Karen Johnson Davidson County
Batch# 1427887 DEEDQC
06/04/2026 10:07:30 AM 11 pgs
Fees: $57.00 Taxes: $0.00
20260604-0050450

Prepared by:
Carol H. Chirico
General Services Administration
Office of General Counsel

After Recording Return To: New Owner
Convention Center Authority of the
Metro Government of Nashville & Davidson County
201 Rep. John Lewis Way South,
Nashville, TN 37203

Send Tax Bills To:
New Owner

Map-Parcel Number
093 10 0 000.00 S/I 001

QUITCLAIM DEED

This indenture, made this 29th day of May 2026, by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services ("Grantor") with an address of 77 Forsyth St. S.W., Atlanta, GA 30303, under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, codified at 40 U.S.C. §545(b)(8), and regulations and orders promulgated thereunder and the CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY with an address of 201 Rep. John Lewis Way South, Nashville, TN 37203 ("Grantee").

WITNESSETH, the Grantor, in consideration of FIFTY-TWO MILLION, THIRTY THOUSAND AND 00/100 DOLLARS ($52,030,000) received from the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, remit, and forever quitclaim unto Grantee, its successors and assigns, in fee simple, without representation or warranty, express or implied, except as expressly stated herein, that certain property in the County of Davidson, State of Tennessee, consisting of a 1.3272-acre parcel of vacant land formerly known as Kefauver Parking Garage located at 811-B McGavock Street, Nashville, TN, and as more particularly described in legal description attached hereto as Exhibit A,

incorporated herein by reference and made part hereof, together with all easements, rights, hereditaments, appurtenances, strips, gores, development rights, and other rights and interests pertaining or appurtenant thereto (collectively, the "Property"). Grantor acknowledges that no portion of the abandoned right-of-way, formerly known as McGavock Street, is included in this conveyance.

SUBJECT to any and all existing conditions, restrictions, and easements, recorded or unrecorded, including, but not limited to, rights-of-way for public roads, highways, streets, railroads, electrical transmission lines, waterlines, pipelines, public utilities, and to encroachments, rights of ingress and egress, rights of any parties in possession, any unfiled mechanics' and materialmen's liens, and any matters that a detailed survey and inspection of the Property would reveal.

As-Is, Where-Is. Grantee acknowledges and accepts that Grantor is conveying the Property strictly on an "as is, where is" basis, without warranty, express or implied, with any and all latent and patent defects. Grantee acknowledges that Grantor has made the Property available for inspection by Grantee and Grantee's representatives. Grantee has inspected, or will have inspected prior to closing, the physical condition of the Property to the extent felt necessary by Grantee, including all improvements thereon, and accepts title to the same "as is" in its existing condition. Grantee acknowledges that it is not relying upon any representation, warranty statement or other assertion of the United States of America, as Grantor, including its agencies or any official, agent representative or employee of the foregoing, with respect to the Property's conditions. Except as otherwise set forth in the Purchase and Sale Agreement dated February 6, 2026 ("Contract"), Grantee is relying solely and wholly on Grantee's own examination of the Property, is fully satisfied with the Property, and accepts any liabilities or costs arising in connection with the condition of the Property, including, but not limited to any costs or liabilities pertaining to any environmental condition on the Property. Except as set forth in Section c, below, the United States of America and its agencies disclaim any and all express or implied warranties and specifically make no warranties of title, habitability, merchantability, suitability, fitness for any purpose, or any other warranty whatsoever. Grantee is put on notice that any prior grant and/or encumbrance may be of record and Grantee is advised to examine all public records available regarding the Property.

No employee or agent of Grantor is authorized to make any representation or warranty as to the quality or condition of the Property, merchantability, suitability or fitness of the Property for any use whatsoever, known or unknown to Grantor, or compliance with any environmental protection, pollution or land use laws, rules, regulations, orders, or requirements including, but not limited to, those pertaining to the handling, generating, treating, storing, or disposing of any hazardous waste or substance. In no event shall Grantor be responsible or liable for latent or patent defects or faults, if any, in the Property or for remedying or repairing the same including, without limitation, defects related to asbestos or asbestos-containing materials, lead, lead-based paint, underground storage tanks, mold, radon or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, utilities or other improvements shown on any plat of the Property.

Nothing in this "as is, where is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA covenant or any other statutory obligations.

NOTICE AND COVENANT REGARDING HAZARDOUS SUBSTANCE ACTIVITY.

Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

as amended (CERCLA) (42 U.S.C.§9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply: (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee. its successors or assigns. or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successors or assigns, seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors or assigns, shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession. The CERCLA Covenant and all environmental obligations and liabilities of Grantor expressly set forth herein shall survive delivery and recording of this Deed.

Reservation of Right of Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the Grantor, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be

coordinated with record title owner and shall be performed in a manner that minimizes interruption with Grantee's use and operation of the Property and the activities of authorized occupants. Grantor shall promptly repair and restore any damage or disturbance to the Property caused by Grantor's activities.

Underground Storage Tank (UST). The Grantee acknowledges that according to the Tennessee Department of Environment and Conservation an 8,200 gallon, gasoline Underground Storage Tank is located on the Property. The tank operated from 1984 to 1992. No additional documentation is available.

EXCESS PROFITS CLAUSE

(a) This covenant shall run with the land for a period of three (3) years from the Effective Date. With respect to the Property, if at any time within a 3-year period from the Effective Date, the Grantee, or its successors or assigns, shall sell or enter into an agreement to sell the Property, either in a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of the "Grantee's or a subsequent seller's actual allowable costs" will be remitted to the Grantor. In the event of a sale of less than the entire property, actual allowable costs will be apportioned to the Property based on a fair and reasonable determination by the Grantor.

(b) For purposes of this covenant, the following shall not constitute a sale or transfer of the Property triggering this covenant: (i) any lease, sublease, license, easement, declaration, or occupancy agreement; (ii) any mortgage, deed of trust, pledge, collateral assignment, or financing transaction; (iii) any transfer to an affiliate or entity controlling, controlled by, or under common control with Grantee; (iv) any merger, consolidation, restructuring, or internal reorganization involving Grantee or its affiliates; or (v) any conveyance for utility, infrastructure, governmental, or public use purposes.

(c) For purposes of this covenant, the term, "Grantee's or a subsequent seller's actual allowable costs" shall mean and include the following:

1. The purchase price of the Property;
2. The direct costs actually incurred and paid for improvements which serve only the Property, including road construction, storm and sanitary sewer construction, other public facilities or utility construction, building rehabilitation and demolition, landscaping, grading, and other site or public improvements;
3. The direct costs actually incurred and paid for design and engineering services with respect to the improvements described in subsection (2) of this paragraph (b); and
4. The finance charges actually incurred and paid in conjunction with loans obtained to meet any of the allowable costs enumerated in subsections (1) – (3) above.

(d) None of the allowable costs described in subsections (1) – (4) of this paragraph (b) will be deductible if defrayed by Federal grants or if used as matching funds to secure Federal grants.

(e) In order to verify compliance with the terms and conditions of this covenant, the Grantee, or its successors or assigns, shall submit an annual report for each of the subsequent three (3) years to the Grantor on each anniversary of the Effective Date of this deed. Each report will identify the Property

involved in this transaction and will contain the following items of information as are applicable at the time of submission:

1. A description of each portion of the Property that has been resold;
2. The sale price of each such resold portion of the Property;
3. The identity of each purchaser;
4. The proposed land use; and
5. An enumeration of any allowable costs incurred and paid that would offset any realized profit. If no resale has been made, the report shall so state.

(f) The Grantor may monitor the Property and inspect records reasonably related to compliance with this covenant during normal business hours upon reasonable prior written notice and subject to reasonable confidentiality requirements and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the Property.

(g) Prior to exercising any remedy under this covenant, Grantor shall provide written notice of the alleged default and Grantee shall have thirty (30) days following receipt of such notice to cure the alleged default.

The Property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations, and orders.

TO HAVE AND TO HOLD the above-described Property unto the said Grantee, its successors and assigns forever, on an as-is where-is basis, so that neither the said Grantor nor its assigns (other than the said Grantee), shall at any time claim or demand any right, title, or interest to the said hereinbefore described Property hereby conveyed or its appurtenances.

Being that same property described in and conveyed to the Grantor herein (or party of the first part) by Warranty Deeds of record at Book 4176, Pages 745-747, Book 4176, Pages 862-864 and Book 4149, Pages 365-371 in the Nashville-Davidson County Register's Office, Nashville, Tennessee.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name and on its behalf as of this 29th day of May 2026.

UNITED STATES OF AMERICA
Acting by and through the Administrator
of General Services

By: _____
Kristine L Carson, Director
Disposal Contracting Officer
Project Management Division - South
Office of Real Property Disposition
Public Buildings Service
General Services Administration

ACKNOWLEDGEMENT

STATE OF GEORGIA)
COUNTY OF DeKalb)

I, the undersigned, a Notary Public in and for the State of Georgia, do hereby certify that this day personally appeared before me in the state and county aforesaid, Kristine L. Carson, Disposal Contracting Officer, Real Property Disposition, General Services Administration, with whom I am personally acquainted, for and on behalf of the UNITED STATES OF AMERICA, who acknowledged he executed, signed and delivered the foregoing document dated the 29 day of May 2026. after being authorized to do so.

Given under my hand and seal this 29 day of May 2026.

_____
Notary Public
State of Georgia
My commission expires: June 12th, 2028

TOREY NEELEY PORTER NOTARY PUBLIC Exp. June 12, 2028 CLAYTON COUNTY, GA

EXHIBIT A

Legal Description

PARCEL I.D. 09310000200
DEED BOOK 1334 PAGE 190
REGISTER'S OFFICE OF DAVIDSON COUNTY

THE FOLLOWING PARCEL LIES IN DAVIDSON COUNTY, TENNESSEE, WITHIN THE CITY LIMITS OF NASHVILLE, SOUTHEAST OF THE INTERSECTION OF MCGAVOCK STREET AND 9TH AVENUE SOUTH.

THE POINT OF BEGINNING BEING A PK NAIL FOUND LYING ON THE EASTERN MARGIN OF 9TH AVENUE SOUTH, 24.2 FEET FROM CENTERLINE OF SAME, AND MORE SPECIFICALLY LOCATED AT TENNESSEE STATE PLANE COORDINATE- **NORTHING: 664,856.46 FEET, EASTING: 1,737,468.43 FEET**, U.S. SURVEY FOOT, TN-4100, NAD83(2011);

THENCE, LEAVING THE MARGIN OF SAID AVENUE AND ALONG MCGAVOCK PIKE, PUBLIC USE CLOSING SHOWN ON ORDINANCE NUMBER BL2010-752 IN THE ALLEY ACCEPTANCE AND MAINTENANCE MAP OF THE NASHVILLE METROPOLITAN GOVERNMENT **N63°03'24" E, 168.66** FEET TO A SURVEY MONUMENT FOUND ON THE WESTERN MARGIN OF A PUBLIC ALLEY:

THENCE, LEAVING THE MARGIN OF SAID MCGAVOCK STREET AND ALONG THE SAID MARGIN OF PUBLIC ALLEY **S 27°05'40" E. 340.78** FEET TO A MAGNAIL SET ON THE NORTHERN MARGIN OF DEMONBREUN STREET;

THENCE, LEAVING THE MARGIN OF THE PUBLIC ALLEY AND ALONG THE MARGIN OF SAID DEMONBREUN STREET **S 63°03'24" W. 170.64** FEET TO A MAGNAIL FOUND "CHASTAIN-SKILLMAN" ON THE EASTERN MARGIN OF THE AFOREMENTIONED 9TH AVENUE SOUTH:

THENCE, LEAVING THE MARGIN OF SAID DEMONBREUN AND ALONG THE SAID MARGIN OF 9TH AVENUE SOUTH **N 26°45'42" W, 340.78** FEET RETURNING TO THE POINT OF BEGINNING. CONTAINING **1.327** ACRES OR **57,813** SQUARE FEET. AS SURVEYED BY KIMLEY-HORN, SAM BILLINGSLEY, LIC.# 2652 ON THE DATE OF OCTOBER 30, 2024.

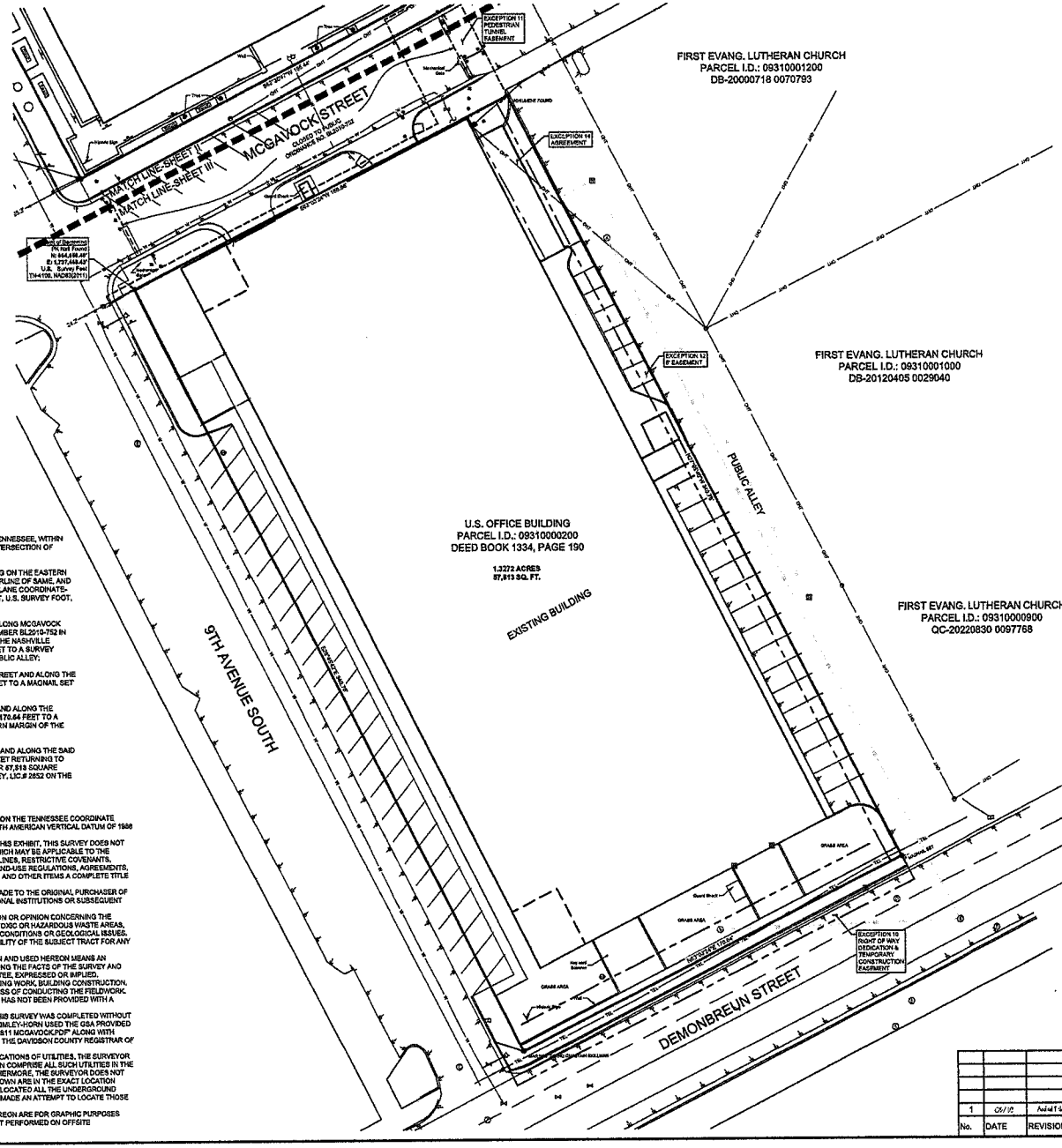
FURTHER DESCRIBED AS FOLLOWS:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DAVIDSON, STATE OF TENNESSEE, AND DESCRIBED AS FOLLOWS:

PARCELS NO. 2, 4, 5, 6 AND 7 (GARAGE PROPERTY) LAND LYING WITHIN THE CITY OF NASHVILLE, TENNESSEE BEING PARTS OF LOTS 22 AND 30 ON THE PLAN OF SOUTHFIELD

AS OF RECORD IN BOOK "N". PAGE 459, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE AND BEING.

19 BEGINNING AT A CONCRETE MONUMENT WHERE THE NORTHEAST MARGIN OF 9TH AVENUE SOTH INTERSECTS THE SOUTHEAST MARGIN OF MCGAVOCK STREET: THENCE WITH THE SOUTHEAST MARGIN OF MCGAVOCK STREET N 56 DEGREES 37 MINUTES EAST 170.25 FEET TO A CONCRETE MONUMENT: THENCE WITH THE SOUTHWEST MARGIN OF AN ALLEY S 32 DEGREES 49 MINUTES EAST 347.75 FEET TO A CONCRETE MONUMENT: THENCE WITH THE NORTHWEST MARGIN OF DEMONBREUN STREET S 56 DEGREES 37 MINUTES W 170.25 FEET TO A CONCRETE MONUMENT: THENCE WITH THE NORTH – EAST MARGIN OF 9TH AVENUE SOUTH NORTH 32 DEGREES 49 MINUTES WEST 347.75 FEET TO THE POINT OF BEGINNING. AND CONTAINING 1.359 ACREAS.



LEGEND

○	IRON PIN/PIPE FOUND	⊙	AIR CONDITIONING UNIT
□	CONCRETE	⊕	ELECTRIC METER/BOX
○	MANHOLE	⊕	FIBER OPTIC
⊕	SANITARY MANHOLE	⊕	GAS LINE
⊕	METER	⊕	POTENTIAL/GAS PIPELINE
⊕	MONUMENT/PK NAIL	⊕	SIGN (ROAD)
⊕	POLE	⊕	SIGN, SPRINKLER/WASTEWATER
⊕	STORMWATER TANK	⊕	STEAM MANHOLE
⊕	VALVE (UTILITY/WATER)	⊕	TELEPHONE
⊕	WELL	⊕	TELEPHONE
⊕	WELL	⊕	UNIDENTIFIED
⊕	CABLE TV	⊕	WATER
⊕	FIRE SPRINKLER CONNECTION	⊕	BOUNDARY MARKER (LEAD PLUG)
⊕	FIRE HYDRANT	⊕	BOUNDARY MARKER (SET MAG NAIL)
⊕	GAS VALVE	⊕	EXTERIOR MARKER (LATH)
⊕	WATER VALVE	⊕	MONUMENT (CONCRETE)
⊕	TRAFFIC SIGNAL	⊕	PUBLIC SIGN
⊕	TRAFFIC CONTROL BOX	⊕	ELECTRIC METER
⊕	TRAFFIC LIGHT POLE	⊕	ELECTRIC TRANSFORMER
⊕	TRAFFIC SIGNAL	⊕	GAS VALVE/METER
⊕	TRAFFIC SIGNAL	⊕	MAILBOX (MB)
⊕	FLASHING BEACON	⊕	SIGN
⊕	ROOF DRAIN	⊕	WATER METER/VALVE
⊕	HEAT PUMP	⊕	TOWER/TANK
⊕	DRAINAGE MANHOLE	⊕	LIGHT
⊕	DRAINAGE INLET	⊕	HANDICAP PARKING
⊕	MECHANICAL UNIT	⊕	HANDICAP/ACCESSIBLE
⊕	AREA INLET	⊕	SIGNS (GENERIC)
⊕	AIR VENT	⊕	ELECTRICAL/TELEPHONE
⊕	SANITARY MAN. CLEAN OUT	⊕	BENCH MARK (BM)
⊕	LIGHT	⊕	SPOT ELEVATION
⊕	FLOOD LIGHT	⊕	HAND HOLE / BOX
⊕	GUY WIRE/ANCHOR	⊕	CAST IRON MONUMENT FOUND
⊕	GUY ANCHOR POLE	⊕	ALUMINUM MONUMENT FOUND
⊕	UTILITY POLE	⊕	1/2" REBAR W/ CAP "KIMLEY-HORN" SET
P.O.B.	POINT OF BEGINNING	⊕	5/8" REBAR W/ CAP "KIMLEY-HORN" SET
P.O.C.	POINT OF COMMENCING	⊕	MAG NAIL SET

LINE TYPE LEGEND

	BOUNDARY LINE
	ADJACENT PROPERTY LINE
	EASEMENT LINE
	RIGHT-OF-WAY LINE
	CENTER LINE
	EASEMENT (WATER LINE)
	EASEMENT (SEWER LINE)
	OVERHEAD UTILITY LINE
	UNDERGROUND UTILITY LINE
	UNDERGROUND ELECTRIC LINE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND TV CABLE LINE
	WATER LINE
	SANITARY SEWER LINE
	STORM DRAINAGE
	ASPHALT PAVEMENT

LEGAL DESCRIPTION AS SURVEYED

THE FOLLOWING PARCEL LIES IN DAVIDSON COUNTY, TENNESSEE, WITHIN THE CITY LIMITS OF NASHVILLE, SOUTHEAST OF THE INTERSECTION OF MCGAVOCK STREET AND 9th AVENUE SOUTH.

THE POINT OF BEGINNING BEING A PK NAIL FOUND LYING ON THE EASTERN MARGIN OF 9th AVENUE SOUTH, 24.2 FEET FROM CENTERLINE OF SAME, AND MORE SPECIFICALLY LOCATED AT TENNESSEE STATE PLANE COORDINATES- NORTHING: 664,856.46 FEET, EASTING: 1,737,448.45 FEET, U.S. SURVEY FOOT, TN-4100, NAD83(2011);

THENCE, LEAVING THE MARGIN OF SAID AVENUE AND ALONG MCGAVOCK PIKE, PUBLIC USE CLOSING SHOWN ON ORDINANCE NUMBER BL2010-752 IN THE ALLEY ACCEPTANCE AND MAINTAINENCE MAP OF THE NASHVILLE METROPOLITAN GOVERNMENT N83°53'34" E, 188.88 FEET TO A SURVEY MONUMENT FOUND ON THE WESTERN MARGIN OF A PUBLIC ALLEY;

THENCE, LEAVING THE MARGIN OF SAID MCGAVOCK STREET AND ALONG THE SAID MARGIN OF PUBLIC ALLEY S 27°05'40" E, 340.76 FEET TO A MAGNAIL SET ON THE NORTHERN MARGIN OF DEMONBREUN STREET;

THENCE, LEAVING THE MARGIN OF THE PUBLIC ALLEY AND ALONG THE MARGIN OF SAID DEMONBREUN STREET S 63°03'24" W, 170.64 FEET TO A MAGNAIL FOUND "CHASTAIN-SKILLMAN" ON THE EASTERN MARGIN OF THE AFOREMENTIONED 9TH AVENUE SOUTH;

THENCE, LEAVING THE MARGIN OF SAID DEMONBREUN AND ALONG THE SAID MARGIN OF 9th AVENUE SOUTH N 26°45'40" W, 348.79 FEET RETURNING TO THE POINT OF BEGINNING. CONTAINING 1.327 ACRES OR 57,813 SQUARE FEET, AS SURVEYED BY KIMLEY-HORN, SAM BILLINGSLEY, LIC.# 2552 ON THE DATE OF OCTOBER 30, 2024.

NOTES

1. THE BEARING SYSTEM FOR THIS SURVEY IS BASED ON THE TENNESSEE COORDINATE SYSTEM OF 1983, VERTICAL RELIEF BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 GEOID18.
2. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS EXHIBIT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT TRACT: EASEMENTS, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AGREEMENTS, LEASE AGREEMENTS, OWNERSHIP TITLE EVIDENCE AND OTHER ITEMS A COMPLETE TITLE REVIEW WOULD REVEAL.
3. ANY DECLARATION MADE HEREON OR HEREIN IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. THIS SURVEY DOES NOT PROVIDE A DETERMINATION OR OPINION CONCERNING THE LOCATION OF EXISTING WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE, SUBSURFACE AND ENVIRONMENTAL CONDITIONS OR GEOLOGICAL ISSUES. NO STATEMENT IS MADE CONCERNING THE SUITABILITY OF THE SUBJECT TRACT FOR ANY INTENDED USE, PURPOSE OR DEVELOPMENT.
5. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
6. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
7. AS OF THE DATE OF THIS SURVEY, THE SURVEYOR HAS NOT BEEN PROVIDED WITH A ZONING REPORT.
8. PER CLIENT INSTRUCTIONS RECEIVED 2/18/2025, THIS SURVEY WAS COMPLETED WITHOUT THE USE OF A TITLE COMMITMENT. AS A RESULT, KIMLEY-HORN USED THE GSA PROVIDED "TITLE SEARCH REPORT (REV 1)- 501 BROADWAY & 511 MCGAVOCK.PDF" ALONG WITH AVAILABLE PUBLIC RECORDS OBTAINED THROUGH THE DAVIDSON COUNTY REGISTRAR OF DEEDS.
9. THIS SURVEY REFLECTS THE ABOVE GROUND INDICATIONS OF UTILITIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE, OR ABANDONED. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL THE UNDERGROUND UTILITIES, OR OTHER BURIED FEATURES, BUT HAS MADE AN ATTEMPT TO LOCATE THOSE VISIBLE OR INDICATED.
10. OFFSITE APPURTENANT EASEMENT(S) SHOWN HEREON ARE FOR GRAPHIC PURPOSES ONLY. AN ALTA/NSPS LAND TITLE SURVEY WAS NOT PERFORMED ON OFFSITE APPURTENANT EASEMENT(S).

NORTH

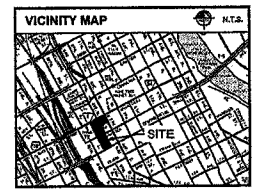
GRAPHIC SCALE IN FEET
0 20 40 80
1" = 20' @ 24X36

HORIZONTAL DATUM: NAD83 TN LWRT (FIPS 4100)
VERTICAL DATUM: NAVD 88 GEOID 18

INSTRUMENT
TRIMBLE S9 OR PLUS ROBOTIC TOTAL STATION

GPS
TRIMBLE R12 GNSS RTK ROVER USING BASE STATION CORRECTIONS FROM TDOT NETWORK TO ACHIEVE STATE PLANE COORDINATES

VICINITY MAP N.T.S.



SCHEDULE B, PART II - EXCEPTIONS:

CHICAGO TITLE INSURANCE COMPANY TITLE REPORT: 10985982 23-0292

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THE FORM. NONE OBSERVED.
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. NONE OBSERVED.
3. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. NONE OBSERVED.
4. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. NONE OBSERVED.
5. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. NONE OBSERVED.
6. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS. NONE OBSERVED.
7. IF IMPROVEMENTS ARE COMPLETED AFTER JANUARY 1 OF ANY YEAR, AND THE LAW, PURSUANT TO TCA 67-5-509 AND TCA 67-5-803, REQUIRES SUPPLEMENTAL ASSESSMENT FOR THE YEAR IN WHICH IMPROVEMENTS ARE COMPLETED, THE COMPANY ASSUMES NO LIABILITY FOR TAXES ASSESSED BY CORRECTION OR SUPPLEMENTAL ASSESSMENT. NOT A SURVEY MATTER.
8. TAXES FOR THE YEAR 2023, A LIEN NOT YET DUE AND PAYABLE. NOT A SURVEY MATTER.
9. SUBJECT TO ALL MATTERS SHOWN ON THE PLAN OF RECORD IN PLAT BOOK N, PAGE 459, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
   AFFECTS PARCEL (S): ALL NOT PLOTTABLE.
10. RIGHT OF WAY EASEMENT OF RECORD IN INSTRUMENT NUMBER 20070703-0079429, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
    AFFECTS PARCEL (S): 002.00 AFFECTS SURVEYED PROPERTY AS SHOWN.
11. EASEMENT FOR UNDERGROUND PEDESTRIAN TUNNEL OF RECORD IN BOOK 4698, PAGE 749, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
    AFFECTS PARCEL (S): 002.00 AFFECTS SURVEYED PROPERTY AS SHOWN.
12. EASEMENT FOR SANITARY SEWER/STORM DRAINAGE OF RECORD IN BOOK 9567, PAGE 787, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
    AFFECTS PARCEL (S): 002.00 AFFECTS SURVEYED PROPERTY AS SHOWN.
13. PARTYWALL EASEMENTS OF RECORD IN BOOK 529, PAGE 66 (AS TO PARCEL 031I.09) AND BOOK 2015, PAGE 366 (PARCEL 002.00), IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. DOES NOT AFFECT SURVEYED PROPERTY, PARTYWALL HAS BEEN DEMOLISHED.
14. AGREEMENT OF RECORD IN BOOK 2103, PAGE 545, IN THE REGISTER'S OFFICE FOR DAVIDSONTITLE SEARCH REPORT PAGE 6 OF 8
    AFFECTS PARCEL (S): 002.00 AFFECTS SURVEYED PROPERTY AS SHOWN. UNCLEAR AS TO THE NATURE OF THE AGREEMENT.
15. EASEMENT RETAINED UNDER ORDINANCE NO. BL2010-752 OF METRO COUNCIL, NOT OF RECORD.
    AFFECTS PARCEL (S): 002.00 AFFECTS SURVEYED PROPERTY AS SHOWN.
16. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES, AND ANY MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE LAND. NONE OBSERVED.
17. NO INSURANCE IS OFFERED TO TITLE TO THAT PORTION OF THE PREMISES EMBRACED WITHIN THE BOUNDS OF ANY ROADS, STREETS, OR HIGHWAYS. PUBLIC RIGHT OF WAY IS CORRECTLY SHOWN.
18. ACREAGE CONTENT OF THE SUBJECT PROPERTY IS NOT HEREBY INSURED. REFERENCE TO ACREAGE IS MADE IN THE DESCRIPTION MERELY FOR CONVENIENCE IN IDENTIFYING THE TRACT. AREA VALUES ARE CORRECTLY SHOWN.
19. NOTE: A PORTION OF THE SUBJECT PROPERTY (MAP 093-09-311.00) CONTAINS PROPERTY FOR WHICH NO VESTING DOCUMENT(S) COULD BE FOUND. SEE HIGHLIGHTED AREA OF TAX MAP MARKED "MISSING PROPERTY". NO TITLE ON SAID PORTION COULD BE FOUND. ADVERSE RIGHTS MAY EXIST

SURVEYOR'S CERTIFICATION

This is to certify that this map and the survey upon which it is based were made in accordance with Chapter 0820-03, Standards of Practice as adopted by the Tennessee State Board of Examiners for Land Surveyors. As per Chapter 0820-03-05, Standards of Practice as adopted by the Tennessee State Board of Examiners for Land Surveyors, this survey meets or exceeds the standards set forth for a Category I Survey.
This survey was prepared for the exclusive use of the person or entity named in the certificate and does not extend to any unnamed person or entity without an express re-certification by the surveyor naming said person or entity.
Kimley-Horn Associates

Survey Date: March 18, 2025

BY: _____
TN. R.L.S. NO. 2552
SURVEYOR'S PRINTED NAME: SAM BILLINGSLEY
Kimley-Horn and Associates, Inc.
10 Lea Ave Suite 400
Nashville, TN 37210
Ph. (615) 564-2701
Sam.Billingsley@kimley-horn.com

SAM BILLINGSLEY — 2552 — REGISTERED LAND SURVEYOR — STATE OF TENNESSEE

ALTA/NSPS LAND TITLE SURVEY
Federal Building Nashville
U.S. Office Building
Deed Book 1334 Page 190
PARCEL ID: 09310000200
800 Demonbreun Street
Nashville, Tennessee 37203
Davidson County, Tennessee

No.	DATE	REVISION DESCRIPTION
1	05/12	Added Title Commitment

Kimley»Horn
10 Lea Ave Suite 400, Nashville, Tennessee 37210 — Tel. No. (615) 564-2701 — www.kimley-horn.com

Drawn by	Checked by	Date	Project No.	Sheet No.
KJH	SCB	Mar. 18, 2025	118275015	3 OF 3

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20260604005045O

The following oath of consideration is required on all deeds transferring property:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or true value, whichever is greater for this transfer is
$ 52,030,000.00 *

Affiant Kristine L. Carson

Subscribed and sworn before me, this 29 day of May, 2026

Notary

TOREY NEELEY PORTER NOTARY PUBLIC CLAYTON COUNTY, GA

* Exempt Transaction - TCA Code 67-4-109(f)(1)

Certificate of Authenticity

I, Jeananne Thompson, 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 6/2/2026.

Date

Jeananne Thompson

Affiant Signature

6/2/2026

Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 2 day of June, 2026.

Dongelia Davis

Notary's Signature

My Commission Expires: 1/22/2029

Date

Notary's Seal (if on paper)

DONGELIA DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

202606040050450