of said County and State, personally appeared JAMES RONALD MILLS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Trustee (or other officer authorized to execute the instrument) of the GERALD FLEISCHER IRREVOCABLE TRUST AGREEMENT, the within named bargainor, and that he as such Trustee executed the foregoing instrument for the purposes therein contained, by personally signing the name of the Trust by himself as Trustee.

Witness my hand and seal, at Office in Franklin, Tennessee, this 3rd day of October, 2022.

MELINDA A. GRAY STATE OF TENNESSEE NOTARY PUBLIC MAURY COUNTY

Melinda A. Gray
Notary Public
My Commission Expires: 12-18-2023

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

DORIS FLEISCHER IRREVOCABLE TRUST
FBO JACK FLEISCHER DATED MAY 7, 2021

By: Jack D. Fleischer
JACK D. FLEISCHER
Trustee

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, Melinda A. Gray, a Notary Public of said County and State, personally appeared JACK D. FLEISCHER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Trustee (or other officer authorized to execute the instrument) of the DORIS FLEISCHER IRREVOCABLE TRUST FBO JACK FLEISCHER DATED MAY 7, 2021, the within named bargainor, and that he as such Trustee executed the foregoing instrument for the purposes therein contained, by personally signing the name of the Trust by himself as Trustee.

Witness my hand and seal, at Office in Nashville, Tennessee, this 3rd day of October, 2022.

MELINDA A. GRAY
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

Melinda A. Gray
Notary Public
My Commission Expires: 12-18-2023

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

DORIS FLEISCHER IRREVOCABLE TRUST FBO SHERRIE F. DAVIDSON DATED MAY 7, 2021

By: _____
JACK D. FLEISCHER
Trustee

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, Melinda A Gray, a Notary Public of said County and State, personally appeared JACK D. FLEISCHER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Trustee (or other officer authorized to execute the instrument) of the DORIS FLEISCHER IRREVOCABLE TRUST FBO SHERRIE F. DAVIDSON DATED MAY 7, 2021, the within named bargainor, and that he as such Trustee executed the foregoing instrument for the purposes therein contained, by personally signing the name of the Trust by himself as Trustee.

Witness my hand and seal, at Office in Nashville, Tennessee, this 3rd day of October, 2022.

MELINDA A. GRAY
STATE OF TENNESSEE
NOTARY PUBLIC
MAURY COUNTY

_____
Notary Public
My Commission Expires: 12-18-2023

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

JACK FLEISCHER
Individually

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Personally appeared before me, Melinda A. Gray, a Notary Public of said County and State, JACK FLEISCHER, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, Tennessee, this 3rd day of October, 2022.

MELINDA A. GRAY
STATE OF TENNESSEE NOTARY PUBLIC
MAURY COUNTY

Notary Public
My Commission Expires: 12-18-2023

EXHIBIT A

PROPERTY DESCRIPTION

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

TRACT I:

Land in Davidson County, Tennessee, being the North 40 feet of Lot No 123 in the Barrow Grove Addition, of record in Book "S," Page 279, said Register's Office.

Said part of Lot No. 123 fronts 40 feet on the East side of South High Street and runs back between parallel lines 210 feet to an alley in the rear.

TRACT II:

Land in Davidson County, Tennessee, being the southerly 20 feet of Lot No. 123 and all of Lot No. 122 on the Plan of Barrow Grove, as of record in Book "S," page 279, Register's Office for said County, being Lot Nos. 12 and 13 on the Plan of Henry Blood's Subdivision of certain lots in Barrow Grove, not of record described as follows:

Beginning on the easterly margin of 6th Avenue, South, formerly High Street, at the corner of Lot Nos. 13 and 14, being the southwest corner of the property conveyed to M.M. Wilson and wife, by deed from W. Raymond Denny, Trustee, of record in Book 1236, page 151, said Register's Office; thence with the line between said two lots eastwardly 210 feet to the Westerly margin of an alley; thence with said alley Southwardly 80 feet to the line between Lot Nos. 11 and 12; thence with the line between said two lots westwardly 210 feet to the easterly margin of 6th Avenue, South, thence with said Avenue, Northwardly 80 feet to the beginning.

TRACT III:

Parcel I: Being the north 1/2 of Lot No. 125 on the Map of Barrow Grove Addition, as of record in Book "S," page 279, Register's Office for Davidson County, Tennessee.

Said part of said lot fronts 30 feet on the easterly side of 6th Avenue South and runs back between parallel lines, 210 feet more or less, to an alley.

There is to be excepted from the above description, however, that part of the above lot, on the rear, which was taken in connection with the widening of Lafayette Street by the City of Nashville, which was a strip 31 feet on the north line and about 9 feet on the south line, facing on the alley in the rear of 6th Avenue South, together with an easement for a fill slope, all of which is set out in the said Condemnation Proceedings.

Parcel II: Being Lot No. 124 and the southerly part of Lot No. 125 on the Map of Barrow Grove Plan of Lots of record in Book "S," page 279, Register's Office for said County, and more particularly described as follows:

Beginning at a point in the northeasterly margin of 6th Avenue South the common corner of Lot Nos. 123 and 124; thence with the line between said lots, northeasterly 210 feet to the southwesterly margin of an alley known as Alley No. 71; thence with the margin of said alley, northwesterly 82 feet to the present southerly margin of Lafayette Street; thence with the margin of the same, westerly 10 feet to a point: thence southwesterly approximately parallel to the line between Lot Nos. 124 and 125, 203 feet to the northeasterly margin of 6th Avenue South; thence with the margin of the same, southeasterly 90 feet to the beginning.

Being the same premises conveyed to Gerald Fleischer and wife, Doris T. Fleischer by Installment Deed from Beulah Kirkpatrick, recorded March 21, 1967 in Book 4113, Page 251, in the Register's Office of Davidson County, Tennessee. (Tract III)

Being the same premises conveyed to Gerald Fleischer and wife, Doris T. Fleischer by Warranty Deed from Hermitage Electric Supply Corporation, recorded December 21, 1983 in Book 6198, Page 446, in the Register's Office of Davidson County, Tennessee. (Tract I)

Being the same premises conveyed to Gerald Fleischer and wife, Doris T. Fleischer by Warranty Deed from Richard R. Townes, an unmarried person, recorded November 2, 1984 in Book 6418, Page 133, in the Register's Office of Davidson County, Tennessee. (Tract II)

As affected by Disclaimer recorded August 6, 2008 in Instrument No. 20080806-0081014, in the Register's Office of Davidson County, Tennessee.

Being the same premises conveyed to James R. Mills, Trustee of the Gerald Fleischer Marital Trust (1/2 interest) by Quitclaim Deed from Jack Fleischer, as Executor for the Estate of Gerald Fleischer, Case No. 07P1886, recorded March 30, 2010 in Instrument No. 20100330-0023697, in the Register's Office of Davidson County, Tennessee.

Being the same premises conveyed to Doris Fleischer Irrevocable Trust FBO Jack Fleischer dated May 7, 2021 (1/4 interest) and Doris Fleischer Irrevocable Trust FBO Sherrie F. Davidson dated May 7, 2021 (1/4 interest) by Quitclaim Deed from Doris T. Fleischer, unmarried, recorded May 14, 2021 in Instrument No. 2009202210514-0065300, in the Register's Office of Davidson County, Tennessee.

TRACT IV:

Land in Davidson County, Tennessee, Being the westerly part of Lot No. 126 on the Plan of Barrow Grove, as of record in Book S, pages 279, 319, 612 and 697, Register's Office for said County, described according to a survey thereof may by James A. Hamilton Jr., February 24, 1949 as follows:

Said Part of Lot No. 126 fronts 60 feet on the easterly side of Sixth Avenue, South, formerly South High Street and runs back 135.5 feet, more or less on the northerly line and 185.5 feet, more or less on the southerly line to the southwesterly margin of Lafayette Street measuring 78.4 feet, more or less.

Being the same premises conveyed to Jack Fleischer by Quitclaim Deed from 24, LLC, recorded September 22, 2009 in Instrument No. 20090922-0088315, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2022 a lien, but not yet due and payable, and all subsequent years.

2. Matters appearing on the plat recorded in Plat Book S, Page(s) 279, 319, 612 and 697, including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule A.

3. Covenants, Conditions, and Restrictions, as set forth and disclosed in the Land Use Restrictions, recorded in Instrument Number 20071217-0144803.

True Copy Certification

I, Carmen M. Torres, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Florida

County of Seminole

Personally appeared before me, Lori R. Harding, a notary public for this county and state, Carmen M. Torres who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: _____
Notary' Seal (if on paper)

LORI R. HARDING
Notary Public - State of Florida
Commission # GG 919482
My Comm. Expires Nov 26, 2023
Bonded through National Notary Assn.