THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Ropes & Gray LLP
Prudential Tower
800 Boylston Street
Boston, Massachusetts 02119
Attention: John M. Creedon, Esq.

Davidson County DEEDWARRSP
Recvd: 06/08/17 15:57 9 pgs
Fees:48.00 Taxes:38480.00
20170608-0057762

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SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into as of the 7th day of June, 2017, by YTG NASHVILLE, LP, a Delaware limited partnership ("***Grantor***"), and DRAKE PACER MAINSTREAM ACQUISITION, LLC, a Delaware limited liability company ("***Grantee***").

WITNESSETH:

That, for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledge, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee the following described real property, situated and being in the City of Nashville, County of Davidson, State of Tennessee; to wit:

All that certain land and improvements described on **Exhibit A** attached hereto and incorporated herein by reference.

This being a portion of the same real estate conveyed to Grantor by Special Warranty Deed recorded as Instrument Number 20141217-0115498 with the Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD, the aforesaid real estate, together with all appurtenances and hereditaments there unto belonging or in any way appertaining unto Grantee, its successor and assigns in fee simple forever;

AND Grantor does hereby covenant with Grantee that Grantor is lawfully seized in fee of the aforedescribed real estate; that Grantor has good right to sell and convey the same; that the same is unencumbered, except for those matters set forth on **Exhibit B** attached hereto and incorporated herein by reference, to all of which this conveyance is expressly made subject; and that the title and quiet possession thereto Grantor will warrant and forever defend against the

lawful claims of all persons claiming by, through, or under Grantor, but against none other.

The words "Grantor" and "Grantee" as used herein shall mean "Grantors" or "Grantees" if more than one person or entity is referred to, and pronouns shall be construed according to their gender and number according to the context thereof.

[*Signatures commence on next page*]

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this instrument on the day and year first above written.

YTG NASHVILLE, LP
a Delaware limited partnership

By: YTG Tennessee, LLC
a Delaware limited liability
company, its general partner

By: LWIV/TPA GAH Nashville Industrial
Holdings, LP, a Delaware limited
partnership, its sole member

By: YTG Nashville Manager, LLC
a Delaware limited liability company
its general partner

By: YTG Ventures, LP
a Delaware limited partnership
its sole owner

By: YTG Investors, LLC
a Georgia limited liability company,
its general partner

By: _____
J. Bradford Smith, Manager

STATE OF GEORGIA

COUNTY OF COBB

Before me, Jacquline Denier, a Notary Public in and for the State and County aforesaid, personally appeared J. Bradford Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument in his capacity as Manager of YTG Investors, LLC, a Georgia limited liability company, the general partner of YTG Ventures, LP, a Delaware limited partnership, the sole owner of YTG Nashville Manager, LLC, a Delaware limited liability company, the general partner of LWIV/TPA GAH Nashville Industrial Holdings, LP, a Delaware limited partnership, the sole member of YTG Tennessee, LLC, a Delaware limited liability company, the general partner of YTG Nashville, LP, a Delaware limited partnership, for the purposes therein contained.

WITNESS my hand and notarial stamp or seal this 1 day of June, 2017.

Notary Public



RECORDING DATA ONLY

Property Address:
621 Mainstream Drive
Nashville, Tennessee

I, or we hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration of this transfer or value of property, whichever is greater, is $10,400,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Name and Address of Property Owner:
YTG Nashville, LP
c/o TPA Group
3350 Riverwood Parkway, Suite 750
Atlanta, Georgia 30339

J. Bradford Smith, Affiant

Tax Identification Nos.:
070-10-0-014.00

SUBSCRIBED and SWORN TO before me this 1 day of June, 2017

Notary Public

6.6.17
My Commission Expires

Name and Address of the Person Or Entity Responsible for Payment of the Real Property Taxes:

Drake Pacer Mainstream Acquisition, LLC
41 Madison Avenue, 5th Floor
New York, New York 10010

JACQULINE MARIE DENIER
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires 06-06-2017

EXHIBIT A TO SPECIAL WARRANTY DEED
(Legal Description)

Land in Davidson County, Tennessee, being known and designated as Lot 2, Tract 37M as shown on a plat entitled "Section 20, Resubdivision of Part of Section 17, Tract 37M, MetroCenter", and recorded among the Land Records of Davidson County, Tennessee, in Plat Book 6200, Page 231. Containing 7.175 acres, more or less, to which plat reference is hereby made for a more complete description.

Together with a non-exclusive easement for joint access as set forth in Declaration of Reciprocal Rights and Easements of record in Book 6542, Page 960, in the Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to YTG Nashville, LP, a Delaware limited partnership, by Special Warranty Deed recorded with the Davidson County Register's Office as Instrument Number 20141217-0115498.

EXHIBIT B TO SPECIAL WARRANTY DEED
(Permitted Exceptions)

1. Applicable zoning, subdivision, building and other land use laws and regulations.

2. Taxes and assessments for the year 2017 and subsequent years, not yet due and payable.

3. All matters shown on ALTA/NSPS Land Title Survey Prepared for: Drake Pacer Mainstream Acquisition, LLC, with a Field Date of April 19, 2017, by Bryan Shirley, Surveyor, for Commercial Due Diligence Services, CDS project number 17-03-0238.

4. Title to that portion of the land lying below the ordinary low water mark of the Cumberland River.

5. Easement for the flow of the waters of the Cumberland River and the rights of the public therein.

6. Rights of upper and lower riparian owners to the flow of the water of the Cumberland River, free from diminution or pollution.

7. Changes in the boundary of the subject property resulting from erosion or accretion caused by the flow of the Cumberland River.

8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Section 20, Resubdivision of Part of Section 17, Tract 37M, MetroCenter, as recorded in Plat Book 6200, Page(s) 231, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

9. Declaration of Reciprocal Rights and Easements, recorded in Book 6542, Page 960 and Amended in Book 6985, Page 85, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

10. Terms and Conditions of Declaration of Agreements, Charges, Assessments and Liens for Metrocenter Business Park, recorded March 9, 1988 in Book 7487, Page 952.

11. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded in Book 6042, Page 552, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

12. Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded in Book 6542, Page 965, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

13. Rights of tenants, as tenants only, under unrecorded leases, without rights of first refusal or options to purchase.

True Copy Certification

I, Jason Alvarez, 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 herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of New York

County of Suffolk

Andrew R. Ricci

Personally appeared before me, [~~Name of Notary~~], a notary public for this county and state, [Jason Alvarez] 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: 02/23/2019

Notary' Seal (if on paper)

ANDREW R. RICCI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02R16319635
Qualified in Queens County
Commission Expires Feb. 23, 2019