Karen Johnson Davidson County
Batch# 1025688 DEEDWARRSP
07/13/2023 08:25:30 AM 12 pgs
Fees: $63.00 Taxes: $321,900.00
20230713-0053545

FROM: BMP Partnership 2, a Tennessee general partnership

TO: BMTN Owner LLC, a Delaware limited liability company

Address New Owner as follows:	Send Tax Bills to:	Tax-Parcel No.
BMTN Owner LLC 429 Chestnut Street Nashville, Tennessee 37203	(same)	116-03-0-005.00

THIS INSTRUMENT PREPARED BY: Maxwell Liaw, Esq. Perkins Coie LLP, 505 Howard Street, Suite 1000, San Francisco, California 94105

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $87,000,000.00.

Affiant

Subscribed and sworn to before me, this the 22nd day of June, 2023.

Notary Public

My Comm. Expires: May 3, 2025

STEPHANIE DENSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, BMP PARTNERSHIP 2, a Tennessee general partnership, hereinafter called "GRANTOR", has bargained and sold, and by these presents does transfer and convey unto BMTN Owner LLC, a Delaware limited liability company, hereinafter called "GRANTEE", its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit (the "Property"):

See Exhibit A attached hereto and made a part hereto

Said property is transferred subject to the limitations, restrictions, and encumbrances set forth below.

1. General or special taxes and assessments for 2023 and subsequent years, which are a lien not yet due and payable.

2. Subject to other Permitted Encumbrances described on **Exhibit B** attached hereto and made a part hereof.

This is improved property commonly known as 4500 Harding Pike, Nashville, Tennessee 37205.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR further covenants and binds itself, its successors and assigns to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the matters set forth above), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The liability of Grantor hereunder shall be limited to the Grantor entity and its assets and no partner in Grantor shall have any liability whatsoever with respect to this Instrument.

[*Signature Page and Acknowledgement Follows.*]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 12th day of July, 2023.

GRANTOR:

BMP PARTNERSHIP 2,
a Tennessee general partnership

By: _____
Name: Jacob May
Title: Partner

STATE OF Tennessee)

COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jacob May, 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 Partner in BMP Partnership 2, a Tennessee general partnership, the within named grantor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the foregoing entity.

Witness my hand and seal, this the 10th day of July, 2023.

_____
NOTARY PUBLIC

My Commission Expires: 01/04/2027

CHERYL W MARTIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-4-2027

EXHIBIT A

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

TRACT I:

BEING A PARCEL OF LAND IN THE FIRST CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING PART OF LOT NOS. 1,2,4 AND ALL OF 3 ON THE PLAT OF W.P. READY'S SUBDIVISION OF THE JOHN W. LOVE TRACT, OF RECORD IN BOOK 421, PAGE 105, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND A TRACT OF 8-1/8 ACRES, MORE OR LESS, ADJACENT TO SAID LOT NO. 1 ON THE SOUTHWEST, SAID PARCEL BEING LOCATED BETWEEN THE SEABOARD SYSTEM RAILROAD, HARDING ROAD, BRILEY PARKWAY AND H. G. HILL REALTY COMPANY PROPERTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE CSX TRANSPORTATION SYSTEMS RAILROAD (A 100-FOOT WIDE RIGHT-OF-WAY) AND THE SOUTHWESTERLY RIGHT-OF-WAY OF BRILEY PARKWAY (RIGHT-OF-WAY WIDTH VARIES); THENCE; 1. WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BRILEY PARKWAY, 354.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 2252.83 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL, PASSING A WITNESS PIN SET ON SAID CURVE AT A DISTANCE OF 35.00 FEET FROM SAID POINT OF BEGINNING; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF S 49° 18' 00" E, 354.348 FEET THENCE; 2. WITH SAID RIGHT-OF-WAY LINE, S 30° 48' 00" E, 51.58 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL; THENCE, 3. WITH SAID RIGHT-OF-WAY LINE, 86.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 2240.83 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF S 42° 13' 42" E, 86.319 FEET; THENCE, 4. WITH SAID RIGHT-OF-WAY LINE, S 41° 00' 42" E, 11.17 FEET TO A DRILLED HOLE ON TOP OF A CONCRETE WALL; THENCE, 5. 138.98 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THAT HAS A RADIUS OF 93.00 FEET TO AN IRON PIN SET ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HARDING ROAD, MEMPHIS BRISTOL HIGHWAY, U.S. HIGHWAY 70-SOUTH, STATE ROUTE 1 (RIGHT-OF-WAY WIDTH VARIES); SAID CURVE HAS A CHORD BEARING AND DISTANCE OF S 01° 45' 24" W, 126.401 FEET; THENCE, 6. WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF HARDING ROAD, S 44° 57' 34" E, 5.35 FEET TO AN IRON PIN SET; THENCE, 7. WITH SAID RIGHT-OF-WAY LINE, S 44° 58' 46" W, 152.87 FEET TO AN IRON PIN SET; THENCE, 8. WITH SAID RIGHT-OF-WAY LINE, S 44° 45' 54" E, 5.00 FEET TO AN IRON PIN SET; THENCE, 9. WITH SAID RIGHT-OF-WAY LINE, S 43° 32' 25" W, 404.83 FEET TO AN IRON PIN SET; THENCE, 10. WITH SAID RIGHT-OF-WAY LINE, N 46° 40' 27" W, 12.51 FEET TO AN IRON PIN SET; THENCE, 11. WITH SAID RIGHT-OF-WAY LINE, S 43° 50' 07" W, PASSING A WITNESS POINT SET AT 300.70 FEET AND FOR A TOTAL DISTANCE OF 341.70 FEET TO A POINT IN SUGARTREE CREEK; THENCE, 12. WITH SAID RIGHT-OF-WAY LINE, S 46° 06' 57" E, 7.50 FEET TO A POINT, THENCE, 13.

WITH SAID RIGHT-OF-WAY LINE, S 43° 53' 03" W, 37.00 FEET TO AN EXISTING IRON PIN; THENCE, 14. LEAVING SAID RIGHT-OF-WAY LINE AND WITH THE NORTHEASTERLY LINE OF A TRACT OF LAND CONVEYED TO H.G. HILL REALTY COMPANY BY DEED OF RECORD IN BOOK 5837, PAGE 771, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, N 09° 12' 57" W. 95.87 FEET TO AN EXISTING IRON PIN; THENCE, 15. WITH SAID LINE, N 06° 09' 34" W, 39.97 FEET TO AN EXISTING IRON PIN; THENCE, 16. WITH SAID LINE, N 63° 09' 34" W, 253.50 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT-OF WAY LINE OF CSX TRANSPORTATION SYSTEMS RAILROAD; THENCE, 17. WITH SAID RIGHT-OF-WAY LINE, N 32° 16' 26" E, 653.00 FEET TO POINT; THENCE, 18. WITH SAID RIGHT-OF-WAY LINE, 398.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT THAT HAS A RADIUS OF 2914.93 FEET TO THE POINT OF BEGINNING; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF N 27° 53' 51" E, 398.085 FEET.

TRACT II:

BEING EASEMENT NO. 1 AS CREATED BY AND DESCRIBED IN THAT CERTAIN CROSS EASEMENT AGREEMENT DATED JUNE 5, 1984 OF RECORD IN BOOK 6309, PAGE 233, SAID REGISTER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A RECTANGULAR 30-FOOT WIDE STRIP OF LAND IN NASHVILLE, FIRST CIVIL DISTRICT, 24TH COUNCILMANIC DISTRICT, DAVIDSON COUNTY, TENNESSEE, CROSSING PART OF LOT NO. 6, SHOWN ON THE PLAN OF W. P. READY'S SUBDIVISION OF JOHN W. LOVE TRACT OF RECORD IN BOOK 421, PAGE 105, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND A TRACT OF 0.5 ACRE, MORE OR LESS, ADJACENT TO SAID LOT NO. 6, ON THE NORTHEAST. SAID STRIP OF LAND BEING LOCATED BETWEEN WHITE BRIDGE ROAD AND BRILEY PARKWAY GENERALLY PARALLEL TO HARDING ROAD (MEMPHIS-BRISTOL HIGHWAY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF WHITE BRIDGE ROAD, SAID POINT BEING N 61° 39' W, 265 FEET, MORE OR LESS, FROM THE NORTHERLY MARGIN OF HARDING ROAD; THENCE, LEAVING SAID WHITE BRIDGE ROAD GENERALLY PARALLEL TO SAID HARDING ROAD, 160 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF BRILEY PARKWAY; THENCE, IN A NORTHWESTERLY DIRECTION WITH SAID MARGIN 30 FEET, MORE OR LESS; THENCE, LEAVING SAID BRILEY PARKWAY WITH A LINE GENERALLY PARALLEL TO SAID HARDING ROAD, 150 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF WHITE BRIDGE ROAD; THENCE, WITH SAID MARGIN 30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TRACT III:

BEING EASEMENT NO. 2 AS CREATED BY AND DESCRIBED IN THAT CERTAIN CROSS EASEMENT AGREEMENT DATED JUNE 5, 1984 OF RECORD IN BOOK 6309, PAGE 233, SAID REGISTER'S OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A RECTANGULAR 25-FOOT WIDE STRIP OF LAND IN NASHVILLE, FIRST CIVIL DISTRICT, 24TH COUNCILMANIC DISTRICT, DAVIDSON COUNTY, TENNESSEE, CROSSING PART OF LOT NO. 6, SHOWN ON THE PLAN OF W.P. READY'S SUBDIVISION OF JOHN W. LOVE TRACT OF RECORD IN BOOK 421, PAGE 105, SAID REGISTER'S OFFICE, SAID STRIP BEING LOCATED BETWEEN WHITE BRIDGE ROAD AND BRILEY PARKWAY GENERALLY PARALLEL TO HARDING ROAD (MEMPHIS-BRISTOL HIGHWAY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF WHITE BRIDGE ROAD, SAID POINT BEING N 69° 10' W. 80 FEET, MORE OR LESS, N 61° 39' W, 391.18 FEET FROM THE POINT OF INTERSECTION OF SAID SOUTHERLY MARGIN OF WHITE BRIDGE ROAD WITH THE NORTHERLY MARGIN OF HARDING ROAD, SAID POINT ALSO BEING S 69° 10' E, 225 FEET, MORE OR LESS, FROM THE EASTERLY MARGIN OF THE SEABOARD SYSTEM RAILROAD; THENCE, LEAVING SAID WHITE BRIDGE ROAD GENERALLY PARALLEL TO SAID HARDING ROAD 95 FEET, MORE OR LESS, TO THE EASTERLY MARGIN OF BRILEY PARKWAY; THENCE, IN THE NORTHWESTERLY DIRECTION WITH SAID MARGIN 25 FEET, MORE OR LESS; THENCE, LEAVING SAID BRILEY PARKWAY WITH A LINE GENERALLY PARALLEL TO SAID HARDING ROAD, 90 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF WHITE BRIDGE ROAD; THENCE, WITH SAID MARGIN 25 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

TRACTS I, II AND III BEING THE SAME PROPERTY CONVEYED TO BMP, L.L.C., A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM BELLE MEADE FUND PARTNERS, L.P., A DELAWARE LIMITED PARTNERSHIP, OF RECORD IN BOOK 10315, PAGE 634, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. THE SAID BMP, L.L.C., A TENNESSEE LIMITED LIABILITY COMPANY, HAS SINCE MERGED INTO BMP PARTNERSHIP, A TENNESSEE GENERAL PARTNERSHIP, AS EVIDENCED BY CERTIFICATE OF MERGER OF RECORD IN INSTRUMENT NO. 199912290308699, SAID REGISTER'S OFFICE. THE SAID BMP PARTNERSHIP HAS SINCE CONVERTED TO BMP, L.L.C., A TENNESSEE LIMITED LIABILITY COMPANY, AS EVIDENCED BY ARTICLES OF CONVERSION OF RECORD IN INSTRUMENT NO. 200406020064810, SAID REGISTER'S OFFICE. THE SAID BMP, L.L.C., HAVING SINCE MERGED INTO BMP PARTNERSHIP 2, A TENNESSEE GENERAL PARTNERSHIP, AS EVIDENCED BY CERTIFICATE OF MERGER OF RECORD IN INSTRUMENT NO. 200611060138162, SAID REGISTER'S OFFICE.

EXHIBIT B

1. Any claim to oil, gas, minerals, and all rights incident thereto, previously conveyed, transferred, leased or reserved.

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

3. Cross Easement Agreement from Belle Meade Limited to Web/ Nashville Ventures, of record in Book 6309, Page 233, in the Register's Office of Davidson County, Tennessee.

4. All matters shown on plat(s) of record in Plat Book 421, Page 105, in the Register's Office of Davidson County, Tennessee.

5. Easement from Oman Development Company, a Tennessee corporation to Harding Road Community Water Company, Inc, of record in Book 3163, Page 497, in the Register's Office of Davidson County, Tennessee.

6. Easement from Oman Development Co., Inc to City of Nashville, of record in Book 3342, Page 19, in the Register's Office of Davidson County, Tennessee.

7. Easement from Oman Development Company to City of Nashville, Tennessee, of record in Book 3503, Page 56, in the Register's Office of Davidson County, Tennessee.

8. Deed of Correction from Belle Meade, Limited to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 6504, Page 849, in the Register's Office of Davidson County, Tennessee.

9. Special Warranty Deed from Tennessee Trust Company to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5941, Page 528, in the Register's Office of Davidson County, Tennessee.

10. All matters shown on plat(s) of record in Plat Book 6250, Page 765, in the Register's Office of Davidson County, Tennessee.

11. Special Warranty Deed from Belle Meade Limited, a Tennessee limited partnership to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5941, Page 518, in the Register's Office of Davidson County, Tennessee.

12. Easement for the flow of the waters of any branches, creeks or streams, and the rights of the public therein.

13. Rights of upper and lower riparian owners to the flow of the waters of any branches, creeks or streams, free from diminution or pollution.

14. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of any branches, creeks or streams.

15. Terms and provisions of unrecorded lease, as evidenced by Contract of Lease by and between Vine Street Realty Company, a Tennessee corporation and The Kroger Co., a Ohio corporation, of record in Book 4779, Page 570; as amended by Second Amended Contract of Lease of record in Book 9501, Page 656, in the Register's Office of Davidson County, Tennessee.

16. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Lease by and between BMP Partnership 2, a Tennessee general partnership and Vanderbilt University, a Tennessee nonprofit corporation, of record in Instrument Number 20150319-0023790, in the Register's Office of Davidson County, Tennessee.

17. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Lease by and between BMP Partnership 2, a Tennessee general partnership and Wachovia Bank, National Association, a national banking association, of record in Instrument Number 20080606-0058371, in the Register's Office of Davidson County, Tennessee.

18. All Matters contained in Deed of record in Book 10315, Page 634, in the Register's Office of Davidson County, Tennessee.

19. Any rights of the parties in possession of a portion of, or all of, said Land, under the leases listed on **Exhibit C** attached hereto, without rights of first refusal or options to purchase.

20. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Bryan A. Shirley, Blew & Associates, P.A. on November 17, 2022, last revised June 30, 2023, executed on July 10, 2023, designated 22-9973.04:

(a) Encroachment of fence over northeasterly boundary line of Tract I of the Land near most northerly corner into right-of-way for White Bridge Pike;
(b) Encroachment of building into 10 foot front setback along northeasterly boundary line of Tract I of the Land;
(c) Encroachment of walkway over northeasterly boundary line of Tract I of the Land;
(d) Encroachment of asphalt parking area over southeasterly boundary line of Tract I of the Land;
(e) Encroachment of building and parking structure into 20 foot rear setback along northwesterly boundary line of Tract I of the Land; and
(f) Encroachment of asphalt parking area along the curve forming the most easterly corner of Tract I of the Land into the five foot retaining wall easement created in the Special Warranty Deed of record in Book 5941, Page 518.
(g) Encroachment of "Building 2" as identified on said survey and the parking structure adjoining the southwesterly corner of "Building 1" as identified on said survey into the easements of record in Book 3342, Page 19, and Book 3503, Page 56.
(h) Failure of the driveway to lie within the easement described as Tract III and encroachment of portions of parking structure into said easement.

EXHIBIT C

EXISTING LEASES

1. Lease Agreement dated January 3, 1974, by and between Belle Meade Fund Partners, L.P., a Delaware limited partnership (successor-in-interest to Vine Street Realty company, a Tennessee corporation), and The Kroger Co., an Ohio corporation, as amended by that certain Lease Modification Agreement No. 1 dated March 5, 1977, that certain Amended Contract of Lease dated March 7, 1979, that certain Lease Modification Agreement No. 3 dated October 5, 1993, that certain Lease Modification Agreement No. 4 dated April 15, 1994, and that certain Second Amended Contract of Lease dated April 25, 1994.

2. Lease dated March 10, 2000, by and between BMP Partnership 2, a Tennessee general partnership (successor-in-interest to BMP Partnership, a Tennessee general partnership, successor-in-interest to BMP, LLC, a Tennessee limited liability company), and Ed McClarty, an individual d/b/a Smoothie King #282, as amended by that certain First Amendment to Lease dated July 5, 2000, that certain Second Amendment and Modification to Lease dated January 7, 2008, that certain Third Lease Modification and Extension of Lease dated December 10, 2014, that certain Fourth Lease Modification and Extension Agreement dated July 9, 2018, and that certain Fifth Lease Modification and Extension Agreement dated February 23, 2021.

3. Lease dated December 5, 2000, by and between BMP Partnership 2, a Tennessee general partnership (successor-in-interest to BMP Partnership, a Tennessee general partnership), and Starbucks Corporation, a Washington corporation, as amended by that certain First Amendment to Commercial Lease dated January 15, 2016, and that certain Second Amendment to Commercial Lease dated December 23, 2020.

4. Lease dated November 11, 2001, by and between BMP Partnership 2, a Tennessee general partnership (successor-in-interest to BMP Partnership, a Tennessee general partnership, successor-in-interest to BMP, LLC, a Tennessee limited liability company), and Laurence L. Cypress, an individual d/b/a The Cypress Company, as amended by that certain Lease Extension and Modification Agreement dated October 7, 2004, that certain 2nd Lease Extension and Modification Agreement dated September 22, 2006, that certain Third Lease Extension and Modification Agreement dated September 19, 2008, that certain Fourth Lease Modification and Extension Agreement dated October 24, 2010, that certain Lease Modification and Extension Agreement #5 dated October 8, 2012, that certain Lease Modification and Extension Agreement #6 dated September 8, 2014, that certain Lease Modification and Extension Agreement #7 dated August 29, 2016, that certain Lease Modification and Extension Agreement #8 dated October 2, 2018, that certain Lease Modification and Extension Agreement #9 dated October 6, 2020, that certain Lease Modification and Extension Agreement #10 dated September 13, 2021, and that certain Lease Modification and Extension Agreement #11 dated October 10, 2022.

5. Lease dated July 6, 2004, by and between BMP Partnership 2, a Tennessee general partnership (successor-in-interest to BMP, LLC, a Tennessee limited liability company), and Jeff Watson, an individual d/b/a Belle Meade Premium Cigar Company as amended by that certain Amendment to Lease dated May 17, 2006, that certain Lease Extension and

Modification Agreement #1 dated April 24, 2007, that certain Lease Extension and Modification Agreement #2 dated July 21, 2013, that certain Lease Extension and Modification Agreement #3 dated December 15, 2014, that certain Lease Extension and Modification Agreement #4 dated April 19, 2017, that certain Lease Extension and Modification Agreement #5 dated February 6, 2020, that certain Lease Extension and Modification Agreement #6 dated March 1, 2022, and that certain Lease Extension and Modification Agreement #7 dated February 15, 2023.

6. Retail Branch Lease dated April 20, 2007, by and between BMP Partnership 2, a Tennessee general partnership, and Wells Fargo Bank, N.A., a national banking association (successor-by-merger to Wachovia Bank, National Association), as amended by that certain First Amendment to Lease dated August 1, 2012, that certain Second Amendment to Lease dated June 5, 2017, and that certain Third Amendment to Lease dated May 17, 2022.

7. Lease dated July 10, 2008, by and between BMP Partnership 2, a Tennessee general partnership, and Tallent's Inc. d/b/a Katy's Hallmark, a Tennessee general partnership, as amended by that certain Lease Modification Agreement dated February 6, 2009, that certain Lease Modification and Extension Agreement dated October 2, 2016, that certain Lease Modification and Extension Agreement dated December 27, 2021, and that certain Lease Modification and Extension Agreement dated August 23, 2022.

8. Lease dated July 18, 2010, by and between BMP Partnership 2, a Tennessee general partnership, and Su Yon Pak d/b/a Ninki Japanese Restaurant (successor-by-assignment to SDJ Restaurant, Inc., a Tennessee limited liability company), as amended by that certain Lease Modification Agreement #1 dated April 22, 2013, and that certain Second Lease Modification and Extension Agreement dated September 15, 2020.

9. Lease dated January 1, 2011, by and between BMP Partnership 2, a Tennessee general partnership, and New Wind, LLC, a Tennessee limited liability company corporation.

10. Lease dated February 11, 2012, by and between BMP Partnership 2, a Tennessee general partnership, and Belle Meade Jewelry, a Tennessee limited liability company, as amended by that certain First Amendment and Lease Modification Agreement dated February 23, 2015, that certain Second Amendment and Lease Modification Agreement dated May 29, 2018, that certain Third Amendment and Lease Modification Agreement dated February 21, 2020, and that certain Fourth Amendment and Lease Modification Agreement dated August 6, 2021.

11. Lease dated February 5, 2014, by and between BMP Partnership 2, a Tennessee general partnership, and Rahim Rahimi, an individual d/b/a American Excavating and Grading Company, as amended by that certain 1st Lease Modification and Extension Agreement dated January 20, 2015, by and between BMP Partnership 2, a Tennessee general partnership, and Rahim Rahimi, an individual d/b/a American Excavating and Grading Company, that certain 2nd Lease Modification and Extension Agreement dated February 27, 2017, that certain 3rd Lease Modification and Extension Agreement dated February 19, 2019, that certain 4th Lease Modification and Extension Agreement dated January 10, 2020, that certain 5th Lease Modification and Extension Agreement dated September 24,

2021, and that certain 6th Lease Modification and Extension Agreement dated March 17, 2023.

12. Lease dated April 30, 2014, by and between BMP Partnership 2, a Tennessee general partnership, and Shed1, LLC, a Tennessee limited liability company, as amended by that certain 1st Lease Modification and Extension Agreement dated June 30, 2022.

13. Lease dated March 13, 2015, by and between BMP Partnership 2, a Tennessee general partnership, and Vanderbilt University Medical Center, a Tennessee non-profit corporation (successor-by-assignment of The Vanderbilt University, a Tennessee non-profit corporation).

14. Lease dated September 24, 2015, by and between BMP Partnership 2, a Tennessee general partnership, and Kim Lan T. Nguyen, an individual, d/b/a/ Social Grace Nail Spa, a sole proprietorship, as amended by that certain First Lease Modification and Extension Agreement dated September 14, 2017, and that Second Lease Modification and Extension Agreement dated February 28, 2020.

15. Lease dated April 17, 2017, by and between BMP Partnership 2, a Tennessee general partnership, and Daniel Dao, an individual, and Loc D. Nguyen, an individual, as amended by that certain First Lease Modification and Extension Agreement dated January 14, 2019, and that certain 2nd Lease Modification and Extension Agreement dated February 24, 2023.

16. Lease dated January 22, 2019, by and between BMP Partnership 2, a Tennessee general partnership, and Michael K. Esterday, a sole proprietor d/b/a CLI.

17. Lease dated July 30, 2020, by and between BMP Partnership 2, a Tennessee general partnership, and David Caratachea d/b/a Agaves Mexican Restaurant.

18. Lease dated January 14, 2021, by and between BMP Partnership 2, a Tennessee general partnership, and Brandon Valle, an individual, DBA State Farm Insurance.

19. Lease dated April 5, 2021, by and between BMP Partnership 2, a Tennessee general partnership, and Samuel K. Dunbar, an individual, DBA Mighty Oak Builders, as amended by that certain First Lease Modification and Extension Agreement dated May 16, 2023.

20. Lease dated August 24, 2021, by and between BMP Partnership 2, a Tennessee general partnership, and Debbie Guthrey-Owen, an individual, d/b/a Pinnacle Point Properties and Development, as amended by that certain First Lease Modification and Extension Agreement dated August 24, 2022.

21. Lease dated December 21, 2021, by and between BMP Partnership 2, a Tennessee general partnership, and The Killian Group LLC, a Missouri limited liability company.

22. Lease dated May 25, 2022, by and between BMP Partnership 2, a Tennessee general partnership, and Electronic Express, Incorporated, a Tennessee corporation.

Tennessee Certification of Electronic Document

I, Bainbridge Dillion, 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 7/12/2023.

Bainbridge Dillion
Affiant Signature

Date: 7/12/2023

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 12th day of July, 2023.

Jodean M. King
Notary's Signature

My Commission Expires: 7/22/2025

Notary's Seal

Date: 7/12/2023

