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This Instrument Prepared By:
Kenneth P. Ezell, Jr.
Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.
Baker Donelson Center, Suite 800
211 Commerce Street
Nashville, Tennessee 37201

BILL GARRETT, Davidson County
Trans:T20140057927 DEEDWARRSP
Recvd: 08/07/14 14:21 9 pgs
Fees:48.00 Taxes:132090.00
20140807-0071278

SPECIAL WARRANTY DEED

Address New Owner as Follows:	*Send Tax Bills To*
LIGHTNING PROPCO III, LLC c/o TPG Capital, L.P. 301 Commerce Street, Suite 3300 Fort Worth, Texas 76102	Same
Map & Parcel Nos.:134-193.00, 134-32.00, 134-001.00	

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, and other good and valuable consideration, receipt of which is hereby acknowledged, PROLOGIS-NORTH CAROLINA LIMITED PARTNERSHIP, a Delaware limited partnership, formerly known as SCI-North Carolina Limited Partnership ("Grantor"), has bargained and sold and does hereby transfer and convey unto LIGHTNING PROPCO III, LLC, a Delaware limited partnership ("Grantee"), its successors and assigns, a certain tract of land located in Davidson County, Tennessee and described as follows (the "Property"):

See Exhibit A

This is improved property known as 201-236, 301-314, 401-404, 501-533, 601-629, 701-725, 800 and 1001 Space Park Drive, Nashville, TN 37211.

TO HAVE AND TO HOLD the Property, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining, to the said Grantee, its successors and assigns, forever.

AND Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple and that it has good right to sell and convey the same.

AND Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise, subject however to the matters set forth on Exhibit B.

Dated: August 1, 2014

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

PROLOGIS-NORTH CAROLINA LIMITED PARTNERSHIP, a Delaware limited partnership, formerly known as SCI-North Carolina Limited Partnership

By: ProLogis North Carolina GP LLC, a Delaware limited liability company, its general partner

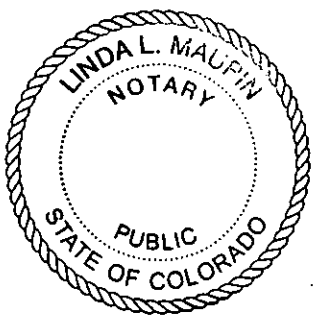
By: Prologis, a Maryland real estate investment trust, its sole member

By: _____
Name: Michael T. Blair
Title: Managing Director and Assistant Secretary

STATE OF COLORADO

COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 30th day of July, 2014 by Michael T. Blair, as Managing Director and Assistant Secretary of Prologis, a Maryland real estate investment trust, on behalf of said real estate investment trust; said real estate investment trust being the sole member of ProLogis North Carolina GP LLC, a Delaware limited liability company; said limited liability company being the general partner of ProLogis-North Carolina Limited Partnership, a Delaware limited partnership.



_____
Notary Public
My Commission Expires: June 21, 2016

I hereby swear or affirm that to the best of undersigned's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $35,700,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

GRANTEE:

LIGHTNING PROPCO III, LLC,
a Delaware limited liability company

By: _____
Name: C. William Hosler
Title: Executive Vice President

STATE OF §

COUNTY OF §

This instrument was acknowledged before me on the _____ day of July, 2014, by C. William Hosler, Executive Vice President, of Lightning PropCo III, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

California All Purpose Acknowledgement Form

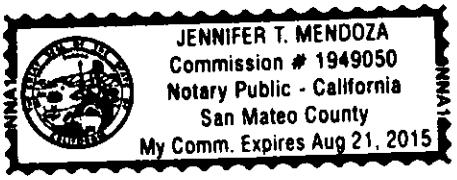
State of California)

County of Alameda)SS

On July 25, 2014, before me, Jennifer T. Mendoza, Notary Public, personally appeared C. William Hosler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Jennifer T. Mendoza
Commission number 1949050
Commission expiration August 21, 2015

Exhibit A

Legal Description

A certain parcel of land lying in Nashville, Davidson County, Tennessee, more particularly described as follows:

Unless stated otherwise, any monument referred to herein as an iron pin set is a 5/8" rebar 18" in length with plastic cap stamped "K. Crowe #1979". All bearing are based on Geodetic North by G.P.S. observations dated 09-14-2013.

