Karen Johnson Davidson County
Batch# 1347610 DEEDWARRSP
11/18/2025 11:58:30 AM 6 pgs
Fees: $33.00 Taxes: $40,700.00
20251118-0091811

This instrument prepared by
and return to:

Powell Coleman & Arnold, LLP
Attn: Michael A. Deahl
8080 N. Central Expressway, Suite 1380
Dallas, TX 75206

Name and Address of New Owner:	Send Tax Bills To:	Tax Map and Parcel No.:
41 Rachel Owner LLC 8111 Douglas Avenue Suite 600 Dallas, TX 75225	New Owner	107-00-0-143.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, **TRUIST BANK**, a North Carolina banking corporation, as successor in interest to Branch Banking and Trust Company, successor in interest to SunTrust Bank, successor by merger to SunTrust Service Corporation, ("**Grantor**"), does hereby bargain, sell, transfer and convey unto **41 RACHEL OWNER LLC**, a Delaware limited liability company ("**Grantee**"), the parcel or parcels of real estate situated in Davidson County, Tennessee and more particularly described on **Exhibit A**, including without limitation, all rights, easements and privileges appurtenant to said real estate, all buildings, structures, fixtures and other improvements (excluding without limitation the automated teller machine and any trade fixtures, security equipment, lighting, or signage used by the Seller in connection with its business operations at the Property) located on said real estate, and all of the Seller's interest, if any, in the land lying beneath the roads and rights-of-way adjoining the real estate (collectively, the "**Property**"):

PROVIDED THAT the Property is conveyed subject to the following restrictive covenants, which shall run with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee:

For a period of two (2) years after the date of this Deed, the Property shall not (i) be sold or (ii) be leased for the purpose of the operation of retail banking services, to any of the following parties or their affiliates, successors or assigns: Wells Fargo, Bank of America, JP Morgan Chase, PNC, Regions, Pinnacle, First Horizon, TD Bank, Fifth Third, Citi, TowneBank, and Synovus, and for a period of six (6) months after the date of this Deed, the Property shall not be used for Financial Services Purposes nor shall there be any signage, advertising or publication on the Property that relates to Financial Services Purposes. "**Financial Services Purposes**" shall be deemed to include any of the following: receiving deposits, making loans and mortgages generally to the public, payment processing, money transfer services, engaging in the sale of securities, wealth management, trust services, stock or mortgage brokerage, or insurance products and services (whether commercial or personal and including bonds and other instruments of suretyship or security and related products and services), all whether done by a state bank, national bank, savings and loan association, credit union, financial institution, brokerage firm, insurance company, wealth advisor, or other entity, and specifically including through the use of an automated teller machine or similar device; provided, however, this restriction shall be inapplicable to (1) a company which directly issues or provides insurance (whether commercial or personal), bonds, or other instruments of suretyship or security and related products and services to the public, and (2) any real estate brokerage or title insurance company that only incidentally provides any

of the above services. Upon request of the Grantee at any time following the expiration of such two (2) year period, the Grantor shall execute and deliver, in recordable form, a confirmation of the termination and release of these restrictive covenants (provided that the failure of the Grantor to execute and deliver such confirmation shall not nullify the termination and release of these restrictive covenants).

By the Grantee's acceptance and execution of this Deed, the Grantee acknowledges and agrees that a breach of the foregoing condition shall cause the Grantor irreparable harm and the Grantor shall have the right, in addition to all other rights and remedies available to the Grantor as a result of such breach, to obtain injunctive or other relief for the enforcement thereof. The Grantee further agrees that the Grantee shall reimburse the Grantor upon demand for all reasonable attorneys' fees and other costs incurred by the Grantor in connection with the enforcement of the foregoing condition;

This conveyance is made subject to (i) the lien of real estate taxes for 2025, which are not yet due and payable, (ii) all applicable laws (including zoning, building ordinances and land use regulations), (iii) all easements, restrictions, covenants, agreements, conditions, or other matters of record (other than any liens, mortgages or other similar encumbrances arising under the Grantor) that lawfully affect the Property or any part thereof, and (iv) all matters that may be revealed by a current and accurate survey or inspection of the Property (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD, the same, together with all appurtenances, estate, title and interest belonging to Grantee, its heirs, successors and assigns, forever.

Grantor covenants that it has full power and lawful authority to sell and convey the Property and it will warrant and defend the title against the lawful claims of all persons claiming the same by, through or under Grantee (except for Permitted Exceptions), but not further or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO SPECIAL WARRANTY DEED]

IN WITNESS WHEREOF, Grantor has executed this instrument as of the 13 day of November 2025.

TRUIST BANK, a North Carolina banking corporation

By: _____
Name: Christyne Albury
Title: Vice President

STATE OF Florida
COUNTY OF Orange

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Christyne Albury to me known (or provide to me on the basis of satisfactory evidence) to be the Vice President of **TRUIST BANK**, a North Carolina banking corporation, the within named Grantor, who acknowledged that he executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

WITNESS my hand at office this 13 day of November 2025.

[NOTARY SEAL]

ROSE BUTTS
Notary Public, State of Florida
Commission# HH 572313
My comm. expires July 20, 2028

_____
Notary Public

Rose Butts
Printed Name of Notary Public

My Commission Expires:

The actual consideration or true value, whichever is greater for this transfer is $11,000,000.00.

Affiant

Affiant

STATE OF IOWA)

COUNTY OF POLK)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Bonnie J. Bily and David Graves to me known (or provide to me on the basis of satisfactory evidence) to be the Managing Director and Sr. Development Manager of Principal Real Estate Investors, LLC, a Delaware limited liability company, the authorized signatory of USPP 41 Rachel Member, LLC, a Delaware limited liability company, the member of 41 Rachel JV, LLC, a Delaware limited liability company, the sole member of 41 Rachel Owner, LLC, a Delaware limited liability company, within named Grantee, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained on behalf of said company.

WITNESS my hand at office this 18th day of November 2025.

[NOTARY SEAL]

Notary Public

ALMA R. HACKBART
Commission Number 829340
My Commission Expires
January 7, 2027

Alma R. Hackbart
Printed Name of Notary Public
My Commission Expires: 1-7-2027

Signature page – Special Warranty Deed

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Lot 4 as shown on the Final Plat – Resubdivision of Lot 4, Royal Park Business Center of record in Book 8250, Page 865, on January 23, 1998 in the Office of the Register of Davidson County, Tennessee.

BEING the same property conveyed to SunTrust Service Corporation, a Florida corporation, by Deed from Royal Park Investments, L.P., a Tennessee limited partnership, by General Warranty Deed dated January 28, 1998 and recorded January 30, 1998 in Book 10776, Page 214, in the Office of the Register of Deeds of Davidson County, Tennessee; and

ALSO BEING the same property conveyed to SunTrust Service Corporation, a Florida corporation, by Quitclaim Deed from SunTrust Bank, Nashville, N.A., formerly Third National Bank in Nashville, dated January 28, 1998 and recorded January 30, 1998 in Book 10776, Page 218, in the Office of the Register of Deeds of Davidson County, Tennessee.

SunTrust Service Corporation was succeeded by SunTrust Bank.
SunTrust Bank was succeeded by merger into Branch Banking and Trust Company.
Branch Banking and Trust Company was succeeded by name change to Truist Bank, the Grantor herein.

Tennessee Certification of Electronic Document

I, Jonathan Keppel , 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 copy of the original document executed and authenticated according to law on November 13,2025 (date of document).

Jonathan Keppel

Affiant Signature

November 18, 2025

Date

State of New York

County of New York

Sworn to and subscribed before me this 18th day of November, 2025.

Notary's Signature

MY COMMISSION EXPIRES:_____

NOTARY'S SEAL

LIA N CAPOZZI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6357557
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES APRIL 24, 2029