1st

SPECIAL WARRANTY DEED

FROM: KBS Nashville Industrial Portfolio I, LLC
a Delaware limited liability company

TO: Albany Road-Cumberland LLC, a Delaware limited liability company,
Grantee

This instrument was prepared by:
L. Bruce Fischer, Esq.
Greenberg Traurig, LLP
3161 Michelson Drive, Suite 1000
Irvine, CA 92612

Address New Owner(s) as follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Numbers
Albany Road-Cumberland LLC 10 High Street, 11th Floor Boston, Massachusetts 02110 Attention: Christopher J. Knisley	SAME	Map 07011, Parcel 003

FOR AND IN CONSIDERATION OF the sum of TEN MILLLION AND NO/100 DOLLARS ($10,000,000.00), the receipt and sufficiency of which are hereby acknowledged, KBS NASHVILLE INDUSTRIAL PORTFOLIO I, LLC, a Delaware limited liability company ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto ALBANY ROAD-CUMBERLAND LLC, a Delaware limited liability company ("Grantee"), its successors and assigns, those certain tracts or parcels of land in Davidson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings and structures located thereon (the "Property"), and all appurtenances and easements benefiting the Property.

The Property is improved property known as Cumberland Business Center, 431 Great Circle Road, Nashville, Davidson County, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise. This conveyance is expressly made subject to the matters set forth on Exhibit B.

BILL GARRETT, Davidson County
Trans:T20140046471 DEEDWARRSP
Recvd: 06/30/14 14:47 10 pgs
Fees:53.00 Taxes:37000.00
20140630-0057298

Witness my hand this 27th day of June, 2014.

GRANTOR:

KBS NASHVILLE INDUSTRIAL PORTFOLIO I, LLC,
a Delaware limited liability company

By: KBS REIT ACQUISITION XXVIII, LLC,
a Delaware limited liability company,
its sole member

By: KBS REIT PROPERTIES, LLC,
a Delaware limited liability company,
its sole member

By: KBS LIMITED PARTNERSHIP,
a Delaware limited partnership,
its sole member

By: KBS REAL ESTATE INVESTMENT TRUST, INC.,
a Maryland corporation,
general partner

By: _____
Charles J. Schreiber, Jr.
Chief Executive Officer

ACKNOWLEDGMENT

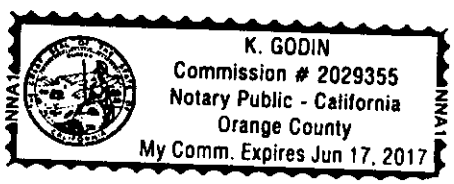
State of California
County of Orange)

On June 24, 2014 before me, K. Godin, Notary Public
(insert name and title of the officer)

personally appeared Charles J. Schreiber, Jr.,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____ **(Seal)**

STATE OF CALIFORNIA
COUNTY OF ORANGE

The actual consideration or value, whichever is greater, for this transfer is TEN MILLION AND NO/100 DOLLARS ($10,000,000.00).

GRANTOR:

KBS NASHVILLE INDUSTRIAL PORTFOLIO I, LLC,
a Delaware limited liability company

By: KBS REIT ACQUISITION XXVIII, LLC,
a Delaware limited liability company,
its sole member

By: KBS REIT PROPERTIES, LLC,
a Delaware limited liability company,
its sole member

By: KBS LIMITED PARTNERSHIP,
a Delaware limited partnership,
its sole member

By: KBS REAL ESTATE INVESTMENT TRUST, INC.,
a Maryland corporation,
general partner

By: _____
Charles J. Schreiber, Jr.
Chief Executive Officer

ACKNOWLEDGMENT

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

K. GODIN
Commission # 2029355
Notary Public - California
Orange County
My Comm. Expires Jun 17, 2017

Signature _____ **(Seal)**

EXHIBIT A

Description of Real Property:

(Attached)

431 Great Circle Road:

Land in Davidson County, Tennessee being Lot No. 35, on the Plan of MetroCenter Resubdivision of Lot 35, Section 18, as shown on plat of record in Book 9700, page 417, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being a portion of the same property conveyed to KBS Nashville Industrial Portfolio I, LLC, a Delaware limited liability company by deed from FirstCal Industrial 2 Acquisition, LLC., a Delaware limited liability company, recorded in Instrument No.20071120-0135820, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Any lien to secure payment of real estate taxes, including special assessments, not delinquent.

2. All applicable laws, ordinances, rules and governmental regulations (including, without limitation, those relating to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the property.

3. Any liens for services, labor or materials heretofore or hereafter furnished to the Property for which Grantee is entitled to a credit at closing pursuant to that certain Purchase and Sale Agreement and Escrow Instructions, dated as of May 12, 2014, as amended by that certain First Amendment to Purchase and Sale Agreement and Escrow Instructions, dated as of June 11, 2014, as assigned pursuant to that certain Assignment and Assumption of Purchase Agreement dated as of June 19, 2014 (as amended and assigned, the "Purchase Agreement"), for which Grantee is expressly responsible for payment under the terms of the Purchase Agreement, and/or which arises from any services, labor or materials contracted for by any tenant at the Property and with respect to which any such tenant is responsible for payment under the terms of its lease.

4. Rights of EndoChoice, Inc. as tenant in possession under unrecorded lease.

5. Matters set forth in Restrictive Covenants of record in Book 4784, page 659, as amended in Book 5792, page 787; Book 7012, page 61 and made applicable in Book 7012, page 62, Register's Office for Davidson County, Tennessee, which, among other things, contains or provides for covenants, conditions and restrictions but omitting any covenants, conditions or restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

6. Matters set forth in Restrictive Covenants Metrocenter of record in Book 5242, page 389, as amended in Book 7012, page 61, Register's Office for Davidson County, Tennessee, which, among other things, contains or provides for covenants, conditions and restrictions but omitting any covenants, conditions or restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

7. Matters set forth in Declaration of Restrictive Covenant of record in Book 9382, page 56, Register's Office for Davidson County, Tennessee, which, among other things, contains or provides for covenants, conditions and restrictions but omitting any covenants, conditions or restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

8. Matters set forth in Declaration of Restrictive Covenant of record in Book 9420, page 176, Register's Office for Davidson County, Tennessee, which, among other things, contains or provides for covenants, conditions and restrictions but omitting any covenants, conditions or restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

9. Matters set forth in Declaration of Special Covenants and Restrictions of record in Book 10499, page 994, Register's Office for Davidson County, Tennessee, which, among other things, contains or provides for covenants, conditions and restrictions but omitting any covenants, conditions or restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

10. Matters set forth in Declaration of Agreements, Charges, Assessments and Liens for Metrocenter Business Park of record in Book 7487, page 952, Register's Office for Davidson County, Tennessee, which, among other things, contains or provides for the establishment of easements, liens, private charges or assessments, covenants, conditions and restrictions but omitting any covenants, conditions or restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons. The By-laws for Metrocenter Improvements Association, Inc. are set forth in Book 7487, page 969, said Register's Office.

11. All matters shown on plan of record in Book 9700, page 417, Register's Office for Davidson County, Tennessee, as such items are depicted on the Tract I Survey: owner's certificate;15-foot public utility and drainage easement; 15-foot Colonial pipeline easement; Easement for city maintenance; Lake easement; and 80-foot minimum setback line from Great Circle Road.

12. Cheatham Dam Flowage Easement as set forth in instrument recorded in Book 2291, page 295 said Register's Office, as shown on the Tract I Survey.

13. Grant of Access Easement in favor of MetroCenter Improvements Association, Inc., as set forth in instrument recorded in Book 10500, page 1, said Register' Office, as such items are depicted on the Tract I Survey.

14. Permanent Levee Maintenance Easement and Temporary Right of Entry for Construction Purposes of record in Instrument No. 200005090047023, Register's Office for Davidson County, Tennessee, as shown on the Tract I Survey.

15. Easement for the flow of the waters of the Cumberland river (or creek), and the rights of the public therein.

16. The rights of Caremark, Inc., as lessee only, under an unrecorded lease, as disclosed by Memorandum of Lease dated July 14, 2005 by and between Duke Realty Limited Partnership, an Indiana limited partnership and Caremark, Inc., a California corporation, recorded July 18, 2005, as Instrument No. 200507180083378, Register's Office for Davidson County, Tennessee.

17. Survey Project No. 14154 (Previous Project No. 05097 & 13150) dated 6-23-2005 last revised 6-17-2014 and prepared by Steven C. Matthews, TN RLS #2352 of Dale & Associates (referred to herein as "Tract I Survey") indicates the following:
    (a) Concrete Sidewalk and Concrete Swale over East property line.