BEGINNING at a PK Nail set in pavement on the north right-of-way of Antioch Pike, varied right-of-way, corner to Diane & Theodore Louge (Deed Book 7411, Page 897);
THENCE, along said right-of-way of Antioch Pike N 71°59'26" W a distance of 574.82' to an existing iron pin at the intersection of the north right-of-way of Antioch Pike and the east right-of-way of Space Park Drive, varied right-of-way;
THENCE, leaving said right-of-way of Antioch Pike and along said right-of-way of Space Park Drive for the next 24 calls: along a curve to the right, radius of 25.00', arc length of 39.27', bearing N 26°59'26" W, a distance of 35.35' to an existing iron pin;
THENCE, N 13°31'29" E a distance of 255.78' to an existing iron pin;
THENCE, along a curve to the left, radius of 458.17', arc length of 279.88', bearing N 00°30'34" E, a distance of 275.55' to an existing iron pin;
THENCE, N 16°59'26" W a distance of 223.00' to an existing iron pin;
THENCE, along a curve to the left, radius of 471.67', arc length of 401.98', bearing N 41°24'20" W, a distance of 389.93' to a PK Nail set in pavement;
THENCE, with a reverse curve along a curve to the right, radius of 120.00', arc length of 59.44', bearing N 51°37'50" W, a distance of 58.83' to a PK Nail set in pavement;
THENCE, with a reverse curve along a curve to the left, radius of 60.00', arc length of 104.25', bearing N 87°12'55" W, a distance of 91.62' to an existing iron pin;
THENCE, N 76°59'26" W a distance of 8.05' to an existing iron pin;
THENCE, along a curve to the right, radius of 178.04', arc length of 74.58', bearing N 64°59'26" W, a distance of 74.03' to an existing iron pion;
THENCE, N 52°59'26" W a distance of 735.53' to an existing iron pin;
THENCE, along a curve to the right, radius of 126.76', arc length of 156.53', bearing N 17°36'56" W, a distance of 146.77' to a PK Nail set in pavement;
THENCE, N 72°14'26" W a distance of 60.00' to a PK Nail set in concrete;
THENCE, along a curve to the right, radius of 70.00', arc length of 109.94', bearing S 62°45'17" W, a distance of 98.99' to a PK Nail set in concrete;
THENCE, S 17°45'34" W a distance of 60.00' to an existing PK Nail in concrete;
THENCE, along a curve to the right, radius of 368.78', arc length of 123.90', bearing S 62°36'56" E, a distance of 123.32' to an existing PK Nail in pavement;
THENCE, S 52°59'26" E a distance of 813.48' to a PK Nail set in pavement;
THENCE, along a curve to the left, radius of 238.04', arc length of 99.71', bearing S 64°59'26" E, a distance of 98.98' to an existing PK Nail in pavement;
THENCE, S 76°59'26" E a distance of 8.05' to a PK Nail set in pavement;

THENCE, along a curve to the left, radius of 60.00', arc length of 90.49', bearing S 60°11'50" E, a distance of 82.16' to a PK Nail set in pavement;
THENCE, with a reverse curve along a curve to the right, radius of 120.00', arc length of 88.70', bearing S 82°13'51" E, a distance of 86.69' to a PK Nail set in pavement;
THENCE, with a compound curve along a curve to the right, radius of 411.67', arc length of 316.61', bearing S 39°01'23" E, a distance of 308.86' to an existing iron pin;
THENCE, S 16°59'26" E a distance of 184.75' to an iron pin set, corner to Tract II;
THENCE, leaving said right-of-way of Space Park Drive and along the line of Tract II for the next 4 calls: N 89°30'49" W a distance of 375.87' to an iron pin;
THENCE, along a curve to the right, radius of 585.00', arc length of 226.01', bearing N 78°26'45" W, a distance of 224.61' to an iron pin set;
THENCE, N 67°22'40" W a distance of 265.15' to an iron pin set;
THENCE, S 57°21'34" W a distance of 113.70' to an iron pin set on the east right-of-way of Interstate 24, varied right-of-way;
THENCE, along said right-of-way of Interstate 24 for the next 2 calls: N 32°38'26" W a distance of 755.46' to a point;
THENCE, along a curve to the left, radius of 5069.78', arc length of 649.52', bearing N 36°18'39" W, a distance of 649.08' to an existing iron pin, corner to Linda Cantrell (Deed Book 7855, Page 562);
THENCE, leaving said right-of-way of Interstate 24 and along the line of Cantrell, then Peggy Cauthron (Instrument No. 201011090089961), William & Elva Randolph (Deed Book 9366, Page 619), Gene Spitzer et ux (Deed Book 8435, Page 487) N 37°24'34" E a distance of 615.00' to a point in Mill Creek, said point being N 52°50'19" W, a distance of 50.17 from an existing iron pin used as reference;
THENCE, continuing along Spitzer's line, then Gene Spitzer et ux (Deed Book 7920, Page 940), DL Belcher et ux (Deed Book 3286, Page 589), Edward Heathman (Deed book 11269, Page 47), Marjorie Harris (Deed Book 5085, Page 509), Lee Barrett (Deed Book 10831, Page 86), James Adkins (Instrument No. 200710260126738) N 17°24'15" E a distance of 891.13' to a point in Mill Creek, corner to Amy Guthrie (Instrument No. 201107110052802) and Seaboard Systems Railroad (Deed Book 5992, Page 495), said point being N 75°24'26" W, a distance of 50.00' from an iron pin set as reference;
THENCE, along the line of Seaboard Systems Railroad property for the next 2 calls: S 75°24'26" E a distance of 155.00' to an iron pin set;
THENCE, S 82°14'26" E a distance of 69.50' to an iron pin set on the west right-of-way of CSX Railroad, 200' right-of-way;
THENCE, along said right-of-way of CSX Railroad for the next 3 call: S 17°25'26" E a distance of 835.90' to an existing iron pin;
THENCE, along a curve to the left, radius of 2349.90', arc length of 1201.03', bearing S 32°03'56" E, a distance of 1188.01' to an existing iron pin;
THENCE, S 46°42'26" E a distance of 1141.10' to an iron pin set, corner to Levy Pin Oaks, LLC (Instrument No. 200806130061070);

THENCE, along the line of Levy Pin Oaks, LLC S 21°03'34" W a distance of 546.35' to an iron pin set, corner to Diane & Theodore Louge (Deed Book 7411, Page 897);
THENCE, along Louge's line S 21°37'34" W a distance of 209.00' to the POINT OF BEGINNING, containing 68.40 acres, more or less, according to a survey performed by Kevin David Crowe, PLS #1979TN.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO PROLOGIS-NORTH CAROLINA LIMITED PARTNERSHIP, FORMERLY KNOWN AS SCI-NORTH CAROLINA LIMITED PARTNERSHIP, BY GENERAL WARRANTY DEED OF RECORD IN BOOK 9474, PAGE 892, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. A COPY OF THE NAME CHANGE FROM SCI-NORTH CAROLINA LIMITED PARTNERSHIP TO PROLOGIS-NORTH CAROLINA LIMITED PARTNERSHIP IS OF RECORD IN INSTRUMENT NO. 201011290094634, SAID REGISTER'S OFFICE.

Exhibit B
Exceptions

TN – Space Park

1. Taxes and assessments for the year 2014, a lien not yet due and payable.
2. All matters as shown on the Plats of record in Plat Book 4660, Page 52 and Plat Book 4660, Page 136, Register's Office for Davidson County, Tennessee.
3. Agreements for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 7985, Page 548; Book 7985, Page 470; Book 7790, Page 337; Book 5286, Page 299; and Book 3799, Page 688, Register's Office for Davidson County, Tennessee.
4. General Permits of record in Book 2961, Page 231 and Book 3434, Page 40, Register's Office for Davidson County, Tennessee.
5. Right of Way Easement of record in Book 4990, Page 633, Register's Office for Davidson County, Tennessee.
6. Deed of Conveyance as to sanitary sewer of record in Book 4824, Page 874, Register's Office for Davidson County, Tennessee.
7. Sanitary Sewer Easement Agreement of record in Book 3462, Page 548, Register's Office for Davidson County, Tennessee.
8. Right of Way and Easement of record in Book 8445, Page 742, Register's Office for Davidson County, Tennessee.
9. Easement for the flow of the waters of Mill Creek, and the rights of the public thereon.
10. Rights of upper and lower riparian owners to the flow of the waters of Mill Creek, free from diminution or pollution.
11. Rights of tenants, as tenants only, with no options to purchase or rights of first refusal.
12. The matters disclosed by an ALTA/ACSM survey made by Bock & Clark's National Surveyors Network on June 27, 2013, last revised 8-1, 2014, designated Job No. 201401684,001 Tract II.
    A) Several parking spaces appear to lay within the right-of-way of Space Park Drive;
    B) A concrete island appears to lay within the right-of-way of Space Park Drive a maximum of 9.0';
    C) The southeast corner of Building 10 appears to lay within 30' Sanitary Sewer Easement by a maximum of 3.6';
    D) Concrete appears to encroach onto CSX Railroad by a maximum of 9.5'
    E) Several parking spaces appear to encroach onto CSX Railroad by a maximum of 55.9';
    F) Pavement appears to encroach onto CSX Railroad by a maximum of 40.61', and by a maximum of 12.3';
    G) Chainlink fence appears to lay within the right-of-way of Space Park Drive;
    H) Fire Hydrant appearing to service subject property apears to encroach onto CSX Railroad by a maximum of 20.7' and by 15.4';
    I) Chainlink fence appears to encroach onto CSX Railroad by a maximum of 55.9', and by a maximum of 74.8';
    J) A portion of Building 13 appears to lay within the 5' Street Building Setback, as noted by the Zoning Report, by a maximum of 1.0';
    K) A portion of Building 14 appears to lay within the 5' Street Building Setback, as noted by the Zoning Report, by a maximum of 0.4';
    L) A portion of Building 15 appears to lay within the 20' sanitary sewer eassement by a maximum of 2.7';
    M) Chainlink fence containing non-permanent greenhouses possibly encroach onto CSX Railroad by a maximum of 53.6'.

Exhibit B, continued:

13. Terms and conditions of non-exclusive easement for billboard and billboard access as set forth in that certain Declaration of Easement recorded concurrently herewith.
14. Terms and conditions of non-exclusive reciprocal easement for water meter and shared water lines as set forth in that certain Declaration of Easement recorded concurrently herewith.