Karen Johnson Davidson County
Batch# 1167026 DEEDWARRSP
08/06/2024 01:36:30 PM 5 pgs
Fees: $28.00 Taxes: $264,550.00
20240806-0059937

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
c/o Richland Acquisition Fund, LLC 3161 Michelson, Suite 425 Irvine, California 92612	Map/Parcel Nos:.121-00-0-274.00; 135-00-0-444.00; 121-00-0-275.00	c/o Richland Acquisition Fund, LLC 3161 Michelson, Suite 425 Irvine, California 92612
This instrument prepared by: Michael B. Noble, Bradley Arant Boult Cummings LLP, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, AIRPORT LOGISTICS II, LLC, a Tennessee limited liability company (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to HAVEN ONTARIO NMC 2, LLC, a Florida limited liability company, as to an undivided 77% interest, and LHC ONTARIO HOLDINGS, LLC, a Delaware limited liability company, as to an undivided 23% interest, as tenants in common (collectively, the "Grantee"), Grantee's successors and assigns, the real property described on **Exhibit A**, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject only to the matters described on **Exhibit B**, attached hereto and incorporated herein by reference (the "Permitted Encumbrances").

This is improved property located at 1922 Old Murfreesboro Pike & 1785 Reynolds Road, Nashville, TN 37217.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee, its successors and assigns, that Grantor has the right to convey the Property and the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances.

Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $71,500,000.00.

Affiant

Subscribed and sworn to before me this 5th day of August, 2024.

KATHERINE W. GIDSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires NOV. 6, 2024

Notary Public
My Commission Expires: 11/6/2024

4896-1264-1489.5

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective this 6th day of August, 2024.

GRANTOR:

AIRPORT LOGISTICS II, LLC

By:_____
Allen Arender, its Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Micah Williams, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Allen Arender, 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 Vice President of AIRPORT LOGISTICS II, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such Vice President.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 1st day of August, 2024.

Micah Williams
Notary Public

My Commission Expires:

MICAH ASHLEY WILLIAMS
STATE OF TENNESSEE
NOTARY PUBLIC
COMM. EXP. 09-08-2025
DAVIDSON COUNTY

EXHIBIT A

DESCRIPTION OF PROPERTY

Tract 1:

Land in Davison County, Tennessee, being Lot(s) 5, 6 and 7, as shown on the map entitled "RESUBDIVISION OF LOTS 5 & 6 AIRPORT LOGISTICS SUBDIVISION" of record by Instrument No. 202110120136761, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Tract 2:

Easements benefitting Tract 1 contained in Plat, of record as Instrument No. 201905070042704, said Register's Office.

Tract 3:

Easements benefitting Tract 1 contained in Declaration of Easements, Covenants, Conditions and Restrictions for Airport Logistics Park, of record as Instrument No. 202009160106012, said Register's Office.

Being a portion of the same property conveyed to Airport Logistics II, LLC, a Tennessee limited liability company, by Deed from Airport Logistics, LLC, a Tennessee limited liability company, of record by Instrument No. 201909120092513, in the Register's office of Davidson County, Tennessee.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2024 and subsequent years, not yet due and payable.
2. All matters shown on plat(s) of record in Instrument No. 202110120136761, in the Register's Office of Davidson County, Tennessee.
3. Restriction contained in Deed of recorded in Book 10215, Page 768, as re-recorded in Instrument No.200004070035220, and re-recorded in Instrument No. 200004130037341, in the Register's Office of Davidson County, Tennessee.
4. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by Airport Logistics, LLC, of record in Instrument No. 201608250088947, in the Register's Office of Davidson County, Tennessee.
5. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by Airport Logistics II, LLC, of record in Instrument No. 202003110027437, in the Register's Office of Davidson County, Tennessee.
6. Terms and provisions of Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Sewers, Water Mains, Pumps and Appurtenances, by and between Airport Logistics II, LLC and The Metropolitan Government of Nashville and Davidson County, its successors and assigns forever, of record in Instrument No. 202004080037159, in the Register's Office of Davidson County, Tennessee.
7. Terms and provisions of Declaration of Easements, Covenants, Conditions and Restrictions for Airport Logistics Park, by Airport Logistics, LLC, a Tennessee limited liability company and Airport Logistics II, LLC, a Tennessee limited liability company, of record in Instrument No. 202009160106012, in the Register's Office of Davidson County, Tennessee; as affected by Designation of Additional Private Roadway and Common Element for Airport Logistics Park of record in Instrument No. _202408060059935___.
8. Rights of tenants in possession, as tenants only, pursuant to unrecorded leases.
9. Temporary Access and Construction Easement Agreement, by Airport Logistics II, LLC, a Tennessee limited liability company, and Airport Logistics III, LLC, a Tennessee limited liability company, of record in Instrument No. _202408060059936___, in the Register's Office of Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Bainbridge Dillion, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact correct copy of the original document executed and authenticated according to law on 8/ 1 / 2024

Bainbridge Dillion
Affiant Signature

Date: 8/ 6 / 2024

State of Tennessee

County of Davidson

Sworn to and subscribed before me this **6th** day of August, 2024.

Jodean M. King
Notary's Signature

Notary's Seal

My Commission Expires: 7/22/2025
Date: 8 / 6 / 2024

