Prepared by and Return to:
414 Union Partners
2907 Tyne Blvd
Nashville, TN 37215

Karen Johnson Davidson County
Batch # 1219982 DEEDWARRSP
12/26/2024 12 24 23 PM 6 pgs
Fees $33 00 Taxes $62,900 00
20241226-0099790

ADDRESS NEW OWNER(s) AS FOLLOWS	SEND TAX BILLS TO	TAX PARCEL NUMBER
414 Union Partners	Same	
(NAME)	(NAME)	
2907 Tyne Blvd		93-2-3-188.00
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37215		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **WSL–PHILIPS PLAZA, LLC**, a Delaware limited liability company, the "Grantor" herein, has this day bargained and sold, and does hereby transfer and convey unto **414 UNION PARTNERS**, a Tennessee general partnership, the "Grantee" herein, its successors and assigns, certain real estate in Davidson County, State of Tennessee, described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

This is improved property, known as Philips Plaza, 414 Union Avenue, Nashville, Tennessee, and is the same real estate conveyed to Grantor by deed dated February 22, 2019 recorded as Instrument No. 20190301-0018557 in the Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns in fee simple forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth on Exhibit B, attached hereto and made a part hereof (the "Permitted Exceptions").

Grantor further covenants and binds itself, its successors, assigns, and representatives, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns,

against the lawful claims of all persons, claiming by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

[SIGNATURE ON FOLLOWING PAGE]

In Witness Whereof, the Grantor has caused its name to be signed hereto by its duly authorized officer as of the 20th day of December, 2024.

WSL-PHILIPS PLAZA, LLC,
a Delaware limited liability company

By: _____
Name: Lawrence Settanni
Title: Authorized Signatory

STATE OF Connecticut
CITY/COUNTY OF Fairfield

Personally appeared before me, John deDufour, a Notary Public in and for said County and State, Lawrence Settanni, as Authorized Signatory of WSL-Philips Plaza, LLC, a Delaware limited liability company, 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, at office in Greenwich, CT, this 19th day of December, 2024

_____
Notary Public

My Commission Expires: 2/28/27

[Affix Notarial Seal]

JOHN DEDUFOUR
Notary Public, State of Connecticut
My Commission Expires February 28, 2027

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $17,000,000 00 which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 23rd day of December, 2024.

My commission expires:

Notary Public

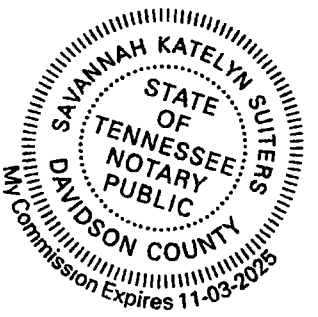


EXHIBIT A TO SPECIAL WARRANTY DEED

PARCEL 1

BEING A PARCEL OF LAND IN NASHVILLE, FIRST CIVIL DISTRICT, NINETEENTH COUNCILMANIC DISTRICT, DAVIDSON COUNTY, TENNESSEE, LOCATED ON THE EASTERLY SIDE OF FIFTH AVENUE NORTH BETWEEN UNION STREET AND DEADERICK STREET, BEING LOT NO. E-1, AS SHOWN ON THE PLAN OF COMMERCE PLACE AS OF RECORD IN BOOK 4885, PAGE 78, R.O.D.C., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AT COORDINATES NORTH 646, 151 41, EAST 1,769,454.77, TENNESSEE STATE PLANE COORDINATE SYSTEM, SAID IRON PIN BEING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF UNION STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE NORTH; THENCE, WITH SAID EASTERLY RIGHT-OF-WAY LINE N 27° 13' 06" W, 230.12 FEET TO A LEAD PLUG AT COORDINATES NORTH 646,356.05, EAST 1,769,349.51. SAID PLUG BEING AT THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DEADERICK STREET; THENCE, WITH SAID SOUTHERLY RIGHT-OF-WAY LINE N 62° 48' 35" E, 63.00 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY LINE WITH THE WESTERLY LINE OF LOT NO. E-2 AS SHOWN ON SAID PLAN OF COMMERCE PLACE, THE FOLLOWING CALLS: S 27° 11' 25" E, 17.75 FEET TO A POINT; S 72° 11' 25" E, 284.61 FEET TO A POINT; S 27° 37' 02" E, 8.90 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE OF UNION STREET; THENCE, WITH SAID LINE S 62° 19' 38" W, 264.20 FEET TO THE POINT OF BEGINNING. CONTAINING 36,677 SQUARE FEET OR 0.84 ACRE, MORE OR LESS.

PARCEL 2 (EASEMENT)

NONEXCLUSIVE EASEMENTS FOR PEDESTRIAN ACCESS, MOTOR VEHICULAR ACCESS, PARKING, SERVICE, SUPPORT AND UTILITIES AS CREATED BY RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN BOOK 5253, PAGE 786, AS SUPPLEMENTED BY FIRST SUPPLEMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN BOOK 5522, PAGE 84, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND AS FURTHER SUPPLEMENTED BY SECOND SUPPLEMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN BOOK 9172, PAGE 280, AS AMENDED BY THIRD AMENDMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT AND TERMINATION OF PARKING CONCESSION AGREEMENT OF RECORD IN INSTRUMENT NO. 20051007-0121287; IN INSTRUMENT NO. 20051007-0121288 AND IN INSTRUMENT NO. 20051007-0121289 AND AS AMENDED BY FOURTH AMENDMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN INSTRUMENT NO. 20070215-0019359, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND AS AMENDED BY FIFTH AMENDMENT TO RECIPROCAL EASEMENTS AND COMMON AREA OPERATING AGREEMENT OF RECORD IN INSTRUMENT NO. 20140709-0060548.

EXHIBIT B TO SPECIAL WARRANTY DEED

1. Real estate taxes assessments for the year 2025 and subsequent years, not yet due and payable.

2. All matters shown on plat(s) of record in Plat Book 4885, Page 78, in the Register's Office of Davidson County, Tennessee.

3. Terms and conditions of the Reciprocal Easements and Common Area Operating Agreement by and among Commerce Place Company, Commerce Place Venture, Nashville Hotel Venture, Metropolitan Life Insurance Company and Commerce Union Bank with Russell Sinclair Grove, Jr. and William R. Dearborn as Trustees of record in Book 5253, page 786; as supplemented by First Supplement of record in Book 5522, page 84; as supplemented by Second Supplement to Reciprocal Easements of record in Book 9172, page 280; as amended by Third Amendment to Reciprocal Easements and Common Area Operating Agreement and Termination of Parking Concession Agreement of record in Instrument# 200510070121287; in Instrument# 200510070121288 and in Instrument# 200510070121289 and as amended by Fourth Amendment to Reciprocal Easements and Common Area Operating Agreement of record in Instrument# 200702150019359, and as amended by Fifth Amendment to Reciprocal Easements and Common Area Operating Agreement of record in Instrument # 201407090060548, in the Register's Office for Davidson County, Tennessee.

4. Terms and provisions of unrecorded lease, as evidenced by Memorandum of Lease by and between CFLC Nashville, LLC and Bank of America, National Association, of record in Instrument No. 201407220064886, in the Register's Office of Davidson County, Tennessee.

5. Rights of the tenants in possession identified on the attached Exhibit A lease schedule, as tenants only, under unrecorded, unexpired leases with no right or option to purchase.