Davidson County DEEDWARRSP
Recvd: 05/19/15 09:42 8 pgs
Fees:43.00 Taxes:23310.00
20150519-0045898

STATE OF OHIO,
COUNTY OF HAMILTON: ss
I hereby swear or affirm that to the best of the Affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $6,300,000.00

_____, AFFIANT.

SWORN TO AND SUBSCRIBED BEFORE me this 13 day of May, 2015.

_____, NOTARY PUBLIC
My commission expires: _____

BARBARA HOOD
Notary Public, State of Ohio
My Commission Expires
August 2, 2018

TAX IDENTIFICATION NUMBER:
034050130000 & 034050129000

RESPONSIBLE TAXPAYER:
ACS Rivergate Square TN, LLC
c/o Albanese Cormier Holdings, LLC
350 Pine Street, Suite 800
Beaumont, TX 77701

PROPERTY ADDRESS:
1558-1596 Gallatin Pike
Madison, Tennessee 37115

MAIL TAX NOTICES TO:
ACS Rivergate Square TN, LLC
c/o Albanese Cormier Holdings, LLC
350 Pine Street, Suite 800
Beaumont, TX 77701

PROPERTY OWNER:
ACS Rivergate Square TN, LLC
c/o Albanese Cormier Holdings, LLC
350 Pine Street, Suite 800
Beaumont, TX 77701

THIS INSTRUMENT PREPARED FOR RECORDING WITHOUT BENEFIT OF TITLE EXAMINATION AND PRIOR TO EXECUTION BY: Sean S. Suder, Esq., Graydon Head & Ritchey, LLP, 511 Walnut Street, Suite 1900, Cincinnati, Ohio 45202

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 13th day of May, 2015 by and between **RIVERGATE SQUARE STATION INC.**, a Delaware corporation ("***Grantor***"), and **ACS RIVERGATE SQUARE TN, LLC**, a Nevada limited liability company ("***Grantee***").

WITNESSETH: That for the consideration hereinafter expressed, the Grantor has bargained sold and does hereby transfer and convey with special warranty covenants to, all of that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto (the "***Real Property***").

TO HAVE AND HOLD the Real Property, with the appurtenances, estate, title, and interest thereto belonging, to Grantee, its successors, heirs, and assigns, forever, subject to: (i) non-delinquent real estate taxes and assessments; (ii) all easements, covenants, conditions, restrictions and other agreements of record; (iii) all matters which would be disclosed by a recent and accurate survey of the Real Property; (iv) public streets and legal highways; (v) municipal, zoning, and subdivision laws and ordinances; and (vi) those certain encumbrances set forth on Exhibit "B" attached hereto and made a part hereto (the "Permitted Exceptions")

And, Grantor covenants that it is seized and possessed of the Real Property, and has a right to convey it, and Grantor specially warrants the title against all persons claiming under Grantor.

Grantor by execution and delivery hereof warrants the title to said real estate as to and against its own acts only and none other.

THE CONSIDERATION for this conveyance is TEN AND 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this instrument on this 13th day of May, 2015.

RIVERGATE SQUARE STATION, INC.,
a Delaware corporation

Robert F. Myers, President

STATE OF OHIO

COUNTY OF HAMILTON

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Robert F. Myers, 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 President of Rivergate Square Station, Inc., the within named bargainor, a Delaware corporation, and that he as such President, being authorized so to do, executed the foregoing instrument on behalf of the corporation for the purposes therein contained, by signing the name of the corporation, by himself as President.

WITNESS my hand and official seal at office this 13 day of May 2015.

Barbara Hood
Notary Public

My Commission Expires: August 2, 2018

NOTARY PUBLIC STATE OF OHIO

BARBARA HOOD
Notary Public, State of Ohio
My Commission Expires
August 2, 2018

EXHIBIT A

Legal Description

Being two parcels of land in the Second Civil District of Nashville, Davidson County, Tennessee located on the westerly margin of Gallatin Pike (U.S. Highway 31-A, State Route 6) south of Alta Loma Road being Lots 2 and 3 as shown on the plan of First Revision, Rivergate Square of record in Plat Book 6900, page 877, R.O.D.C., and being more particularly described as follows:

Tract I (Lot 2)

Beginning at a point in the westerly margin of Gallatin Pike (U.S. Highway 31-A, State Route 6) at a point 295 feet, more or less, southerly from the centerline of Alta Loma Road;

Thence, leaving said margin with the line of Home Depot U.S.A., Inc., of record in Deed Book 8002, page 630, R.O.D.C, the following calls:

N 71° 34' 46" W, 78.00 feet to a point;
N 18° 25' 14" E, 113.00 feet to a point;
N 71° 34' 46" W, 92.00 feet to a point;
N 18° 25' 14" E, 128.00 feet to a point;
S 71° 34' 46" E, 190.40 feet to a point in the westerly margin of Gallatin Pike (U.S. Highway 31-A, State Route 6);

Thence, with said margin and a curve concave to the west having a central angle of 11° 15' 59", a radius of 25.00 feet and a chord of S 19° 43. 53. W. 4.91 feet for an arc length of 4.92 feet to a point;

Thence, with said margin and a curve concave to the east having a central angel of 04° 03' 48", a radius of 3342.05 feet and a chord of S 23° 19. 58. W, 236.96 feet for an arc length of 237.01 feet to the Point of Beginning.

Containing 32,728 square feet or 0.75 acres, more or less.

Tract II (Lot 3)

Beginning at a point in the westerly margin of Gallatin Pike (U.S. Highway 31-A, State Route 6), said point being the north terminus of the return with Altus Avenue and the southeast corner of herein described Lot3;

Thence, leaving Gallatin Pike (U.S. Highway 31-A, State Route 6) with a curve concave to the west having a central angle of 87° 15' 10", a radius of 25.00 feet and a chord of S 62° 02' 49" W, 34.50 feet for an arc length of 38.07 feet to a point in the north margin of Altus Avenue;

Thence, with said margin, N 74° 19' 36" W, 549.27 feet to a point;

Thence, with said margin and a curve concave to the north having a central angle of 77° 42' 35", a radius of 25.00 feet and a chord of N 35° 28' 19" W, 31.37 feet for an arc length of 33.90 feet to a point in the east margin of Crestview Drive;

Thence, with said margin, N 03° 22' 59" E, 420.20 feet to a point;

Thence, leaving said margin with the southerly line of Home Depot U.S.A., Inc., of record in Deed Book 8002, page 630, R.O.D.C, the following calls;

S 71° 34' 46" E, 422.81 feet to a point,
S 18° 25' 14" W, 65.00 feet to a point,
S 71° 34' 46" E, 284.00 feet to a point, in the westerly margin of Gallatin Pike (U.S. Highway 31-A, State Route 6);

Thence, with said margin, S 18° 25' 14" W, 308.00 feet to the Point of Beginning.

Containing 249,203 square feet or 5.72 acres, more or less.

Being the same property conveyed to Rivergate Square Station, Inc., a Delaware corporation by deed of record in Instrument No. 200609220117919, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Encumbrances

1. The facts and other matters that would be shown on an accurate ALTA/ACSM Land Title Survey of the real property conveyed in this deed (the "Property").

2. All facts, matters and encumbrances relating to the Property disclosed in public records, but excluding any encumbrances, if any, that Grantor agreed in writing to release, remove, cure or discharge.

3. All statutes, ordinances, rules, regulations, codes, directives and laws of any of the various federal, state, county, parish and municipal governmental and quasi-governmental bodies or agencies having jurisdiction over the Property or any portions thereof (each an "Authority" and collectively, the "Authorities"), and any binding written interpretations, binding written policies and binding written decisions relating thereto, and any amendments, modifications and supplements thereof, including without limitation, any and all zoning ordinances and statutes, building codes, rules and regulations, and environmental laws, now or hereafter applicable to the Property or any portions thereof, or the use, ownership, occupancy or operation of the Property or any portions thereof (collectively, "Governmental Regulations").

4. The liens of real property taxes, business improvement district, special and other assessments, water and sewer rents charged by Authorities, ad valorem taxes, personal property taxes and similar charges (collectively, "Taxes"), not yet due and payable.

5. The leases and any subleases, licenses or other occupancies by or through the leases, and the rights of tenants under the leases and any other parties in possession pursuant to any subleases, licenses or other occupancy agreements by or through the leases, as tenants only.

6. Notes or notices of violations of Governmental Regulations issued by any Authorities with respect to the Property and any conditions which could give rise to the issuance of any such note or notice, any liens as a consequence of any actions taken by any Authority in connection with any such notes, notices or conditions and the liens of any fines or penalties relating thereto.

7. Financing statements filed more than five (5) years prior to the date of the execution and delivery of this deed by Grantor and not renewed, or filed against property or equipment owned or leased by tenants or other occupants of the Property, or relating to mortgages which have been satisfied of record.

8. Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Properties, provided such rights do not materially and adversely affect the ability of the Improvements to be used for their respective current uses.

9. Encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the improvements on the Property over any street or highway or over any adjoining property, encroachments from any adjoining property onto the Property and any party walls and rights deriving therefrom, provided such matters do not materially and adversely affect the ability of the improvements to be used for their respective current uses.

10. Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the record lines of the Property.

11. Mechanics' liens, materialman's liens, artisan's liens, and any other encumbrances, if any, which are required to be removed or bonded by a tenant at the Property.

12. Instruments that sever, reserve and/or transfer any mineral rights.

13. All matters shown on the plat of record in Book 6900, Page 877, and Book 7923, page 43, in the Register's Office for Davidson County, Tennessee.

14. Reciprocal Easement and Operation Agreement of record in Book 7625, page 958, as amended in Book 10093, page 292, in the Register's Office for Davidson County, Tennessee.

15. Storm Water Detention Agreement of record in Book 7644, page 79, in the Register's Office for Davidson County, Tennessee.

16. Terms, conditions, provisions, requirements and easements in Memorandum of Lease by and between Rivergate Square Joint Venture, a Tennessee joint venture and Office Depot, Inc, a Delaware corporation of record in Book 8112, page 979, in the Register's Office for Davidson County, Tennessee. See also Subordination, Non-Disturbance and Attornment Agreement of record in Instrument No. 200507270087831, in said Register's Office.

17. Agreement for Traffic Signal of record in Book 8204, page 139, in the Register's Office for Davidson County, Tennessee.

18. Assignment and Assumption of Leases of record in Instrument No. 200609220117921, in the Register's Office for Davidson County, Tennessee.

True Copy Certification

I, Sosi Mikaelian, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Illinois
County of Cook

Personally appeared before me, Juanita Chandler, a notary public for this county and state, Sosi Mikaelian who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 2-18-16
Notary' Seal (if on paper)

