BILL GARRETT, Davidson County
Trans:T20090052649 DEEDWARR
Recvd: 08/04/09 10:17 8 pgs
Fees:43.00 Taxes:12580.00
20090804-0072811

After recording return to and
This document prepared by:
David L. Lester, Esq.
Six Concourse Parkway
Suite 1800
Atlanta, Georgia 30328

new owner
Send Tax Bills To:
Cohesion LLC
c/o Renovo Services, LLC
120 North LaSalle Street, Suite 3300
Chicago, Illinois 60602

Street Address of Subject Property: Improved Property located at 435 Metroplex Drive, Nashville, Davidson County, Tennessee (Tax Map 134-258.00); and Improved Property located at 440 Metroplex Drive, Nashville, Davidson County, Tennessee (Tax Map 134-306.00)

STATE OF TENNESSEE

COUNTY OF DAVIDSON

**WARRANTY DEED**

THIS INDENTURE, made and delivered effective as of the 31st day of July, 2009, by MANHEIM TENNESSEE, INC., a Delaware corporation, formerly known as Remarketing Solutions, Inc., a Delaware corporation, whose mailing address is 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328 (hereinafter collectively referred to as "Grantor"), to COHESION LLC, a Delaware limited liability company, whose mailing address is 120 North LaSalle Street, Suite 3300, Chicago, Illinois 60602 (hereinafter referred to as "Grantee"); (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors, and assigns where the context requires or permits, whether voluntary by act of the parties, or involuntary by operation of law);

WITNESSETH:

GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee, all that tract or parcel of land located in the City of Nashville, Davidson County, Tennessee, which property is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

TOGETHER WITH all rights, members, easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, emblements, and appurtenances in any way belonging, relating, or appertaining to the Property.

This conveyance is made subject to, and there is excepted from the warranty covenants hereunder, the matters identified on Exhibit "B" attached hereto (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use and benefit of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor does hereby covenant with the said Grantee that it is lawfully seized in fee of the afore-described real estate; that it has a good right to sell and convey the same; and that it will warrant and forever defend the right and title to the Property unto the said Grantee against the claims of all persons whomsoever claiming the same or any part thereof by, through, or under Grantor.

*[Signature on Following Page]*

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by and through its duly authorized officer the day and year first above written.

GRANTOR

MANHEIM TENNESSEE, INC., a Delaware corporation, formerly known as Remarketing Solutions, Inc., a Delaware corporation

By: _____(SEAL)
Name: Michael J. Langhorne
Title: Vice President

ACKNOWLEDGEMENT

STATE OF GEORGIA

COUNTY OF FULTON

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared Michael J. Langhorne, 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 Vice President of Manheim Tennessee, Inc., a Delaware corporation, formerly known as Remarketing Solutions, Inc., a Delaware corporation, the within named bargainor, and that as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at office this 31st day of July, 2009.

_____
NOTARY PUBLIC
7-11-2010
My Commission Expires:

STATE OF Georgia

COUNTY OF Fulton

I hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,400,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Michael J. Langhorne

Subscribed and sworn to before me, this the 31st day of July, 2009.

V. Karolyn Smith
NOTARY PUBLIC

7-11-2010
My Commission Expires:

V. KAROLYN SMITH NOTARY PUBLIC GEORGIA DeKalb County

*[Signature Page to Warranty Deed – Renovo]*

## EXHIBIT "A"

### Legal Description

Parcel I (435 Metroplex Drive):

Land in Davidson County, Tennessee, being Lot 4 of Metroplex, Section 5, as shown on the Plan of record in Book 5190, Page 776, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in a curve in the Southerly margin of Metroplex Drive, said point being 951 feet, more or less, Northerly from the Northerly margin of Harding Place, said point also being 447 feet, more or less, Northerly from the Northeast corner of Section Four, Metroplex:

Thence, leaving said Southerly margin South 02°16' West, 357.27 feet to a point in the Northerly line of said Section Four, Metroplex, said point being North 88°55'50" West, 236.16 feet from the Northeast corner of said subdivision;

Thence, with said Northerly line North 88°55'50" West, 155.00 feet to a monument, the Northwest corner of said subdivision;

Thence, South 02°16' West, 22.40 feet to a monument, the Northeast corner to the Resubdivision of Lot No. 2, Harding Place;

Thence, with the Northerly line to said Resubdivision North 87°44' West, 158.66 feet;

Thence, leaving said line at right angles North 02°16' East, 399.81 feet to said Southerly margin of Metroplex Drive;

Thence, at right angles with said margin South 87°44' East, 213.12 feet to a monument;

Thence, continuing with said margin a curve to the right having a radius of 307.32 feet, a central angle of 19°05'22", a tangent distance of 51.67 feet, a chord of South 78°11'19" East, 101.92 feet, with the arc of said curve 102.39 feet to the Point of Beginning.

Being the same property conveyed by Warranty Deed of record in Instrument No. 20021114-0141381, in the Register's Office, Davidson

County, Tennessee, and by Corrective Warranty Deed of record in Instrument No. _____, said Register's Office.

Parcel II (440 Metroplex Drive):

Being a parcel of land in Nashville, First Civil District, twenty-seventh Councilmanic District Davidson County Tennessee, generally located northwest of Harding Place and between Metroplex Drive and Antloch Pike, being Lot 1 on the Plot, Metroplex Section Thirteen as of record in Book 9700, Page 84, R.O.D.C. and being more particularly described as follows:

BEGINNING at an existing iron pin in the northerly right-of-way line of Metroplex Drive, said iron pin being approximately 951.00 feet from the intersection of Metroplex Drive and Harding Place as measured along said right-of-way line of Metroplex Drive:

THENCE, with said right-of-way line of Metroplex Drive, the following calls:

along a curve to the left 203.76 feet to an iron pin set: said curve having a central angle of 31'47'01", a radius of 367.32 feet, a tangent of 104.58 feet, and a chord of North 71'50'20" West, 201.76 feet:

North 87'43'49" West, 28.44 feet to a point in the southwesterly corner of the herein described parcel;

THENCE, leaving said right-of-way line of Metroplex Drive with a severance line the following calls:

North 01°16'38" East, 60.59 feet to a point;
North 25°35'31" East, 206.74 feet to a point;
North 05°11'06" West, 12.02 feet to a point;
North 26°14'10" West, 54.69 feet to a point
North 19°22'05" East, 25.03 feet to a point;
North 29°30'38" East, 48.49 feet to a point;
South 53°17'14" East, 233.06 feet to a point;

South 85°40'57" East, 27.40 feet to an iron pin set in the southeasterly boundary corner of the property conveyed to Thomas E. Williams, et ux as of record in Book 8945, Page 645, R.O.D.C.;

THENCE, with the southerly boundary line of said property conveyed to Thomas E. Williams, South 51°55'44" East 50.00 feet to an existing iron pin in the northeasterly boundary corner of property

conveyed to Colonial Storage Centers III, Ltd. as of record in Book 9552, Page
284, RO.D.C.;

THENCE; with the westerly boundary line of said property conveyed to Colonial Storage Centers III, Ltd., South 25°53'19" West, 295.08 feet to the Point of Beginning.

Being the same property conveyed by Warranty Deed of record in Instrument 20021114-0141381, in the Register's Office for Davidson County, Tennessee and by Corrective Warranty Deed of record in Instrument No. 20090804-0072809 said Register's Office.

## EXHIBIT "B"

### Permitted Encumbrances

The following matters shall be defined as "Permitted Encumbrances": (a) liens for taxes, fees, levies, duties or other governmental charges of any kind which are not yet due and payable; (ii) liens for mechanics, materialmen, laborers, employees, suppliers or similar liens arising by operation of law for sums which are not yet delinquent and which do not materially and adversely affect the current use and enjoyment of the Property; and (iii) applicable laws, zoning, building or similar restrictions relating to or affecting the Property which are not violated by the current use or occupancy of such Property or the current operation of the business conducted thereon as of the date hereof.