AFTER RECORDING RETURN TO:

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

Davidson County DEEDWARRSP
Recvd: 12/22/16 15:38 9 pgs
Fees:48.00 Taxes:54390.00
20161222-0135012

SPECIAL WARRANTY DEED

THE STATE OF Tennessee)
)
COUNTY OF Davidson)

KNOW ALL MEN BY THESE PRESENTS:

THAT, IR-Airways 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 Earl S. Worsham, whose address is 484 Norton Creek Rd., Gatlinburg, TN 37738 ("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.

Signature on the following page.

Grantor has caused this instrument to be executed on this 22nd day of December, 2016.

IR-Airways Plaza LLC,
a Delaware limited liability company

By:_____
Name: Mukang Cho
Its: Administrative Manager

THE STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 15th day of December, 2016 by Mukang Cho, the Administrative Manager of IR-Airways Plaza LLC, a Delaware limited liability company, on behalf of the company.

Colleen Kay Maguire
Notary Public
Palm Beach County, Florida
My Commission Expires: March 8, 2020
Acting in Florida

COLLEEN KAY MAGUIRE
MY COMMISSION # FF 939108
EXPIRES: March 8, 2020
Bonded Thru Notary Public Underwriters

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 $14,700,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Claire Burke
AFFIANT

Subscribed and sworn to before me this 22nd day of December, 2016.

Pamela G. Nash
Notary Public

PAMELA G. NASH
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

My Commission expires: 8-20-19.

Map/Parcel Numbers: Map 120, Parcels 148 and 155

Property Address:
1281 Murfreesboro Pike, Nashville, Tennessee and 1283 Murfreesboro Pike, Nashville, Tennessee

Tax Notices to:
EARL S. WORSHAM
484 NORTON CREEK Rd.
GATLINBURG, TN 37738

Name and Address of Property Owner:
Earl S. Worsham
484 Norton Creek Rd.
Gatlinburg, TN 37738

Return to:
Bass, Berry & Sims PLC (RRS)
100 Peabody Place, Suite 1300
Memphis, TN 38103

Exhibit A

Legal Description

TRACT I & II:

A TRACT OF LAND IN THE FIRST CIVIL DISTRICT OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN ON THE WESTERLY MARGIN OF MCGAVOCK PIKE (60 FOOT R.O.W.) THAT IS SOUTH 17 DEGREES 29 MINUTES 09 SECONDS WEST 129.32 FEET FROM THE SOUTHERLY AND OF THE SOUTHWESTERLY RETURN CURVE AT THE INTERSECTION OF MCGAVOCK PIKE AND MURFREESBORO PIKE, U.S. HIGHWAY 41 (R.O.W. VARIES); SAID IRON PIN ALSO BEING THE SOUTHEASTERLY PROPERTY CORNER OF A TRACT OF LAND DEEDED TO JAMES ALVIN CROSSMAN AS OF RECORD IN DEED BOOK 7769, PAGE 788, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE TO THE POINT OF BEGINNING; THENCE WITH THE WESTERLY RIGHT-OF-WAY LINE OF MCGAVOCK PIKE, SOUTH 17 DEGREES 29 MINUTES 09 SECONDS WEST 278.83 FEET TO AN IRON PIN; THENCE WITH A 924.93 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 120.48 FEET TO A 5/8" REBAR; SAID CURVE HAS A CHORD BEARING AND DISTANCE OF SOUTH 21 DEGREES 25 MINUTES 52 SECONDS WEST 120.39 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 72 DEGREES 36 MINUTES 49 SECONDS WEST 541.02 FEET TO A WITNESS MAGNAIL (LOCATED NORTH 19 DEGREES 20 MINUTES 00 SECONDS WEST OF TRUE CORNER) WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE C.S.X. RAILROAD (120 FOOT R.O.W.), NORTH 18 DEGREES 00 MINUTES 45 SECONDS EAST 80.54 FEET; THENCE CONTINUING ALONG SAID C.S.X RAILROAD RIGHT-OF-WAY, NORTH 18 DEGREES 01 MINUTES 13 SECONDS EAST, A DISTANCE OF 577.81 FEET TO AN EXISTING IRON PIN ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE; THENCE SOUTHEASTWARDLY WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, HAVING A 4093.07 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 373.65 FEET TO AN EXISTING CONCRETE HIGHWAY MONUMENT, SAID CURVE HAS A CHORD BEARING AND DISTANCE OF SOUTH 57 DEGREES 54 MINUTES 36 SECONDS EAST 373.52 FEET; THENCE WITH AN OFF-SET IN SAID RIGHT-OF-WAY LINE, NORTH 29 DEGREES 34 MINUTES 38 SECONDS EAST 19.25 FEET TO AN EXISTING CONCRETE HIGHWAY MONUMENT; THENCE SOUTHEASTWARDLY WITH SAID RIGHT- OF-WAY LINE, HAVING A 4073.09 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 30.75 FEET TO AN EXISTING IRON PIN AT THE NORTHWESTERLY PROPERTY CORNER OF THE JAMES ALVIN CROSSMAN TRACT, SAID CURVE HAS A CHORD BEARING AND DISTANCE OF SOUTH 61 DEGREES 33 MINUTES 56 SECONDS EAST 30.75 FEET; THENCE LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF MURFREESBORO PIKE, WITH THE WESTERLY PROPERTY LINE OF THE JAMES ALVIN CROSSMAN TRACT, SOUTH 17 DEGREES 27 MINUTES 44 SECONDS WEST 149.72 FEET TO AN EXISTING IRON PIN AT THE SOUTHWESTERLY PROPERTY CORNER OF THE CROSSMAN TRACT; THENCE WITH THE SOUTHERLY PROPERTY LINE OF THE CROSSMAN TRACT, SOUTH 61 DEGREES 51 MINUTES 54 SECONDS EAST 150.01 FEET TO THE POINT OF BEGINNING.

Being the same property conveyed to Grantor herein by Special Warranty Deed of record as Instrument No. 20141210-0113022, in the Register's Office of Davidson County, Tennessee.

Exhibit B

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. Restrictions contained in deed of record in Book 2796, page 616, in the Register's Office for Davidson County, Tennessee.

14. Restrictive Covenants of record in Book 3218, page 155, and Book 4052, page 444, in the Register's Office for Davidson County, Tennessee.

15. Easements of record in Book 3498, page 176, Book 3499, page 112, and Book 4184, page 753, in the Register's Office for Davidson County, Tennessee.

16. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4403, page 218, in the Register's Office for Davidson County, Tennessee.

17. Rights of the Railroad Company to expand its right of way to its full charter width.

True Copy Certification

I, Jay H. Smith, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

My Commission Expires: 6/20/2017

Notary Seal: