2nd

SPECIAL WARRANTY DEED

FROM: KBS Royal Parkway Center I & II, LLC
a Delaware limited liability company

TO: Albany Road-Royal 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:

Albany Road-Royal LLC
10 High Street, 11th Floor
Boston, Massachusetts 02110
Attention: Christopher J. Knisley

Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:

SAME

Map-Parcel Numbers

Map 095, Parcel 115

FOR AND IN CONSIDERATION OF the sum of ELEVEN MILLION AND NO/100 DOLLARS ($11,000,000.00), the receipt and sufficiency of which are hereby acknowledged, KBS ROYAL PARKWAY CENTER I & II, LLC, a Delaware limited liability company ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto ALBANY ROAD-ROYAL 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 Royal Parkway Center I & II, 500-520 Royal Parkway and 2501-2515 Perimeter Place Drive, 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 14:49 8 pgs
Fees:43.00 Taxes:40700.00
20140630-0057299

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

GRANTOR:

KBS ROYAL PARKWAY CENTER I & II, LLC,
a Delaware limited liability company

By: KBS NASHVILLE INDUSTRIAL PORTFOLIO I, LLC,
a Delaware limited liability company,
its sole member

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.

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

Signature _____ **(Seal)**

STATE OF CALIFORNIA
COUNTY OF ORANGE

The actual consideration or value, whichever is greater, for this transfer is ELEVEN MILLION AND NO/100 DOLLARS ($11,000,000.00).

GRANTOR:

KBS ROYAL PARKWAY CENTER I & II, LLC,
a Delaware limited liability company

By: KBS NASHVILLE INDUSTRIAL PORTFOLIO I, LLC,
a Delaware limited liability company,
its sole member

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

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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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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)

500-520 Royal Parkway and 2501-2515 Perimeter Place Drive:

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

Land in Davidson County, Tennessee, being Lot 2 of the Greenbrier Business Park of record in Plat Book 6900, page 81,. Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Included in the above but excluded therefrom is that portion conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, by deed of record in Book 9637, page 947, Register's Office for Davidson County, Tennessee and described as follows:

Beginning at a point on the existing southerly right-of-way margin of Royal Parkway, said point being in the northwesterly corner of the aforementioned Joseph V. Russell & Associates property located along a curve left, from the Northeast property corner of the aforementioned property and the Northwest corner of the property held by Royal Park Investment, L.P., a chord bearing of N 08 deg. 25' 20" E, a chord length of 32.90 feet a radius of 50.00 feet, an arc length of 33.52 feet to the said point of beginning, thence from said point of beginning along the said existing right-of-way margin, a curve to the left, bearing N 33 deg. 07' 05" W, a radius of 50.00 feet, an included angle of 44 deg. 40' 02", and an arc length of 38.96 feet to a point, thence along a curve to the right, a chord bearing of N 46 deg. 29' 08" W, a radius of 980.64 feet, an included angle of 17 deg. 55' 59" and an arc length of 306.93 feet to a point, thence N 37 deg. 31' 08" W, 249.21 feet to a point, thence a curve to the left, bearing N 53 deg. 00' 41" W, a radius of 361.77 feet, an included angle of 30 deg. 59' 05", and an arc length of 195.64 feet to a point, thence a curve to the left bearing S 62 deg. 29' 55" W, a radius of 50.00 feet, an included angle of 97 deg. 59' 44", and an arc length of 85.52 feet to a point, thence an arc to the left bearing S 11 deg. 01' 27" W, a radius of 293.83 feet, an included angle of 4 deg. 26' 21", and an arc length of 22.77 feet to a point on the East right-of-way margin of Perimeter Place Drive, thence along the new Southerly right-of-way margin of Royal Parkway, a curve to the right, the chord bearing of which is N 61 deg. 39' 20" E, a radius of 50.00 feet, an included angle of 96 deg. 49' 24", and an arc length of 84.49 feet to a point, thence an arc to the right, the chord bearing of which is S 53 deg. 47' 36" E, a radius of 315.60 feet; an included angle of 32 deg. 16' 45", and an arc length of 177.80 feet to a point, thence S 37 deg. 39' 13" E, 240.20 feet to a point, thence an arc to the left, a chord bearing of S 46 deg. 38' 32" E, a radius of 997.43 feet, an included angle of 17 deg. 58' 38", and an arc length of 312.96 feet to a point, thence along a line S 55 deg. 37' 52" E, 47.41 feet to the point of beginning, containing 0.3595 acres, more or less.

Being a portion of the same property conveyed to KBS Nashville Industrial Portfolio I, LLC, a Delaware limited liability company by Special Warranty 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.

Being the same property conveyed to KBS Royal Parkway Center I & II, LLC by deed of record in Instrument No. 20120713-0061804, 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 CBRE, Inc., AmSurg Corporation, South Western Communications, General Service Administration, Memphis Pathology Laboratory, AdvanceMed Corporation, EMIDS Technologies Prvt Lmtd, and National Federation of Ind., as tenants in possession under unrecorded leases.
5. Matters shown on the Plan of record in Book 6900, page 81, Register's Office of Davidson County, Tennessee, as such items are depicted on the Tract II Survey: owner's Certificate; Overhang easement; 20-foot drainage easement and 3 x 15-foot anchor easements.
6. Permanent Easement and Temporary Construction Easements contained in an instrument of record in Book 9637, page 947, Register's Office of Davidson County, Tennessee.
7. Survey Project No. 201401358-002 dated May 28, 2014, last revised June 16, 2014 and prepared by Gregory S. McVicar, TN RLS #2659 of Sherrill & Associates, Inc. on behalf of Bock & Clark's National Surveyor's Network (referred to herein as "Tract II Survey"), indicates the following:
   a. Retaining wall crossing northeasterly property line by a width of 2.50' for a length of 44.13' as shown (See Item A).
   b. Parking spaces and concrete curbing crossing in northeasterly portion.
   c. Overhead Electric Utility lines crossing in southwesterly portion.
   d. Light standards crossing in westerly line.
   e. Block Landscaping wall west of entrance off of Perimeter Place Drive, crosses northerly property line by a width of 18.35' for a length of 4.14' as shown.
   f. Block Landscaping wall east of entrance off of Perimeter Place Drive, crosses northerly property line by a width of 12.03' for a length of 4.36' as shown.