BILL GARRETT, Davidson County
Trans:T20160079583 DEEDWARRSP
Recvd: 09/12/16 10:41 8 pgs
Fees:43.00 Taxes:28860.00
20160912-0095474

Prepared by:
AFTER RECORDING RETURN TO:

Bass, Berry & Sims PLC (RRS)
100 Peabody Place, Suite 1300
Memphis, Tennessee 38103

SPECIAL WARRANTY DEED

THE STATE OF Tennessee)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Davidson)

THAT, IR-Donelson Plaza LLC, a Delaware limited liability company, whose address is c/o Morning Calm Management, LLC, 1641 Worthington Road, Suite 140, West Palm Beach, Florida 33409 ("Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) in hand paid to Grantor by Plaza 2750, LLC, a Tennessee limited liability company, whose address is c/o Holladay Properties, 227 S. Main St, Ste 300, South Bend, IN 46601 ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL AND CONVEY unto Grantee certain real land located in Nashville, Davidson County, Tennessee, as more particularly described on Exhibit A attached to and made a part of this Deed (the "Land"), together with all of Grantor's right, title and interest in and to all rights, privileges, easements, and interests appurtenant thereto, adjacent streets, alleys, rights-of-ways, and any adjacent strips and gores of real estate (the "Appurtenances"), together with all structures and improvements situated on the Land and all fixtures and other Land owned by Seller and affixed thereto (the "Improvements"), LESS AND EXCEPT all oil, gas and other minerals previously reserved or conveyed of record (the Land, Appurtenances and Improvements being herein collectively referred to as the "Property"). The Grantor covenants that the Grantor has not done or suffered anything whereby the Property has been encumbered in any way whatever, except for the matters identified on Exhibit B attached to and made a part of this Deed (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances hereto in anywise belonging unto Grantee, its successors and assigns, forever, subject to the Permitted Exceptions; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against all claims, grants, charges, taxes, judgments mortgages, liens and encumbrances of whatsoever nature made by or through Grantor, but not otherwise.

Grantor has caused this instrument to be executed on this 7th day of September, 2016.

IR-Donelson Plaza LLC,
a Delaware limited liability company

By: _____
Name: Mukang Cho
Its: Administrative Manager

THE STATE OF DC

COUNTY OF Washington

The foregoing instrument was acknowledged before me this 1st day of Sept., 2016 by Mukang Cho, the Administrative Manager of IR-Donelson Plaza LLC, a Delaware limited liability company, on behalf of the company.

AMY L. DUNCAN NOTARY PUBLIC EXP. 5-31-2018 DISTRICT OF COLUMBIA

Notary Public
Washington County, DC
My Commission Expires: May 31, 2018
Acting in DC

I, or we, 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 $7,800,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me this 7th day of September, 2016.

Notary Public

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission expires: 4-21-2020

Map/Parcel Numbers: Map 08513 Parcel 0046.00, Map 09601 Parcel 003.00 & Map 09601 Parcel 004.00

Property Address:
2710 Old Lebanon Road, Nashville, Tennessee and 2720 Old Lebanon Road, Nashville, Tennessee

Tax Notices to:
Plaza 2750, LLC c/o Holladay Properties Attn: John T. Phair
2275. Main St, Suite 300
South Bend, IN 46601

Name and Address of Property Owner:
Plaza 2750, LLC
c/o Holladay Properties Attn: John T. Phair
2275. Main St, Suite 300
South Bend, IN 46601

Return to:
Fidelity National Title Company
10840 Carothers Pkwy, Suite 200
Franklin TN 37067

Exhibit A

Legal Description

Parcel I and Parcel II
Beginning at an iron rod situated in the westerly margin of Cliffdale Road, said point also being the southeast corner of the Malcolm L. and Rachel S. Barrett, Trustees property of record in Book 10103, Page 176, R.O.D.C., TN.;

Thence, along said road, S 03 deg 13 min 10 sec E, a distance of 119.25 feet to an iron rod;

Thence, along said road, S 40 deg 53 min 05 sec E, a distance of 156.42 feet to an iron rod;

Thence, along said road, along a curve to the left, having a central angle of 53 deg 46 min 20 sec, a radius of 36.10 feet, a tangent of 18.30 feet, a length of 33.88 feet and having a chord which bears S 13 deg 59 min 55 sec E, a distance of 32.65 feet to an iron rod;

Thence, along said road, S 12 deg 53 min 09 sec W, a distance of 3.96 feet to an iron rod;
Thence, along said road, S 12 deg 38 min 29 sec W, a distance of 343.82 feet to an iron rod;

Thence, along said road, along a curve to the right, having a central angle of 84 deg 01 min 00 sec a radius of 25.00 feet, a tangent of 22.52 feet, a length of 36.66 feet and having a chord which bears S 54 deg 38 min 59 sec W, a distance of 33.46 feet to an iron rod situated in the northerly margin of Old Lebanon Pike;

Thence, along said road, N 83 deg 20 min 31 sec W, a distance of 580.22 feet to an iron rod;

Thence, along said road, along a curve to the left, having a central angle of 03 deg 32 min 06 sec, radius of 2075.21 feet, a tangent of 64.04 feet, a length of 128.04 feet, and having a chord which bears N 85 deg 06 min 34 sec W, a distance of 128.02 feet to an iron rod situated in the easterly margin of Roberts Drive;

Thence, along said road, N 06 deg 16 min 44 sec E, a distance of 429.38 feet to an iron rod;

Thence, N 89 deg 41 min 21 sec E , a distance of 195.14 feet to an iron rod; Thence, N 89 deg 39 min 15 sec E, a distance of 172.13 feet to an iron rod; Thence, N 06 deg 08 min 04 sec E, a distance of 96.24 feet to an iron rod;

Thence, S 87 deg 27 min 41 sec E, a distance of 26.61 feet to an iron rod;

Thence, N 83 deg 46 min 19 sec E, a distance of 240.63 feet to the point of beginning.

Parcel III

Beginning at an iron rod situated in the westerly margin of Benson Road, said point along being in the northerly margin of Old Lebanon Pike;

Thence, along said Old Lebanon Pike, along a curve to the left, having a central angle of 32 deg 06 min 00 sec, a radius of 401.02 feet, a, tangent of 115.37 feet, a length of 224.67 feet and having a chord which bears N 67 deg 17 min 31 sec W, a distance of 221.74 feet to an iron rod;

Thence, along said road, along a curve to the right, having a central angle of 95 deg 58 min 59 sec, a radius of 25.00 feet, a tangent of 27.76 feet, a length of 41.88 feet and having a

chord which bears N 35 deg 21 min 01 sec W, a distance of 37.15 feet to an iron rod situated in the easterly margin of Cliffdale Road;

Thence, along said road, N 12 deg 38 min 52 sec E, a distance of 337.95 feet to an iron rod;

Thence, leaving said road, S 82 deg 18 min 52 sec E, a distance of 121.94 feet to an iron rod;

Thence, N 13 deg 23 min 53 sec E, a distance of 25.13 feet to an iron rod; Thence, S 59 deg 30 min 35 sec E, a distance of 183.63 feet to an iron rod;

Thence, S 19 deg 01 min 09 sec W, a distance of 72.78 feet to an iron rod situated in the westerly margin of Benson Road;

Thence, along said road, along a curve to the left, having a central angle of 21 deg 56 min 37 sec, a radius of 222.63 feet, a tangent of 43.16 feet, a length of 85.26 feet and having a chord which bears S 28 deg 30 min 32 sec W, a distance of 84.74 feet to an iron rod;

Thence, along said road, S 17 deg 37 min 13 sec W, a distance of 227.94 feet to the point of beginning.

Being the same property conveyed to Grantor herein by Special Warranty Deed of record as Instrument No. 20141210-0113007, in the Register's Office of Davidson County, Tennessee.

Exhibit B

Encumbrances

1. All easements, restrictions, covenants, agreements, facts, matters and encumbrances relating to the real property conveyed in this deed (the "Property") disclosed in public records, but excluding any encumbrances, if any, that Grantor agreed in writing to release, remove, cure or discharge.

2. 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").

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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

10. 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.

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

12. Deed Restrictions of record in Book 1082, Page 282, in the Register's Office for Davidson County, Tennessee.

13. Easement of record in Book 2544, Page 369, Register's Office for Davidson County, Tennessee.

14. Easement of record in Book 3103, Page 83, Register's Office for Davidson County, Tennessee.

15. Easement of record in Book 3130, Page 315, Register's Office for Davidson County, Tennessee.

16. 8" Water Line as shown on the Plat of record in Plat Book 5200, Page 381, Register's Office for Davidson County, Tennessee.

17. Sanitary Sewer and/or Storm Drainage Easement of record in Book 4878, Page 174, in the Register's Office for Davidson County, Tennessee.

18. Sanitary Sewer and/or Storm Drainage Easement of record in Book 5738, Page 587, in the Register's Office for Davidson County, Tennessee.

19. Use Agreement of record in Instrument No. 2006063 0-0078786, Register's Office for Davidson County, Tennessee.

20. All matters shown on the Plan of record in Plat Book 2900, Page 23, Register's Office for Davidson County, Tennessee.

21. All matters shown on the Plan of record in Plat Book 3106, Page 6, Register's Office for Davidson County, Tennessee.

22. The facts and other matters that are shown on that certain ALTA/ACSM Land Title Survey of the Property prepared by Chris L. Vandergrift, dated July 21, 2016, last revised July 26, 2016, including but not limited to the following matters:

1. Fenceline crosses property at northwest corner.

2. Fenceline crosses property just east of the easterly right of way of Crestwood Road.

3. Fencelines cross property near the southeast corner of the Collingwood Property.

4. Various utility lines crossing the premises.

5. Possible storm line running under the building.