Karen Johnson Davidson County
Batch# 304287 DEEDWARRSP
10/22/2019 03:26:30 PM 10 pgs
Fees: $53.00 Taxes: $95,132.55
20191022-0108394

970332

This instrument prepared by:
R.K. Hagan
10 S. Wacker Drive, Suite 2300
Chicago, Illinois 60606

Name and Address of New Property Owner:	Send Tax Bills To:	Tax Parcel Numbers
Spyglass – Nashville Dallas MSUB, LLC Spyglass – Nashville Dallas FSUB, LLC 20 Marks Road Riverside CT 06878	20 Marks Road Riverside CT 06878	09215012700

SPECIAL WARRANTY DEED

For and in Consideration of the sum of Ten Dollars ($10) cash in hand paid by the hereinafter named grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **I&G ELLISTON, INC.**, a Delaware corporation, hereinafter called the **GRANTOR**, has bargained and sold, and by these presents do transfer and convey unto **SPYGLASS – NASHVILLE DALLAS MSUB, LLC**, a Delaware limited liability company, as to an undivided 41.9% interest in the Property (defined below), and **SPYGLASS – NASHVILLE DALLAS FSUB, LLC**, a Delaware limited liability company, as to an undivided 58.1% interest in the Property, as tenants-in-common, hereinafter called the **GRANTEES**, their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee (the "Property"), described as follows, to wit:

See Exhibit A attached hereto and made a part hereof.

This is unimproved ( ) improved (x) property, known as

2110 Elliston Place, Nashville, Tennessee 37203

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever. We do covenant with said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, except as set forth in Exhibit A-1 and Exhibit B attached hereto. We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the GRANTEES, their heirs and assigns, against the lawful claims of all persons of all persons claiming by, through, or under us, but no further or otherwise, except as set forth in Exhibit B. 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 hands this 15th day of October, 2019.

I&G ELLISTON, INC.,
a Delaware corporation

By: _____
Title: _____

STATE OF ILLINOIS
COUNTY OF COOK

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, TJ SPARING, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the V.P. of I&G ELLISTON, INC., a Delaware corporation, the within named bargainor, and that he as such V.P., being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by himself as such officer.

Witness my hand seal at office this 14th day of Oct., 2019.

Deborah L Browder
Notary Public

Official Seal
Deborah L Browder
Notary Public State of Illinois
My Commission Expires 06/02/2020

My Commission Expires: 6-2-2020

STATE OF ILLINOIS}
COUNTY OF COOK }

THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR THE VALUE OF THE PROPERTY, WHICHEVER IS GREATER, IS $$25,711,500.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF October, 2019.

Deborah L Browder
NOTARY PUBLIC

My Commission expires: 6-2-2020

Official Seal
Deborah L Browder
Notary Public State of Illinois
My Commission Expires 06/02/2020

EXHIBIT A

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:

PARCEL 1:

BEING LOT NO. 1, ON THE PLAN OF RESUBDIVISION ON A PORTION OF BLOCK NUMBER 2 OF THE MURPHY LAND COMPANY, DIVISION "B" AT BAPTIST HOSPITAL, OF RECORD IN BOOK 7900, PAGE 513, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND A PORTION OF BLOCK NO. 2 ON THE PLAN OF MURPHY LAND COMPANY'S DIVISION "B", OF RECORD IN BOOK 161, PAGE 126, R.O.D.C. BEING GENERALLY LOCATED TO THE NORTHWEST OF CHURCH STREET/ELLISTON PLACE, NORTHEAST OF 22ND AVENUE NORTH, SOUTHEAST OF STATE STREET, AND SOUTHWEST OF 21ST AVENUE NORTH.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD (OLD) IN THE SOUTHWESTERLY RIGHT-OF-WAY OF 21ST AVENUE NORTH (50'FOOT R.O.W.), BEING THE EASTERLY MOST COMMON CORNER OF LOT 1 AND LOT 2 OF SAID PLAN OF RESUBDIVISION ON A PORTION OF BLOCK NUMBER 2 OF THE MURPHY LAND COMPANY, DIVISION "B" AT BAPTIST HOSPITAL.

THENCE, WITH SAID 21ST AVENUE NORTH SOUTH 30° 46' 37" EAST, 64.92 FEET TO AN IRON ROD (NEW) AT THE WESTERLY QUADRANT OF THE INTERSECTION OF SAID 21ST AVENUE NORTH AND CHURCH STREET/ELLISTON PLACE,

THENCE, WITH CHURCH STREET/ELLISTON PLACE THE FOLLOWING CALLS:

SOUTH 59° 15' 05" WEST, 176.00 FEET TO A PK NAIL (NEW), SOUTH 59° 17' 01" WEST, 115.95 FEET TO THE FACE OF A BRICK WALL AT THE SOUTHEASTERLY CORNER OF THE PROPERTY OWNED BY TOMMY J. DUCKLO AND WIFE BETH K. DUCKLO OF RECORD IN DEED BOOK 11640, PAGE 381, R.O.D.C. AND BEING FURTHER WITNESSED BY A PK NAIL (OLD) AT SOUTH 30° 46' 28" EAST, 0.27 FEET,

THENCE, WITH SAID DUCKLO PROPERTY NORTH 30° 46' 28" WEST, 157.48 FEET TO A PK NAIL (OLD) IN THE SOUTHEASTERLY LINE OF SAID LOT 2, AND IN THE CENTER OF ABANDONED ALLEY NO. 889 HAVING BEEN ABANDONED BY METRO COUNCIL BILL NO. 091-1606 WITH EASEMENTS RETAINED. BEING FURTHER REFERENCED SOUTH 59° 15' 05" WEST FROM A PK NAIL (OLD), IN THE CENTER OF SAID ABANDONED ALLEY NO. 889 AND IN THE NORTHEASTERLY RIGHT-OF-WAY OF 22ND AVENUE NORTH (50' R.O.W.),

THENCE, WITH THE SOUTHEASTERLY LINE OF LOT 2 THE FOLLOWING CALLS:

WITH THE CENTER OF SAID ABANDONED ALLEY NO. 889 NORTH 59° 15' 05" EAST, 115.94 FEET TO A PK NAIL (NEW) SET AT THE INTERSECTION OF THE CENTERS OF SAID ALLEY NO. 889 AND ALLEY NO. 905 HAVING BEEN ABANDONED BY METRO COUNCIL BILL NO. 091-1606 WITH EASEMENTS RETAINED, WITH THE CENTER OF SAID ABANDONED ALLEY NO. 905, SOUTH 30° 46' 37" EAST, 92.55 FEET TO AN IRON ROD (OLD) AT THE NORTHWESTERLY CORNER OF SAID LOT 1, NORTH 59° 16' 39" EAST, 176.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 29,696 SQUARE FEET OR 0.68 ACRE, MORE OR LESS.

PARCEL 2:

EASEMENT(S) BENEFITING PARCEL 1 AS SET FORTH IN EASEMENT AGREEMENT, BY AND BETWEEN SAINT THOMAS MIDTOWN HOSPITAL AND I&G ELLISTON, INC., OF RECORD IN INSTRUMENT NO. 201311150118430; AS AMENDED IN INSTRUMENT NO. 201608170085980, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

PARCEL 3:

EASEMENT(S) BENEFITING PARCEL 1 AS SET FORTH IN ACCESS EASEMENT, BY AND BETWEEN TOMMY J. DUCKLO AND BETH K. DUCKLO AND I&G ELLISTON, INC., OF RECORD IN INSTRUMENT NO. 201707260075727, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO I&G ELLISTON, INC., A DELAWARE CORPORATION, BY DEEDS OF RECORD IN INSTRUMENT NO. 201301310010314; INSTRUMENT NO. 201301310010315; AND INSTRUMENT NO. 201309030092242, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

Exhibit A-1 to Special Warranty Deed

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (this "Declaration"), is attached to and shall form a part of that certain Special Warranty Deed (the "Deed") dated as of October 15, 2019 (the "Effective Date"), executed by I&G Elliston, Inc., a Delaware corporation ("Declarant") to and in favor of Spyglass – Nashville Dallas MSUB, LLC, a Delaware limited liability company, as to an undivided 41.9% interest in the Property (defined below), and Spyglass – Nashville Dallas FSUB, LLC, a Delaware limited liability company as to an undivided 58.1% interest in the Property ("Grantee"). Except as otherwise provided herein, terms which are defined in the Deed shall have the same meanings when used herein. Declarant has required that this Declaration be recorded against the Property as a material part of the consideration payable to Declarant in connection with the conveyance of the Property to Grantee. Declarant hereby imposes the following covenants, conditions and restrictions against the Property:

1. Use Restrictions. For a period of four (4) years following the Effective Date (the "Term"): (a) no condominium map, declaration of condominium ownership or other device for the purpose of creating condominium, cooperative, timeshare or other fractionalized ownership may be made effective as to the Property or any improvements located on the Property, or any part of the Property or any such improvements, and any condominium map, declaration of condominium ownership or other device for condominium, cooperative, timeshare or other fractionalized ownership that is attempted to be created during the Term shall be void; (b) no dwelling unit located on the Property may be conveyed separately from all other dwelling units located on the Property; and (c) neither the Property nor any improvements located on the Property, nor any part of the Property or any such improvements, may be conveyed to a cooperative or other entity the purpose of which is to provide occupants of the Property or any improvements located on the Property with any ownership interest in the Property or any such improvements (the matters described in the foregoing clauses (a), (b) and (c) are referred to herein as a "Condominium Conversion"). Nothing in this Section 1 is intended to prevent ownership of the Property or any improvements located on the Property by a partnership, corporation, limited liability company, trust or other entity or through tenancy in common so long as the ownership of the entity or the tenancy in common is not vested, directly or indirectly, in persons who are occupants of the Property or any improvements located on the Property and no condominium map, declaration of condominium ownership or other device for condominium, cooperative, timeshare or other fractionalized ownership is filed against the Property in connection therewith.

2. Burden and Benefit; Termination. The Declarant hereby subjects the Property to the covenants, reservations and restrictions set forth in this Declaration for the Term. The Declarant hereby declares its express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land for the Term and shall pass to and be binding upon Grantee and Grantee's successors in title to the Property; provided, however, that on the termination of this Declaration all covenants, reservations and restrictions set forth herein shall expire. Each and every contract, deed or other instrument hereafter executed within the Term covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of

whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. The Declarant hereby declares that the burden of the covenants and restrictions set forth herein touch and concern the Property. The covenants and restrictions imposed by this Declaration shall benefit and may be enforced by Declarant, I&G Elliston, Inc., its affiliates, successors and assigns and any person who, from time to time, is or was the holder of a direct or indirect ownership interest in Declarant, I&G Elliston, Inc., and its affiliates, successors and assigns (the "Declarant Group"). Except with respect to a breach of or default under this Declaration occurring prior to expiration of the Term, this Declaration shall automatically terminate, be of no further force and effect, and all covenants, reservations and restrictions set forth herein shall be null and void at the expiration of the Term, without the need for any written instrument from the Declarant or any other person or entity and without the filing of a release or termination of this Declaration in the land records in which the Property is located.

Notwithstanding anything to the contrary in this Declaration or the Deed, in the event of a sale, transfer, or other disposition of the Property, including but not limited to a conveyance pursuant to a deed-in-lieu of foreclosure or the sale of the Property at a foreclosure, to (i) a holder of, or secured party under, any bona-fide unpaid and outstanding mortgage or deed of trust encumbering the Property or other instrument creating a security interest against the Property having priority over all other recorded monetary encumbrances and liens except for any such governmental, statutory or other liens made superior by statute (a "First Mortgagee"), (ii) an affiliate of a First Mortgagee, (iii) a purchaser at a foreclosure sale, or (iv) a transferee of a First Mortgagee or an affiliate of a First Mortgagee (each, a "Foreclosure Purchaser"), such Foreclosure Purchaser shall have no obligation to indemnify, defend and hold harmless the Declarant Group with respect to any Condominium Conversion occurring (x) prior to the acquisition of the Property by such Foreclosure Purchaser (unless such Foreclosure Purchaser consented to such Condominium Conversion prior to its acquisition of the Property), or (y) following the conveyance of the Property by such Foreclosure Purchaser to a third party purchaser, provided that such Foreclosure Purchaser did not commit a Condominium Conversion prior to such conveyance. The foregoing shall not be deemed to negate or make unenforceable any other term, indemnification, covenant or condition of the Deed or this Declaration, it being expressly understood by the parties hereto that any Foreclosure Purchaser, upon taking title to the Property, shall automatically be deemed to have assumed, and shall be bound by, the covenants and conditions contained in the Deed and Declaration. In the event of litigation arising out of such indemnification, covenants or conditions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of court from the non-prevailing party. In the event the Property shall be subject to any Condominium Conversion prior to the expiration of the Term, nothing in this Deed shall be construed to grant a right of reversion to Declarant, its successors or assigns.

3. Enforcement. Any such action brought pursuant to this Section 3, shall be limited exclusively to an action by the Declarant Group against the owner of the Property that breached this Declaration by defaulting in the performance or observance of any covenant, agreement or obligation set forth in the Declaration and any subsequent owner of the Property (collectively, a "Defaulting Owner"). Should there exist a default in the performance or observance of any covenant, agreement or obligation set forth in this Declaration, then any member of the Declarant Group may declare an event of default to have occurred hereunder, and, at any of said parties option, it may take one or more of the following steps against the Defaulting Owner:

(a) by mandamus or other suit, action or proceeding at law or in equity, to require the owner of the Property or its successors and assigns to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the provisions of this Declaration;

(b) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements hereunder, including without limitation, by injunction, it being specifically recognized that damages will not be an adequate remedy to compensation for a violation of this Declaration. All rights and remedies as set forth herein shall be cumulative and non-exclusive to the extent permitted by law. In the event that any member of the Declarant Group brings an action against any other party by reason of the breach of any condition or covenant, representation or warranty in this Declaration, or otherwise, arising out of this Declaration, the prevailing party in such action shall be entitled to recover from the other reasonable attorneys' fees to be fixed by the court which shall render a judgment, as well as costs of suit.

4. Indemnity. Defaulting Owner agrees to indemnify, defend and hold harmless the Declarant and its partners, trustees, beneficiaries, shareholders, members, managers, directors, officers, employees and agents and representatives and each of their respective members, partners, officers, directors, trustees, affiliates, parents, subsidiaries, shareholders, managers, beneficiaries, employees and agents of every tier (collectively, the "Indemnified Parties") from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever, whether in tort, contract or otherwise (including without limitation, court costs and reasonable attorneys' fees and disbursements and the cost incurred in connection with any statutory right to repair) made or brought by any condominium, homeowners' or other association or cooperative for the Property or by any party or parties who acquire or contract to acquire any ownership or leasehold interest in the Property in violation of this Declaration, including, but not limited to, any unit owner or owners of any condominium or cooperative, homeowners' or other associations for the Property, their agents, employees and successors and assigns (collectively, "Claims") arising out of, in connection with or related to (a) any default of this Declaration by the Defaulting Owner; or (b) the Property.

5. Miscellaneous.

(a) A determination that any provision of this Declaration is invalid or unenforceable will not affect the validity or enforceability of any other provision of this Declaration or the enforceability of that provision under other circumstances. The captions in this Declaration are for convenience of reference and are not to be considered in construing this Declaration. This Declaration shall be governed by the laws of the State of Tennessee.

(b) This Declaration shall be amended only with the express written consent of the Declarant and the owner of the Property by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of Davidson County Tennessee.

(c) In the event that a party to this Declaration brings an action against any other party to this Declaration by reason of the breach of any condition or covenant, representation or warranty in this Declaration, or otherwise arising out of this Declaration, the prevailing party in such action shall be entitled to recover from the other reasonable attorneys' fees to be fixed by the court which shall render a judgment, as well as the costs of suit.

(d) Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, or by email, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

To Grantor:	c/o LaSalle Investment Management, Inc. 333 West Wacker Drive, Suite 2300 Chicago, Illinois 60606 Attention: Ty Spearing E-Mail: ty.spearing@lasalle.com
with a copy to:	Dykema Gossett PLLC 10 South Wacker Drive, Suite 2300 Chicago, Illinois 60606 Attention: R.K. Hagan E-Mail: rhagan@dykema.com
To Grantee:	c/o Spyglass Capital Partners, LLC 48 Everett Road Demarest NJ 07627 Attention: Adam S. Cohen Email: adam@spyglasscp.com
With a copy to:	Bryan Cave Leighton Paisner LLP Attn: Trevor Jenkins One Kansas City Place 1200 Main Street, Suite 3800 Kansas City, MO 64105-2122 Email: trevor.jenkins@bryancave.com

Notice shall be deemed given three business days after the date of mailing, by certified mail, postage prepaid, return receipt requested, or, if personally delivered, when received, or upon transmission, if emailed

EXHIBIT B

Permitted Exceptions

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

2. Agreement for Dedication for Access Easement by and between Oscar W. Carter and Baptist Hospital, Inc., of record in Book 8786, Page 348, in the Register's Office of Davidson County, Tennessee.

3. Covenants, restrictions, and retained easements contained in Ordinance No. 91-1606, in the Metropolitan Clerk's Office of Davidson County, Tennessee.

4. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems by I & G Elliston, LLC, of record in Instrument No. 201310300112803, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Easement Agreement by and between Saint Thomas Midtown Hospital and I&G Elliston, Inc., of record in Instrument No. 201311150118430; as amended in Instrument No. 201608170085980, in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Access Easement by and between Tommy J. Ducklo and Beth K. Ducklo and I&G Elliston, Inc., of record in Instrument No. 201707260075727, in the Register's Office of Davidson County, Tennessee.

7. Rights of tenants in possession, as residential tenants only, under prior unrecorded residential leases with no rights of first refusal or options to purchase.

8. The following matters disclosed by an ALTA/NSPS survey made by Barge, Waggoner, Sumner and Cannon Inc. on August 02, 2019, designated Job No. 3535908:

   (a) FACADE OF BUILDING ON PARCEL 121 OVERHANGS PROPERTY LINE.

   (b) NORTHERLY PROPERTY LINE IS ALONG THE FACE OF THE BUILDING ON PARCEL 121 AND THE SAINT THOMAS HEART BAPTIST HOSPITAL SIGN OVERHANGS PROPERTY LINE.

   (c) ALONG THE WESTERLY PROPERTY LINE GUTTERS AND DOWN SPOUT OVERHANGS FROM 0.10' TO 0.25' ALONG PROPERTY LINE. FASCIA BOARD OVERHANGS UP TO 0.10'.

True Copy Certification

I, JASON WISSONG, 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 ILLINOIS

County of Kane

Personally appeared before me, [Name of Notary], a notary public for this county and state, [name of person making certification] who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Barbara M Kimberley
Notary's Signature

My Commission Expires: 4-22-2023
Notary' Seal (if on paper)

BARBARA M. KIMBERLEY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Apr 22, 2023