Karen Johnson Davidson County
Batch# 1445906 DEEDWARRSP
07/14/2026 11:40:30 AM 6 pgs
Fees: $33.00 Taxes: $4,176.58
20260714-0063457

This instrument prepared by:
Kadee Kelley, Esq.
Dillard Tennessee Operating LP
1600 Cantrell Road
Little Rock, AR 72201

After recording return to:
Meagan Webb, Esq.
Merus LLC
302 W. Third St., Suite 300
Cincinnati, OH 45202

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Map Parcel Numbers
RIVERGATE MP HOLDINGS LLC c/o Merus LLC 302 W. Third St., Suite 300 Cincinnati, OH 45202	Same as new owner address	Parcel Nos.: Portions of 034-02-0-077.0 and 026-14-0-061.0

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 consideration accepted as cash, the receipt and sufficiency of which is hereby acknowledged, **DILLARD TENNESSEE OPERATING LIMITED PARTNERSHIP,** a Tennessee limited partnership ("Grantor"), has this day bargained and sold, and do hereby transfer and convey unto **RIVERGATE MP HOLDINGS LLC,** an Ohio limited liability company ("Grantee"), its successors and assigns, that certain tract or parcel of land in Davidson County, Tennessee, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"). This is improved Property, commonly known as part of 1000 Rivergate Pkwy, Goodlettsville, TN.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever. Grantor covenants that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey the Property, and that the Property is unencumbered, except for applicable zoning and building regulations, all easements, restrictions, covenants, conditions and limitations of record, and the current year real estate taxes, which are to be prorated.

Grantee acknowledges and agrees that Grantor has not made, does not make and has not authorized anyone to make, any warranty or representation as to any written or oral agreements relating to the Property, the present or future physical condition, development potential, zoning, building or land use law or compliance therewith (including, without limitation, the Americans with Disabilities Act), operation, income generated by, or Grantor's interest in the Property or any other matter or thing affecting or relating to the Property. **Grantee expressly acknowledges that Grantee is not relying on any warranty or representation from Grantor. Grantee expressly**

acknowledges that Grantee hereby accepts the Property in every respect in "AS IS, WHERE IS, WITH ALL FAULTS CONDITION."

GRANTOR FURTHER COVENANTS and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to said Grantee, its successors and assigns, against the lawful claims of all persons, claiming by, through, or under grantor herein, but no further or otherwise.

[GRANTOR SIGNATURE ON THE FOLLOWING PAGE]

Witness my hand this 9th day of July, 2026, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

DILLARD TENNESSEE OPERATING LIMITED PARTNERSHIP,
a Tennessee limited partnership

By: TNLP InvestCo., LLC,
a Texas limited liability company
Its General Partner

By: Dillard's Inc.,
a Texas corporation
its ultimate parent corporation

By: _____
Chris B. Johnson, Senior Vice President

Date: July 9, 2026

STATE OF ARKANSAS

COUNTY OF PULASKI

Before me, Kathryn Kelley, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Chris B. Johnson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior Vice President of Dillard's, Inc., the ultimate parent corporation of DILLARD TENNESSEE OPERATING LIMITED PARTNERSHIP, a Tennessee limited partnership, the within named Grantor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as such officer.

WITNESS my hand, at office, this 9th day of July, 2026.

KRKelley
Notary Public
My Commission Expires: 9-12-2032

KATHRYN R. KELLEY
COMM. EXP.
9-12-2032
No. 12390384
PULASKI
COUNTY
NOTARY PUBLIC - ARKANSAS

OATH OF CONSIDERATION

STATE OF ARKANSAS)
COUNTY OF PULASKI)

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 **$1,128,806.65**, WHICH AMOUNT IS EQUAL TO OR GREATER THAN THE AMOUNT WHICH THE PROPERTY WOULD COMMAND AT A FAIR AND VOLUNTARY SALE.

AFFIANT:

RIVERGATE MP HOLDINGS LLC,
an Ohio limited liability company

By: Merus LLC,
an Ohio limited liability company
its Manager

By: _____
Stephanie P. Gaither, EVP & COO, Real Estate

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th
DAY OF July, 2026.

Meagan D. Webb
NOTARY PUBLIC

My Commission expires: See Below

NOTARIAL SEAL STATE OF OHIO

MEAGAN D. WEBB
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

TRACT 1

COMMENCING at a point in the easterly boundary of the Rivergate MP Holdings, LLC property; thence South 67°29'47" West, a distance of 297.89 feet to the **POINT OF BEGINNING**; thence South 67°29'47" West, a distance of 7.34 feet to a point; thence North 74°31'24" West, a distance of 258.84 feet to a point; thence North 15°29'55" East, a distance of 393.76 feet to a point; thence South 26°59'58" East, a distance of 102.82 feet to a point; thence South 16°25'06" East, a distance of 369.14 feet to the **POINT OF BEGINNING** containing 56,167 square feet, or 1.289 Acres, more or less.

TRACT 2

COMMENCING at a point in the easterly boundary of the Rivergate MP Holdings, LLC property; thence South 67°29'47" West, a distance of 179.75 feet to the **POINT OF BEGINNING**; thence South 67°29'47" West, a distance of 33.66 feet to a point; thence North 21°58'31" West, a distance of 371.54 feet to a point; thence North 26°58'31" West, a distance of 160.51 feet to a point; thence North 07°39'56" East, a distance of 224.55 feet to a point; thence South 74°45'45" East, a distance of 34.50 feet to a point; thence with a curve to the left having a radius of 275.00 feet, an arc length of 48.35 feet, and a chord bearing and distance of South 79°47'56" East, 48.28 feet to a point; thence South 84°50'07" East, a distance of 120.44 feet to a point; thence with a curve to the left having a radius of 25.00 feet, an arc length of 37.20 feet, and a chord bearing and distance of North 52°32'05" East, 33.86 feet to a point; thence North 10°28'17" East, a distance of 6.05 feet to a point; thence South 82°18'31" East, a distance of 78.94 feet to a point; thence South 07°48'13" West, a distance of 335.31 feet to a point; thence South 07° 49' 29" West, a distance of 355.88 feet to the **POINT OF BEGINNING** containing 143,505 square feet, or 3.294 Acres, more or less.

Being part of the same property conveyed to DILLARD TENNESSEE OPERATING LIMITED PARTNERSHIP, a Tennessee limited partnership, by Special Warranty Deed dated January 7, 1998 from Corporate Property Investors, a Massachusetts Business Trust, Bessemer Trust Company, a New Jersey Corporation ("Bessemer"), Stuart S. Janney, III ("Janney"), and Simon Sidamon-Eristoff, as Co-Trustees of the Trust under Article Ninth of the Last Will and Testament of Howard Phipps, Deceased; and Bessemer, Janney and Martha P. Maguire, as Co-Trustees of the Trust Under Article Tenth of the Last Will and Testament of Howard Phipps, Deceased, of record in Book 10750, Page 292, Register's Office for Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Savannah Suiters, 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 7/8/24 (date of document).

Affiant Signature

7/13/2024
Date

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 13 day of July, 2024.

Notary's Signature

MY COMMISSION EXPIRES: 1/22/2029

NOTARY'S SEAL

DONGELIA DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON