This instrument was prepared by:
Dawn Faxon Singer
Dickinson Wright PLLC
2600 West Big Beaver Road, Suite 300
Troy, Michigan 48084-3312

Karen Johnson Davidson County
Batch# 745482 **DEEDWARRSP**
10/28/2021 10:02:57 AM 7 pgs
Fees: $38.00 Taxes: $199,800.00

20211028-0144762

Special Warranty Deed

Address New Owner(s) as Follows:	Name and Address of the Person Responsible for the Payment of Real Property Taxes:	Map-Parcel Number:
7228 CENTENNIAL BLVD LLC c/o Prologis, Inc., 1800 Wazee Street, Suite 500, Denver, Colorado 80202	7228 CENTENNIAL BLVD LLC c/o Prologis, Inc., 1800 Wazee Street, Suite 500, Denver, Colorado 80202 Attn: Property Tax Coordinator	080 00 0 002.00

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

The actual consideration for this transfer is Fifty-Four Million Dollars ($54,000,000.00).

FORD MOTOR COMPANY,
a Delaware corporation

By: _____
Name: Victoria Pool
Its: Assistant Secretary

SUBSCRIBED AND SWORN TO before me, this the 18 day of October, 2021.

_____
Notary Public Ellen Rose D'Arca
My Commission Expires: May 25, 2027

THIS SPECIAL WARRANTY DEED, made as of the 21st day of October, 2021 by and between FORD MOTOR COMPANY, a Delaware corporation, as GRANTOR, and 7228 CENTENNIAL BLVD LLC, a Delaware limited liability company, as GRANTEE.

WITNESSETH

GRANTOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys with limited warranty covenants unto the GRANTEE, its successors and assigns, all of that certain lots, pieces or parcels of land, situated in the City of Nashville, County of Davidson and State of Tennessee, and more particularly described on attached Exhibit A (the "Property").

Commonly known as: 7228 Centennial Boulevard, Nashville, Tennessee 37209.

Subject to the following (collectively, the "Permitted Exceptions") and as further described on Exhibit B:

A. Building and use restrictions, conditions, covenants, reservations, exceptions, easements, and rights and agreements (whether or not similar to the foregoing) of record, as identified on Exhibit B;

B. Visible easements.

C. The lien of ad valorem real property taxes which are a lien not yet due and payable and water and sewer charges.

D. The state of facts an accurate survey or personal inspection of the Property would disclose.

E. (i) The Property shall only be used for industrial/commercial use, (ii) the landfill barrier cap shall remain and must be maintained by the owner of the Property, (iii) there shall be no use of groundwater by the Property and/or the owner thereof, (iv) the owner of the Property shall undertake and maintain all required vapor investigations and/or mitigation requirements in connection with any future building construction on the Property and (v) the owner of the Property shall be responsible for any and all environmental compliance and remediation (as required to maintain regulatory compliance) required with respect to the Property after the date hereof.

AND GRANTOR covenants with the Grantee, and Grantee's heirs, assigns, and successors, that except for the Permitted Exceptions, the granted premises are free from all encumbrances made by the Grantor, and that Grantor does warrant and will defend the same to the Grantee and Grantee's assigns, and successors, forever against the lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other, subject to the Permitted Exceptions.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed as of the day and year first above written.

FORD MOTOR COMPANY,
a Delaware corporation

By: _____
Name: Victoria Pool
Its: Assistant Secretary

STATE OF MICHIGAN)
) SS:
COUNTY OF WAYNE)

BEFORE ME, a Notary Public in and for said County and State, appeared FORD MOTOR COMPANY, a Delaware corporation, by Victoria Pool, its Assistant Secretary, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation, that the same is his/her free act and deed both individually and as such Assistant Secretary and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Dearborn, Michigan, this 18 day of October, 2021.

ELLEN ROSE DARCA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 25, 2027
Acting in the County of Wayne

Notary Public Ellen Rose Darca
My commission expires: May 25, 2027

[Notary Seal]

AFTER RECORDING RETURN TO:
7228 CENTENNIAL BLVD LLC
c/o Prologis, Inc.
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attention: Jenna Mikes, Ryan George,
Tim Peters, Jason Bost and Kris Kucharski

EXHIBIT A TO SPECIAL WARRANTY DEED

Commencing at the centerline of the Guard Tower located atop the Northwest corner of the main prison wall, thence North 62°28'00" West a distance of 846.55 feet; thence South 08°27'00" West a distance of 836.37 feet to a point; thence South 41°00'00" West a distance of 395.24 feet to a point; thence North 52°07'13" West a distance of 342.88 feet to a point; thence South 76°41'13" West a distance of 68.97 feet to a point; thence South 73°39'15" West a distance of 113.82 feet to a point; thence North 15°11'41" West a distance of 187.26 feet to a point; thence North 52°05'22" West a distance of 233.59 feet to a point; thence North 14°13' 40" West a distance of 179.87 feet to a point; thence South 74°34'58" West a distance of 578.63 feet to a point in the East line of Centennial Boulevard: thence North 18'30'00" West a distance of 2087.11 feet to the Point of Beginning; thence continuing North 18°30'00" West a distance of 196.66 feet to a point; thence Southeasterly along a curve to the left having a radius of 30.00 feet, central angle 117°56'48", chord bearing South 77°30' 00" East 51.42 feet, a distance of 61,76 feet along the arc to a point; thence Northeasterly along a curve to the right having a radius of 551.87 feet, central angle 22°07'36" chord bearing North 54°'37'14" East 211.80 feet, a distance of 213.12 feet along the arc to point; thence Northeasterly along a curve to the left having a radius of 30.00 feet, central angle 45°07'19", chord bearing North 43°07'06" East 23.02 feet, a distance of 23.63 feet along the arc to a point; thence Northeasterly along a curve to the right having a radius of 1159.53 feet, central angle 03°46'06", chord bearing North 22°26'11" East 76.25 feet, a distance of 76.26 feet along the arc to a point; thence Northeasterly along a curve to the right having a radius of 260.00 feet central angle 45°00'55" chord bearing North 45°27' 34" East 199.06 feet, a distance of 204.27 feet along the arc to a point; thence Northeasterly along a curve to the right having a radius of 2277.47 feet, central angle 07°17' 21", chord bearing North 71°36'42" East 289.54 feet, a distance of 289.74 feet along the arc to a point; Thence North 33°26'15" West a distance of 423.41 feet to a point; thence North 51°30'00" East a distance of 551.19 feet to a point; thence North 18°30'00" West a distance of 1121.00 feet to a point; thence North 51°30'00" East a distance of 1195.00 feet to a point in the low water line of the West bank of the Cumberland River; thence South 33°22'52" East a distance of 1057.62 feet along said low water line to a point; thence South 31°29'44" East a distance of 2612.93 feet, continuing along said low water line to a point; thence South 58°25'08" West a distance of 163.91 feet to a point, thence South 30°12' 05" East a distance of 5.54 feet to a point; thence South 58°55'26' West a distance of 99.42 feet to a point: thence South 25°55'11" West a distance of 433.12 feet to a point; thence South 60°38'29" West a distance of 11.72 feet to a point: thence South 71°27'51" West a distance of 187.24 feet to a point; thence South 71°26'46" West a distance of 234.42 feet to a point; thence South 74°35'56" West a distance of 95.07 feet to a point; thence North 53°19'14" West a distance of 187.69 feet to a point; thence North 03°51'39" West a distance of 186.60 feet to a point; thence South 69°27'52" West a distance of 150.11 feet to a point; thence South 60°42'21" West a distance of 62.74 feet to a point; thence South 73°12'44'" West a distance of 101.41 feet to a point; thence North 20°01'18" West a distance of 211.32 feet to a point; thence South 71°39'14" West a distance of 162.95 feet to a point; thence North 04°34' 48" West a distance of 172.97 feet to a point; thence North 00°07'51" West a distance of 237.12 feet to a point; thence North 17°49' 21" West a distance of 550.92 feet to a point; thence northwesterly along a curve to the left having a radius of 375.00 feet, central angle of 45°51' 03", chord bearing South 87°18'15" West 292.15 feet, a distance of 300.09 feet along the arc to a point; thence North 68°12'26" West for a distance of 71.02 feet to a point; thence South 71 °23'46" West a distance of 333.01 feet to a point: thence South 18°36'14" East a distance of 4.67 feet to a point; thence South 71°23'46" West a distance of 35.07 feet to a point; thence South 86°40'24" West a distance of

44.31 feet to a point; thence South 71°48'16" West a distance of 614.21 feet to a point; thence South 40°31'03" West a distance of 362.09 feet to the Point of Beginning.

LESS AND EXCEPT:

Certain property conveyed to Carlex Glass America, LLC, a Delaware limited liability company from Ford Motor Company, a Delaware corporation by Quitclaim Deed of record in Instrument No. 20190225-0016977, in the Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to Ford Motor Company, a Delaware corporation by Quit Claim Deed from Automotive Components Holdings, LLC, a Delaware limited liability company of record in Instrument No. 20130509-0046833, in the Register's Office of Davidson County, Tennessee.

Commonly known as 7228 Centennial Boulevard, Nashville, Tennessee

Parcel ID: Map 80, Parcel 2

EXHIBIT B TO SPECIAL WARRANTY DEED

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Taxes for the year 2022, a lien, not yet due and payable.
3. Water (Riparian Rights) -
   (a) the rights of upper and lower riparian owners to the free and unobstructed flow of the water of Cumberland River without diminution or pollution and the consequence of any past or future change in the location of Cumberland River
   (b) riparian rights incident to premises;
   (c) rights of upper and lower riparian owners in and to the waters of Cumberland River crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution;
   (d) any enlargement or loss of land by reason of avulsion, accretion, or reliction, and questions of ownership caused by subsequent rebuilding or reformation of land.
4. Rights of U.S.A., the State of Tennessee, and the public generally below the mean low water mark of Cumberland River.
5. Easement dated June 19, 1967, from Ford Motor Company to Tennessee Natural Gas Lines, Inc. as shown on the Survey reference MSG Project FORDA7B dated 12-2-2009 and prepared by Mannik & Smith Group, Inc. (hereinafter the "Survey").
6. Easement dated May 24, 1956 from Ford Motor Company to the City of Nashville, acting by and through the Electric Power Board of the City of Nashville and Davidson County, Tennessee, as shown on the Survey.
7. Easement dated June 20, 1956 from Ford Motor Company to the City of Nashville, acting by and through the Electric Power Board of the City of Nashville and Davidson County, Tennessee, as shown on the Survey.
8. Easement Agreement dated February 12, 1986 from Ford Motor Company to the Nashville Gas Company, a division of Piedmont Natural Gas Company, Inc. as shown on the Survey.
9. All matters contained in Deed of Flowage Easement of record in Book 2271, Page 217, in the Register's Office for Davidson County, Tennessee, as shown on the Survey.
10. The interest in the land, if any, created by the one-page document styled "Description Additional Easement from Ford Motor Company" which document (a) is unsigned, unacknowledged, and unrecorded; (b) does not designate a grantee; and (c) bears a date designation of September 5, 1985 as shown on the Survey.
11. Terms, conditions, restrictions and easements contained in the Special Warranty Deed of record in Instrument Number 20080415-0038134, in the Register's Office for Davidson County, Tennessee.
12. Amended and Restated Grant of Easement and Access Rights and Declaration of Restrictions and Covenants of record in Instrument Number 20110330-0024539, in the Register's Office for Davidson County, Tennessee.
13. Amended and Restated Easement Agreement and Declaration of Restrictive Covenants of record in Instrument Number 20110330-0024540, in the Register's Office for Davidson County, Tennessee.
14. Unrecorded Private Sidetrack Agreement, dated May 4, 2009 by and between CSX Transportation, Inc., a Virginia corporation, and Zeledyne, L.L.C., a Delaware limited liability company.

15. Any other Permitted Encumbrance, Approved Conditions of Title and Third Party Unpermitted Encumbrances, as defined in that certain Equity and Asset Purchase Agreement, dated as of February 11, 2008, as amended.
16. Easement to West Davidson County Properties, LLC of record in Instrument Number 20001201-0118307, in the Register's Office for Davidson County, Tennessee.
17. Railroad Right of Way of record in Book 2601, Page 99, in the Register's Office for Davidson County, Tennessee.
18. Easement to Metropolitan Government of Nashville and Davidson County of record in Book 6422, Page 19, in the Register's Office for Davidson County, Tennessee.
19. Easement Agreement and Declaration of Restrictive Covenants of record in Instrument Number 20080415- 0038135, in the Register's Office for Davidson County, Tennessee. Easement Agreement Modification and Amendment of record in Instrument Number 20101216-0100272, in the Register's Office for Davidson County, Tennessee.
20. Notice that Land has been used as a solid waste disposal facility of record in Instrument No. 200507290089223, Register's Office for Davidson County, Tennessee.
21. Memorandum of Environmental Cooperation Agreement of record in Instrument Number 20110504-0034191 and Instrument No. 20110401-0025290, in the Register's Office for Davidson County, Tennessee.
22. Easement Agreement of record in Instrument Number 20110401-0025288, in the Register's Office for Davidson County, Tennessee.
23. License Agreement for Use of Plant Electrical Service of record in Instrument Number 20110401-0025289, in the Register's Office for Davidson County, Tennessee.
24. Additional Easement from Ford Motor Company, described within the document as being set out on the "Nashville Electric Service Drawing No. PSK-881-A, Sheet 2 of 4.
25. Letter dated 07-29-85 on behalf of Ford, Glass Division, Nashville Glass Plat to D.E. Siddall, et al, requesting approval of Gas Line Easement.
26. Private Sidetrack Agreement, dated June 30, 2006, by and between CSX Transportation, Inc., a Virginia corporation, and Automotive Components Holdings, LLC, a Delaware limited liability company.
27. Land use restrictions and easement set forth in Special Warranty Deed (Including Imposition of Land Use Restrictions and Easement) by and between Automotive Components Holdings, LLC, a Delaware limited liability company and Zeledyne, L.L.C., a Delaware limited liability company, recorded as Instrument No. 200804150038134, Register's Office for Davidson County, Tennessee.
28. Contract dated 10-17-56 by and between The Nashville, Chattanooga & St. Louis Railway, a Tennessee corporation and Ford Motor Company, a Delaware corporation, Easement dated 05-24-56 from Ford Motor Company, a Delaware corporation.
29. 60.00 foot Ingress and Egress Right-of-Way Easement described by Christopher S. Denham, having a Tennessee Registered License No. 2000 on a survey dated 11-2-89 (but not provided for our review).
30. Agreement of record in Book 6736, Page 34, Register's Office for Davidson County, Tennessee.
31. First Amendment to Memorandum of Environmental Cooperation Agreement of record in Instrument Number 20190225-0016978, in the Register's Office for Davidson County, Tennessee.