Karen Johnson Davidson County
Batch# 951870 DEEDWARRSP
12/15/2022 11:08:30 AM 10 pgs
Fees: $53.00 Taxes: $85,100.00
20221215-0129906

FROM: NRN Parcel B Owner, LLC, a Delaware 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. Oracle Americas, Real Estate & Facilities 233 South Wacker Drive, Suite 4500 Chicago, Illinois 60606	(same)	082 06 0 097.00

THIS INSTRUMENT PREPARED BY: John C. McDonnell, Esq., Taft Stettinius & Hollister LLP, 111 East Wacker Drive, Suite 2600, Chicago, Illinois 60601

STATE OF Tennessee)
COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is TWENTY THREE MILLION AND 0/100 DOLLARS ($23,000,000.00).

TRACI SELLERS STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

Affiant

Subscribed and sworn to before me, this the 12 day of December, 2022.

Notary Public

My Comm. Expires: 6·24·25

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, NRN PARCEL B OWNER, LLC, a Delaware 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**"), and 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 and is currently known as 0 Waterside Drive, Nashville, Davidson County, 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**").

This conveyance is also expressly made subject to the refusal right for the benefit of the Grantor that is set forth in Section 29 of that certain Purchase and Sale Agreement dated November 15, 2021 (the "**Agreement**"), by and between the Grantor, as "Seller," and the Grantee, as "Buyer," which refusal right shall remain in effect for ten (10) years from the date hereof, and which refusal right and Section 29 are as described and set forth on Exhibit C, attached hereto and incorporated herein by this reference (the "**Refusal Right**"). As used in Exhibit C, (i) "Closing Date" shall mean the date of this Special Warranty Deed, (ii) "Agreement" shall mean the Agreement, (iii) "Property" shall mean the Property, along with any buildings, improvements, structures, and fixtures located thereon, any contracts or agreements relating thereto or the operation thereof, and all licenses and permits relating thereto (and no other property), and (iv) "Effective Date" shall mean November 15, 2021.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title, and interest thereto belonging to the Grantee and 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 and 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, and subject to the Refusal Right.

[*signature page follows*]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed effective as of December 15, 2022.

GRANTOR:

NRN PARCEL B OWNER, LLC,
a Delaware limited liability company

By: NRN Phase II QOZB, LLC,
a Delaware limited liability company,
its sole member

By: NRN QOZB Manager, LLC,
a Delaware limited liability company,
its manager

By: _____
Name: Kevin Mulhall
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 Kevin Mulhall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a Manager of NRN QOZB Manager, LLC, a Delaware limited liability company, the manager of NRN Phase II QOZB, LLC, a Delaware limited liability company, the sole member of NRN Parcel B Owner, LLC, a Delaware limited liability company and the within-named bargainor, 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 NRN QOZB Manager, LLC, a Delaware limited liability company, the manager of NRN Phase II QOZB, LLC, a Delaware limited liability company, the sole member of the limited liability company.

WITNESS my hand and seal, at office in Cook County, IL, this the 13th day of December, 2022.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

"OFFICIAL SEAL"
KATHRYN A ARNOLD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/5/2026

EXHIBIT A

LEGAL DESCRIPTION

A CERTAIN TRACT OR PARCEL OF LAND LOCATED IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT:

BEING LOT B ON THE FINAL PLAT OF RIVER NORTH, PHASE 1A, OF RECORD AS INSTRUMENT NO. 202105140065713, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION THEREOF.

BEING THE SAME PROPERTY CONVEYED TO NRN PARCEL B OWNER, LLC, A DELAWARE LIMITED LIABLITY COMPANY BY QUITCLAIM DEED FROM 600 COWAN, LP, A TENNESSEE LIMITED PARTNERSHIP, AND NRN PARCEL B OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 202105210069613, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2023 and subsequent years, not yet due and payable.

2. All matters shown on plat(s) of record in Instrument No. 200907280070733 and Instrument No. 202105140065713, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Access Easement Agreement, by and between Cargill, Incorporated, a Delaware corporation and IMI Tennessee, Inc., of record in Instrument No. 200908240079327, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Notice of Land Use Restrictions, by Cargill, Incorporated, a Delaware corporation, of record in Instrument No. 201610270113748, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Temporary Construction and Reciprocal Easement Agreement, by and between 520 Cowan LP, a Tennessee limited partnership; and 600 Cowan LP, a Tennessee limited partnership and Cowan Street Properties, a Tennessee general partnership, of record in Instrument No. 201906270062632, in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Declaration of Covenants, Conditions and Restrictions, by 520 Cowan LP; 600 Cowan LP, each a Tennessee limited partnership; NRN Parcel A Owner, LLC; NRN Parcel B Owner, LLC; NRN Parcel C Owner, LLC; NRN Parcel D Owner, LLC; and NRN Parcel E Owner, LLC, each, a Delaware limited liability company, together with their successors and assigns, of record in Instrument No. 201907030065252; as affected by Assignment and Assumption of Declaration in Instrument No. 202106020074113, in the Register's Office of Davidson County, Tennessee.

7. Terms and provisions of Memorandum of Agreement, by and between 520 Cowan LP, a Tennessee limited partnership; and 600 Cowan LP, a Tennessee limited partnership and 700 Cowan Partners LLC, an Illinois limited liability company; 701 Cowan Partners LLC, an Illinois limited liability company; 901 Cowan Partners LLC, an Illinois limited liability company; 905 Cowan Partners LLC, an Illinois limited liability company; 1420 Cowan Partners LLC, an Illinois limited liability company; 1429 Cowan Partners LLC, an Illinois limited liability company; 1432 Cowan Partners LLC, an Illinois limited liability company; CI Partners LLC, an Illinois limited liability company; CI-C Partners LLC, an Illinois limited liability company; CI-D Cowan Partners LLC, an Illinois limited liability company; RN Nashville Holdings QOZB, L.L.C.; NRN Parcel A Owner, LLC, NRN Parcel B Owner, LLC; NRN Parcel C Owner, LLC; NRN Parcel D Owner, LLC; and NRN Parcel E Owner, LLC, each a Delaware limited liability company, of record in

Instrument No. 201909230096230, in the Register's Office of Davidson County, Tennessee.

8. Terms and provisions of Notice of Land Use Restrictions, by NRN Parcel A Owner, LLC, a Delaware limited liability company; NRN Parcel B Owner, LLC, a Delaware limited liability company; NRN Parcel C Owner, LLC, a Delaware limited liability company; NRN Parcel D Owner, LLC, a Delaware limited liability company; NRN Parcel E Owner, LLC, a Delaware limited liability company; and Oracle America, Inc., a Delaware Corporation, of record in 202203160030846, in the Register's Office of Davidson County, Tennessee.

9. Any facts, rights, interests or claims that may exist or arise by reason of the matters disclosed by an ALTA/NSPS survey of the Property made by Wilson & Associates, P.C., dated December 22, 2021, and designated as Project No. 20-1629.

EXHIBIT C

REFUSAL RIGHT

29. Refusal Right.

A. If, prior to the tenth (10^{th}) anniversary of the Closing Date, Buyer receives an offer which it wishes to accept to sell its entire fee interest in the Property (and only the Property, except as expressly set forth below) (a "Proposed Sale"), Seller shall have a one-time right of first refusal to purchase the entire Property ("Refusal Right"). In the event of a Proposed Sale, Buyer shall notify Seller in writing at the notice address provided in this Agreement or as otherwise modified in writing by Seller of the Proposed Sale ("Buyer's Notice"). Buyer's Notice shall include all of the material business terms of such Proposed Sale (the "Elements") and a contract of sale containing the material terms of the Proposed Sale (the "Contract of Sale"). In order to exercise the Refusal Right, Seller shall accept the terms of the Proposed Sale as set out in the Contract of Sale by executing and returning to Buyer the Contract of Sale, sent by registered or certified mail, return receipt requested postmarked or overnight delivery within thirty (30) days after receipt (or deemed receipt) of Buyer's Notice. The time frames in the Contract of Sale shall run from Seller's execution thereof. If Seller exercises its Refusal Right Seller and Buyer shall proceed to close the sale of the Property no later than the closing date set forth in the Contract of Sale. If Seller shall opt not to exercise the Refusal Right, the Refusal Right shall lapse and Buyer shall be free to sell the Property pursuant to the Elements for the transfer of the Property. The Refusal Right is personal to Seller and may not be assigned by Seller unless to a successor entity or an entity controlling, controlled by, or under common control with Seller. The Refusal Right may not be exercised by anyone other than Seller. Any other attempted assignment of the Refusal Right shall be of no effect.

B. Anything contained herein to the contrary notwithstanding, none of the following events shall trigger the Refusal Right (with Buyer for all purposes of this Section meaning the Buyer named in this Agreement as of the Effective Date):

i. The sale of the Property to (a) an entity controlling, controlled by, or under common control of, Buyer or (b) any successor to Buyer by merger, consolidation or reorganization;

ii. The sale of the Property to a governmental or quasi-governmental entity including, but not limited to, any sale or assignment to an industrial development board or similar entity;

iii. The sale of the Property in connection with a sale of all or substantially all of Buyer's assets or shares (or interests);

iv. Buyer's shares being traded on a stock exchange or market;

v. The entering into of any management agreement or any similar agreement which transfers control of the Property but not title or other indicia of ownership by Buyer;

vi. The entering into by Buyer of any mortgage, or trust deed upon all or any portion of the Property, any advances made thereunder and all renewals, modifications, consolidations, replacements, extensions, and re-financings thereof and any foreclosure, deed in lieu of foreclosure or other enforcement of such mortgage or deed of trust; or

vii. The sale of more than one property wherein the Property is one of such properties, unless all such property is contiguous to the Property, in which event Seller's Refusal Right shall apply to all property which is the subject of the applicable Buyer's Notice and any exercise of Seller's Refusal Right must be for all such property and not merely for the Property.

C. For avoidance of doubt both parties hereby acknowledge and agree the Seller's Refusal Right shall expire and be of no further force and effect on the tenth (10^{th}) anniversary of the Closing Date. At Closing the terms of this Section 29 shall be included as an exhibit to the Deed and placed of record in the Davidson County Register of Deeds Office.

Tennessee Certification of Electronic Document

I, Matt Foster, 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 correct copy of the original document executed and authenticated according to law on 12/15/2022.

Affiant Signature

Date: 12/15/2022

State of Tennessee

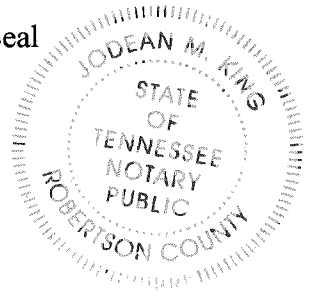
County of Davidson

Sworn to and subscribed before me this 15th day of December, 2022.

Notary's Signature

My Commission Expires: 7/22/2025

Notary's Seal



Date: 12/15/2022