This instrument prepared by
and after recording to be returned to:

Karr Tuttle Campbell
701 Fifth Avenue #3300
Seattle, Washington 98104
Attn: Kathryn A. Robinson, Esq.

Karen Johnson Davidson County
Batch# 288638 DEEDWARRSP
09/19/2019 03:47:30 PM 6 pgs
Fees: $33.00 Taxes: $197,395.00
20190919-0095486

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Parcel Numbers:
Cambridge at Hickory Hollow Owner LLC c/o Security Properties Inc. 701 Fifth Ave., Suite 5700 Seattle, WA 98104	Cambridge at Hickory Hollow Owner LLC c/o Security Properties Inc. 701 Fifth Ave., Suite 5700 Seattle, WA 98104	**163-301.00**

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 which are hereby acknowledged, **PASSCO HICKORY DST**, a Delaware statutory trust (herein referred to as the "Grantor"), whose address is c/o Passco Companies, LLC, 2050 Main Street, Suite 650, Irvine, California 92614, has this day bargained and sold and, by these presents, does hereby transfer and convey unto **CAMBRIDGE AT HICKORY HOLLOW OWNER LLC**, a Delaware limited liability company (herein referred to as "Grantee"), whose address is 701 Fifth Avenue, Suite 5700, Seattle, WA 98104, its heirs, successors and assigns, forever, the following described improved real property, to wit:

> ALL THAT TRACT OR PARCEL of land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit A** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD said tract of parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, its heirs, successors and assigns, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that Grantor is lawfully seized and possessed of said property, that Grantor has a good and lawful right to sell and convey the same, and that the Property is free from any lien or encumbrance whatsoever, except for applicable zoning and building regulations, the easements, restrictions and limitations listed on **Exhibit B** attached hereto, and 2019 real estate taxes, which are to be prorated.

GRANTOR FURTHER COVENANTS with the said Grantee and binds itself, its heirs/successors and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to the said Grantee, its heirs and assigns, against the lawful claims and demands of all persons whomsoever.

ALL warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor.

[Signature pages follow.]

WITNESS this the 18th day of September, 2019.

GRANTOR:

PASSCO HICKORY DST,
a Delaware statutory trust

By: Passco Hickory Manager, LLC,
a Delaware limited liability company
its Manager

By:_____
Name: Larry K. Sullivan
Title: President

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA §
§
COUNTY OF ORANGE §

On September 4th, 2019, before me, V. Chatzipantsios, Notary Public, personally appeared Larry K. Sullivan 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, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person 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.

V. CHATZIPANTSIOS
Notary Public - California
Orange County
Commission # 2286950
My Comm. Expires Apr 29, 2023

WITNESS my hand and official seal.

_____
Notary Public in and for the State of California

[Affix Notarial Seal]

My commission expires: April 29, 2023

[Affidavit of Consideration on Following Page]

Affidavit of Consideration

STATE OF WASHINGTON

COUNTY OF KING

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information and belief, the actual consideration or value of this transaction, whichever is greater, for recording tax purposes is $53,350,000.00.

GRANTEE:

CAMBRIDGE AT HICKORY HOLLOW OWNER LLC,
a Delaware limited liability company

By: Cambridge Venture LLC, a Delaware limited liability company, its Sole Member

By: SP Cambridge LLC, a Washington limited liability company, its Managing Member

By: _____
Name: Robert M. Krokower
Title: Chief Executive Officer

Subscribed and sworn to before me this the 13th day of September, 2019.

[SEAL]

ALYSHA A YAGODA
NOTARY PUBLIC
206451
COMMISSION EXPIRES
4-09-23
STATE OF WASHINGTON

_____
Notary Public in and for the State of Washington
My Commission Expires: 4-09-23

EXHIBIT A

REAL PROPERTY

A parcel of land located in Davidson County, Tennessee and more particularly described as follows:

Being Lot 1, as shown on the Plat of Cambridge at Hickory Hollow as of record in Book 9700, Page 2, Register's Office for Davidson County, Tennessee.

INCLUDED in the above description, but specifically EXCLUDED is the tract of land conveyed to the State of Tennessee by Warranty Deed of record in Book 10132, Page 953, said Register's Office.

Being the same property conveyed to Passco Hickory DST, a Delaware statutory trust, by Special Warranty Deed from Hickory Hollow Gardens Associates, LLC, a Delaware limited liability company, of record August 19, 2014 as Instrument No. 20140819-0075249 in the Register's Office of Davidson County, Tennessee.

PROPERTY ADDRESS: **660 Bell Road, Antioch, TN 37013 (Improved)**
TAX PARCEL NUMBER: **163-00-0-301-00**

EXHIBIT B

PERMITTED EXCEPTIONS

1) Taxes for the year 2019, a lien not yet due and payable.

2) Subject to the following matters shown on plat of record in Plat Book 6250, page 13 and in Plat Book 9700, page 2, Register's Office for Davidson County, Tennessee: (a) Drainage easement; (b) 20-foot sanitary sewer easement; (c) Gas line easement; (d) 30-foot minimum building setback line; and (e) utility pole anchor easement.

3) Declaration of Covenants and Restrictions of record in Deed Book 6301, page 745, and Amended and Restated Declaration of Covenants and Restrictions of record in Deed Book 9659, page 14, Register's Office for Davidson County, Tennessee.

4) Storm Water Detention Agreement of record in Deed Book 10348, page 956, Register's Office for Davidson County, Tennessee.

5) Agreement for Sanitary Sewers and/or Storm Drainage Easement of Record in Deed Book 7453, page 460, Deed Book 7775, page 361, and Deed Book 10419, Page 465 excepting the temporary construction easements described therein, Register's Office for Davidson County, Tennessee.

6) Drainage Easement of record in Deed Book 6196, page 135 excepting the temporary construction easements described therein, Register's Office for Davidson County, Tennessee.

7) Transmission Line Easement to Gulf Interstate Gas of record in Deed Book 2203, page 575 and Assigned in Deed Book 2875, page 299 and as partially released in Deed Book 4457, page 377, Register's Office for Davidson County, Tennessee.

8) Easements conveyed to the State of Tennessee of record in Deed Book 10132, page 953, Register's Office for Davidson County, Tennessee.

9) Grant of Easement of record in Instrument No. 201112060095096, Register's Office for Davidson County, Tennessee.

10) Rights of tenants in possession, as tenants only, under prior unrecorded residential leases, which prior unrecorded leases do not include any rights of first refusal or any other options to purchase the property, or any portion thereof.

Tennessee Certification of Electronic Document

I, Heather Wood, do hereby make oath that I am a licensed attorney and/or the
Signer's Name

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.

Heather Wood
Signature

State of Tennessee
County of Williamson

Personally appeared before me, Brina Mathis, a notary public for this county and
Notary's Name

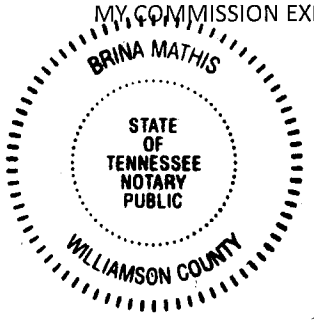
state, Heather Wood, who acknowledges that this certification of an electronic
Signer's Name

document is true and correct and whose signature I have witnessed.

Brina Mathis
Notary Signature

MY COMMISSION EXPIRES: 4-21-2020

NOTARY'S SEAL



(3) All electronic documents eligible for registration pursuant to this subsection are validly registered when accepted for recording by the county register. Electronic documents registered by county registrars prior to July 1, 2007 shall be considered validly registered with or without the certification provided in subsection (2).