THIS DOCUMENT PREPARED BY AND
RETURN TO:
ROBBINS, KELLY, PATTERSON & TUCKER
7 W. 7TH Street, Suite 1400
Cincinnati, Ohio 45202

Bill Garrett Davidson County
Batch# 27168 DEEDWARRSP
11/16/2017 04:17:30 PM 6 pgs
Fees: $33.00 Taxes: $82,956.53
20171116-0118027

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SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS ($10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, FREELAND REALTY 2, LLC, hereinafter referred to as Grantor, does hereby bargain, sell, remise, release and convey unto KNOWLEDGE ACADEMIES, INC., hereinafter Grantee, all of its interest in the following lands and property, together with all improvements located thereon, lying in Davidson County, Tennessee, to-wit:

Being Lot No. K-3 on the Plan of Resubdivision of Lot K-3, Section 6 of Hickory Hollow Mall, of record in Plat Book 6200, Page 722, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Freeland Realty 2, LLC, a Tennessee limited liability company by deed from Bank of America, National Association, successor by merger with LaSalle Bank National Association, as trustee for the Certificate Holders of PNC Mortgage Acceptance Corp., Commercial Mortgage Pass-Through Certificates, Series 2000-C2 of record as Instrument No. 20110606-0043190, in the Register's Office for Davidson County, Tennessee.

Property Address: 5314 Hickory Hollow Parkway, Antioch, Tennessee 37013
Map/Parcel Number: 163 00 0 268.00

TO HAVE AND TO HOLD the property, together with the appurtenances and hereditaments thereunto belonging or in any way appertaining to the Grantee, its successors and assigns forever.

AND Grantor covenants and binds itself, and its successors and assigns, to warrant and forever defend the title to the property against the lawful claims and demands of persons claiming by, through, or under Grantor other than in respect of the "Permitted Encumbrances" listed and described in EXHIBIT A attached hereto.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

WITNESS Grantor's hand this 14th day of November, 2017.

FREELAND REALTY 2, LLC

By: _____
Bernard G. Freeland, Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Jenean Coleman (name of notary public) of the state and county mentioned, personally appeared BERNARD G. FREELAND, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be MANAGER of FREELAND REALTY 2, LLC, the within named bargainor, a limited liability company, and that such MANAGER, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as MANAGER.

Witness my hand and seal, at office in Davidson County, Tennessee, this 14 day of November, 2017.

JENEAN COLEMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-8-2019

_____
Notary Public

My Commission expires: 1-8-2019

I hereby swear or affirm that the actual consideration for this transfer, or the value of the property, whichever is greater is $22,420,684 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

_____
Affiant

_____
Notary Public

JENEAN COLEMAN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-8-2019

My Commission expires: 1-8-2019

02960940-1

Name of Owner and Property Address:
Knowledge Academies, Inc.
5318 Hickory Hollow Parkway
Antioch, Tennessee 37013

Person Or Entity Responsible For Payment Of Taxes:
Knowledge Academies, Inc.
5318 Hickory Hollow Parkway
Antioch, Tennessee 37013

Exhibit "A"
PERMITTED ENCUMBRANCES

TO BE ATTACHED

EXHIBIT A

Permitted Encumbrances

1. Taxes and assessments for the year 2018 and subsequent years, not yet due and payable.

2. All matters shown on plats of record in Book 6200, Page 722, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Declaration of Protective Covenants for Hickory Hollow, by Hickory Hollow Associates, a Joint Venture composed of Hickory Hollow Mall, Inc. and Intereal Company, of record in Book 5125, Page 769; as amended in Book 5189, Page 947; amended in Book 5337, Page 933; restated and amended in Book 5441, Page 968; amended in Book 5792, Page 491; amended in Book 5951, Page 26; amended in Book 6011, Page 163; and amended in Book 6095, Page 948, in the Register's Office of Davidson County, Tennessee.

4. Easement(s) contained in Deed of record in Book 5458, Page 850, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Right-of-Way Agreement, by and between Molly Horton and Gulf Interstate Gas Company, of record in Book 2243, Page 635; as modified in Book 4629, Page 150, in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Right-of-Way Agreement, by and between G. W. Painter and Eva Painter and Gulf Interstate Gas Company, of record in Book 2203, Page 577; as partially released in Book 5118, Page 792, in the Register's Office of Davidson County, Tennessee, as affected by Deed of record in Book 2875, Page 299, in the Register's Office of Davidson County, Tennessee.

7. Terms and provisions of Right of Way Agreement, by and between Brentwood Estates, Inc. and Columbia Gulf Transmission Company, of record in Book 4457, Page 373, in the Register's Office of Davidson County, Tennessee.

8. Terms and provisions of Reciprocal Agreement, by and between Kimco of Hickory Hollow, Inc. and Aetna Life Insurance Company, of record in Book 5458, Page 855; as amended in Instrument No. 200206210075088, in the Register's Office of Davidson County, Tennessee.

9. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by Freeland Realty 2, LLC, of record in Instrument No. 201610130108261, in the Register's Office of Davidson County, Tennessee.

10. Rights of Meharry Medical College pursuant to unrecorded Shopping Center Lease dated February 19, 2013.

11. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by James Allen Crawford, III, RLS No. 1455, Crawford & Cummings, P.C. on October 25, 2017, last revised November 4, 2017:

Fence inside and outside the northeasterly boundary of the Land.

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

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Elizabeth Puckett, 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

My Commission Expires: 5/6/2019

Notary Seal:

