This instrument prepared by:

Andrew R. Andreasik, Esq.
LKQ Corporation
500 W. Madison Street, Suite 2800
Chicago, Illinois 60661

Karen Y Johnson Davidson County
Batch# 178941 DEEDWARRSP
12/31/2018 08:33:30 AM 7 pgs
Fees: $38.00 Taxes: $37,185.00
20181231-0125991

Name and Address of Property Owner:	Send Tax Bills To:	Tax Parcel Number:
ECG Grassmere, LP 118 16th Avenue South, Suite 200 Nashville, Tennessee 37203	ECG Grassmere, LP 118 16th Avenue South, Suite 200 Nashville, Tennessee 37203	13313015400

SPECIAL WARRANTY DEED

For and in Consideration of the sum of Ten and 00/100 Dollars ($10.00) cash in hand paid by the hereinafter named grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **KEYSTONE AUTOMOTIVE INDUSTRIES, INC.,** a California corporation, as successor-by-merger to Keystone Automotive Industries Resources, Inc., with a mailing address of c/o LKQ Corporation, 500 West Madison Street, Suite 2800, Chicago, Illinois 6066, hereinafter called the **GRANTOR**, has bargained and sold, and by these presents does transfer and convey unto **ECG GRASSSMERE, LP**, a Tennessee limited partnership, with a mailing address of 118 16th Avenue South, Suite 200 Nashville, Tennessee 37203, hereinafter called the **GRANTEE**, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described on Exhibit A attached hereto and by this reference fully incorporated herein, which is improved property, commonly known as 655 Grasmere Park Drive, Nashville, Tennessee 37211.

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever. GRANTOR does covenant with said GRANTEE that GRANTOR is lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except for those matters set forth on Exhibit B attached hereto and by this reference fully incorporated herein. GRANTOR does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to the said land to the GRANTEE, its successors and assigns, subject to the matters set forth on Exhibit B hereto, against the lawful claims of all persons of all persons claiming by, through, or under GRANTOR, but no further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness our hand this 17th day of December, 2018.

KEYSTONE AUTOMOTIVE INDUSTRIES, INC., a California corporation

By: Walter Hanley
Name: Walter Hanley
Title: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 17th day of December, 2018, before me, a Notary Public, the undersigned officer, personally appeared Walter Hanley, who acknowledged himself/herself to be the Vice President of Keystone Automotive Operations, Inc., a Pennsylvania corporation, and that he, as such of officer, being authorized to do so, executed the foregoing instrument on behalf of said corporation for the purposes therein contained, as the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Kari Kloc
Notary Public

My commission expires: December 17, 2018

"OFFICIAL SEAL"
Kari Kloc
Notary Public, State of Illinois
My Commission Expires December 17, 2018

STATE OF Tennessee }
COUNTY OF Davidson }

THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR THE VALUE OF THE PROEPRTY, WHICHEVER IS GREATER, IS $10,050,000.00.

Clare Burke
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF DECEMBER, 2018.

Elizabeth Puckett
NOTARY PUBLIC

My Commission expires: 5/6/19

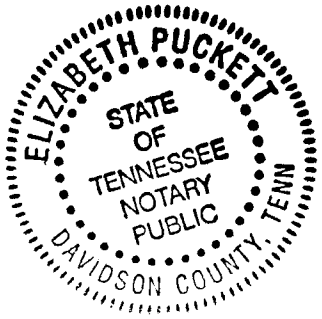


EXHIBIT A

Legal Description

PARCEL 1:

LOT 1, ON THE PLAT ENTITLED "FINAL PLAT OF TWO GRASSMERE PLACE" OF RECORD IN INSTRUMENT NO. 200709070107348, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO KEYSTONE AUTOMOTIVE INDUSTRIES RESOURCES, INC., A DELAWARE CORPORATION, BY DEED FROM TALCOTT III TWO GRASSMERE PLACE LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, OF RECORD IN INSTRUMENT NO. 200709110109104, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PARCEL 2:

EASEMENT(S) BENEFITTING PARCEL 1 UNDER ACCESS EASEMENT AGREEMENT OF RECORD IN INSTRUMENT NO. 200709100108115, IN THE REGISTER'S OFFICE IN DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2019 and subsequent years, not yet due and payable.

2. All matters shown on plats of record in Book 7900, Page 212 (Parcels 1 & 2) and Instrument No. 200709070107348 (Parcel 1), in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Declaration of Restrictive Covenants, by Thomas C. Scott, Trustee, of record in Book 6008, Page 866; as amended in Book 6280, Page 524; and amended in Instrument No. 200005310053960, as re-recorded in Instrument No. 200006090058113, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Storm Water Detention Agreements to The Metropolitan Government of Nashville and Davidson County, of record in Book 6691, Page 296; Instrument No. 200205300065593; and Instrument No. 200510040118963, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Stormwater Quality Agreement, by and between Talcott III Grassmere Limited Partnership and The Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 200604070040184, in the Register's Office of Davidson County, Tennessee.

6. Access Easement Agreement from Talcott III Grassmere Limited Partnership to Talcott III Two Grassmere Place Limited Partnership, of record in Instrument No. 200709100108115, in the Register's Office of Davidson County, Tennessee.

7. Easements for signage, landscaping, ingress and egress reserved, easements for ingress and egress granted, and obligations including, without limitation, indemnity, maintenance, repair, and payment obligations set forth in Deed of record in Book 9162, page 936, in the Register's Office of Davidson County, Tennessee.

8. Terms and provisions of Declaration of Easement, Amendment of Easement, and Surrender, Termination and Limitation on Use of Easements, by LBP Grassmere, LLC, of record in Instrument No. 200106180064314, in the Register's Office of Davidson County, Tennessee.

9. Agreements for Dedication of Easement for Sanitary Sewers and/or Storm Drainage, Water Mains, Pumps and Appurtenances from Talcott III Grassmere Limited Partnership to The Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 200510040118972 and Instrument No. 200604070040204, in the Register's Office of Davidson County, Tennessee.

10. 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 Michael H. Charette, RLS No. 2048, with Cherry Land Surveying, Inc. on November 1, 2018, last revised on December 26, 2018, designated 18199.

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:

