This instrument was prepared by:
Samuel Zaretsky
Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022

SPECIAL WARRANTY DEED

FROM: LAT Bellevue Ridge, LLC,
a Delaware limited liability company

TO: 100 Belle Valley Dr LLC,
a Delaware limited liability company

Karen Johnson Davidson County
Batch# 900480 DEEDWARRSP
08/08/2022 12:57:49 PM 9 pgs
Fees: $48.00 Taxes: $236,800.00
20220808-0090081

Address New Owner as Follows:	Send Tax Bills To:	Map/Parcel Numbers
c/o GVA Pro, LLC 500 W. 2nd St., Ste 1900 #29 Austin, TX 78701 Attn: Alan Stalcup and Benoit Rochard	Same	Map & Parcel No: 11400016700

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $64,000,000.00.

Pam Cox, as agent
Affiant

Sworn to and subscribed before me, this 1 day of August, 2022

Genie Rushing
Notary Public

My Commission Expires: 12-30-2025

GENIE RUSHING
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
MY COMMISSION EXPIRES 12-30-2025

This Special Warranty Deed (this "**Deed**") is made on this first day of August, 2022. LAT Bellevue Ridge, LLC, a Delaware limited liability company, whose address is c/o Starwood Asset Management, 400 Galleria Parkway, Suite 1450, Atlanta, GA 30339 ("**Grantor**"), for and in consideration of the payment of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, transferred, sold and conveyed and does hereby grant, bargain, transfer, sell and convey in favor of and to 100 Belle Valley Dr LLC, a Delaware limited liability company ("**Grantee**"), whose address is c/o GVA Pro, LLC, 500 W. 2nd St., Ste 1900 #29, Austin, TX 78701, all of Grantor's right, title and interest in and to the following described real property, to-wit (the "**Property**"):

See **Exhibit 1** attached hereto and incorporated herein by this reference;

This is improved property located at 100 Belle Valley Drive, Nashville, TN 37209.

Subject to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, any matters that a survey or inspection of the Property would disclose, all zoning ordinances and regulations and any other laws, ordinances or governmental regulations restricting or regulating the use, occupancy or enjoyment of the Property (collectively, the "**Permitted Exceptions**");

TO HAVE AND TO HOLD the Property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Grantee, its successors and assigns, forever in fee simple.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and that Grantor has full power, authority and right to convey the same subject only to the Permitted Exceptions and other terms and conditions of this Deed. Grantor further covenants and binds itself, its representatives, successors and assigns to warrant specially and forever defend the title to the Property to Grantee, and Grantee's successors and assigns, against the lawful claims of all persons claiming through and under Grantor (other than claims arising out of the Permitted Exceptions), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This Deed and the conveyance evidenced hereby is made subject to the express condition (the "**Conversion Condition**") that on or before August 1, 2027 (the "**Expiration Date**"), the Property shall not be converted or otherwise modified so as to become a condominium development, horizontal property development, or other form of common interest development and Grantee, its successors and assigns shall not, at any time before the Expiration Date, make or permit to be made effective a declaration of condominium ownership, master deed or other document creating any horizontal property regime, or other document, device or instrument subdividing or creating fractionalized ownership of any kind with respect to all or any part of the Property (a "**Conversion Act**").

In addition to any rights or remedies Grantor may have at law or in equity, if, contrary to the requirements of the Conversion Condition set forth above, the Property shall be subject to any Conversion Act prior to the Expiration Date, Grantee, on behalf of itself, its successors and its assigns, agrees to indemnify, defend and hold Grantor, Grantor's affiliates, and each of their respective members, partners, officers, directors, trustees, parents, subsidiaries, shareholders, managers, beneficiaries, employees and agents (collectively, the "**Indemnified Parties**"), harmless from and against any and all demands, claims, causes of action, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever and of any kind or nature (including, without limitation, court costs and reasonable attorneys' fees arising out of any of the above), whether in tort, contract or otherwise, and whether arising under statutes in effect in the State of Tennessee or otherwise, arising out of or directly relating to claims made or brought by or on behalf of any party or parties (or their successors and assigns) who acquire or contract to acquire any condominium or other form of common ownership interest in the Property following the filing or recording of any document by Grantee (or its successors and assigns) providing for the conversion of the Property to a form of condominium ownership or which constitutes any other Conversion Act under any state or local law (including, without limitation, condominium and homeowner associations and horizontal property developments), in connection with or related to, the physical condition of the Property prior to, at and subsequent to the date of this Deed, including, without limitation, with respect to deficiencies (including, without limitation, any latent or patent defect) in the design, specification, surveying, planning, development, supervision or construction of an improvement to the Property, or any injury arising out of any such deficiency, all structural and seismic elements of the Property, all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other systems, the existence of asbestos, mold, mildew or fungi and the environmental condition of the Property.

The foregoing indemnification, covenants, conditions and restrictions shall run with title to the Property herein described, and shall inure to the benefit of, and shall be binding upon, Grantor and Grantee and their respective heirs, successors and assigns. Grantee hereby covenants and agrees not to sell, transfer or otherwise dispose of the Property, or any portion thereof (other than for individual tenant use as contemplated hereunder) prior to the Expiration Date, without obtaining from the Grantee's successor or transferee and delivering same to Grantor a written agreement for the benefit of the Indemnified Parties acknowledging the Conversion Condition and assuming all of Grantee's covenants, duties and obligations hereunder (provided that no such assumption shall relieve Grantee of its obligations hereunder to Grantor). In the event of any sale, transfer or other disposition of the Property by Grantee, Grantee shall endeavor to provide Grantor with written notice thereof at least five (5) business days prior to the effective date thereof. Such notice shall be sent by nationally recognized overnight delivery service to:

LAT Bellevue Ridge, LLC
c/o Starwood Asset Management
400 Galleria Parkway, Suite 1450
Atlanta, GA 30339
Attn: James Kane

Phone: (770) 644-2341
Email: kanej@starwood.com

With a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Christopher L. Hartmann, P.C.
Phone: (212) 446-6464
Email: christopher.hartmann@kirkland.com

[Remainder of Page Intentionally Left Blank;
Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the date first set forth above.

GRANTOR:

LAT BELLEVUE RIDGE, LLC,
a Delaware limited liability company

By: _____
Name: James Kane
Title: Authorized Signatory

STATE OF GEORGIA)
)
COUNTY OF COBB)

Before me, Mellany Williamson, a Notary Public in and for the County and State aforesaid, personally appeared James Kane, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be an authorized signatory of LAT Bellevue Ridge, LLC, a Delaware limited liability company, the within named bargainor, and that he/she as such authorized signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as authorized signatory.

Witness my hand and seal at office in Atlanta, Georgia, this 26 day of July, 2022.

_____
Notary Public

My Commission Expires: 3/18/2024

MELLANY WILLIAMSON
NOTARY PUBLIC
COBB COUNTY, GEORGIA
Commission Expires
MARCH 18, 2024

GRANTEE:

100 BELLE VALLEY DR LLC,
a Delaware limited liability company

By: 100 Belle Valley Dr Mez LLC
Its: Sole Member

By: 100 Belle Valley Dr Holding LLC
Its: Sole Member

By: GVA Investco LLC, a Texas limited liability company
Its: Manager

By:_____
Alan Stalcup, Manager

STATE OF Texas)
)
COUNTY OF Travis)

Before me, Zachary Richards, a Notary Public in and for the County and State aforesaid, personally appeared Alan Stalcup, , 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 Manager of GVA Investco LLC, a Texas limited liability company and the Manager of 100 Belle Valley Dr Holding LLC, the Sole Member of 100 Belle Valley Dr Mez LLC, the Sole Member of **100 BELLE VALLEY DR LLC**, a Delaware limited liability company, the within named bargainor, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the GVA Investco LLC, a Texas limited liability company by himself as Manager of the Manager.

Witness my hand and seal at office in Travis County, Texas, this 28th day of July, 2022.

Notary Public

My Commission Expires: 6/26/23

ZACHARY RICHARDS
Notary Public, State of Texas
Comm. Expires 06-26-2023
Notary ID 132067724

Exhibit 1
to
Special Warranty Deed

Legal Description

Land situated in Davidson County, Tennessee:

Land lying in the Twenty-Third Councilmanic District of Nashville, Davidson County, Tennessee, and being the property of Belle Valley, Ltd., of record in Deed_Book_6430,_page_732 at the Register's Office for Davidson County, Tennessee, and being bound on the north by the properties of Frank D. Williams, Et ux, of record in Book_3952,_Page_271 and Barry Zeitlin, Tr, of record in Book_6470,_Page_230, on the east by the westerly right-of-way of Old Hickory Boulevard, (S.R. 251) and the properties of J & W Properties, of record in Book_7397,_Page_587, Peter Wallace Pullen, of record in Book_3764,_Page_171, Bernard M. Landau, of record in Book_10105,_Page_691, Cosmic, L.L.C., of record at Instr. No. 19991228-0306975, William C. Slaughter, of record in Book_9748,_Page_290, and the Hindu Cultural Center of Tennessee, of record in Book_10654,_Page_630, on the south by the properties of the Hindu Cultural Center of Tennessee, of record in Book_5908,_Page_64, and the northerly line of Williamsport Subdivision, Section 2, of record in Plat_Book_9700,_Page_705, on the west by Cedar Forest, First Revision, Open Space, of record in Plat_Book_6900,_Page_383, and the properties of Troy Buttrey, Et ux, of record in Book_1432,_Page_558, Thomas & Associates, of record in Book_9108,_Page_303, and Wares Delaware Corporation of record in Book_10158,_Page_525, and being more particularly described as follows:

BEGINNING at an iron pin old in the westerly right-of-way line of Old Hickory Boulevard, (S.R. 251), said pin being the southeasterly corner of the Barry Zeitlin, Tr. Property; Thence, with said right-of-way line, S 08 deg 14' 58" E, 376.29' to an iron pin old at the northeasterly corner of the J & W Properties property; Thence, with the westerly line of said J & W Properties property, S 34 deg 22' 03" W, 75.42' to a 30" Hackberry tree; Thence, S 34 deg 17' 39" W, 47.04' to an iron pin old; Thence, S 16 deg 57' 50" W, 289.38' to an iron pin old, being a corner in the westerly line of the Peter Wallace Pullen, Et ux, property; Thence, S 23 deg 26' 49" W, 351.68' to an iron pin old in the westerly line of the Cosmic, L.L.C., property; Thence, S 25 deg 40' 56" W, 101.50' to an iron pin old; Thence, S 22 deg 23' 03" W, 102.72' to an iron pin old; Thence, S 24 deg 07' 40" W, 180.63' to an iron pin old, being a corner in the westerly line of the Cosmic, L.L.C., property; Thence, S 27 deg 55' 07" W, 220.53' to an iron pin old, being the southwesterly corner of the Hindu Cultural Center of Tennessee of record in Book_10654,_Page_630, and being in the northerly line of the Hindu Cultural Center of Tennessee, of record in Book 5908, Page 64; Thence, N 84 deg 22' 41" W, 411.75' to an iron pin old, being the northwesterly corner of said Hindu Cultural Center property; Thence, S 27 deg 14' 02" W, 191.71' to an iron pin old, being the northeasterly corner of the Williamsport Subdivision, Section 2; Thence, with the northerly line of said subdivision, S 89 deg 57' 25" W, 825.84' to an iron pin found, being a corner in the easterly line of Cedar Forest, First Revision; Thence, N 05 deg 37' 57" E, 254.24' to an iron pin old, being the northeasterly corner of said Cedar Forest, First Revision and the southeasterly corner of the Troy Buttrey, Et ux, property; Thence, with the easterly line of said Buttrey property, N 03 deg 52' 10" E, 844.08' to an iron pin found, being the southwesterly corner of the Thomas & Associates property; Thence, S 80 deg 32' 48" E, 264.53' to an iron pin new, being the southeasterly corner of said Thomas & Associates property; Thence, N 05 deg 22' 34" E, 437.42' to an iron pin old at the southeasterly corner

of the Wares Delaware Corporation property; Thence, with said Wares Delaware Corporation's southerly line, S 73 deg 06' 31" E, 211.27' to an iron pin old; Thence, S 69 deg 23' 33" E, 100.50' to an iron pin old; Thence, S 64 deg 54' 22" E, 128.27' to an iron pin old; Thence, S 72 deg 14' 41" E, 211.51' to an iron pin old; being the southwesterly corner of said Wares Delaware Corporation property; Thence, N 28 deg 46' 44" E, 731.18' to an iron pin old; being the southwesterly corner of the Frank D. Williams, Et ux, property; Thence, S 86 deg 24' 34" E, 284.40' to an iron pin old; being the northwesterly corner of the Barry Zeitlin, Tr. Property; Thence, S 07 deg 01' 33" E, 170.64' to an iron pin old; Thence, N 81 deg 40' 15" E, 170.00' to the POINT OF BEGINNING and containing 2,260,340 square feet or 51.890 acres, more or less.

Being the same property conveyed to LAT Bellevue Ridge, LLC, a Delaware limited liability company, the Grantor hereunder, by the Mission Bellevue Ridge Owners (as referenced on Schedule A hereto), by Warranty Deed of record in Instrument No. 201309250100686, Register's Officer for Davidson County, Tennessee, dated September 25, 2013.

SCHEDULE A

Mission Bellevue Ridge Owners

Mission Bellevue Ridge, LLC
Mission Bellevue Ridge 1, LLC
Mission Bellevue Ridge 2, LLC
Mission Bellevue Ridge 3, LLC
Mission Bellevue Ridge 4, LLC
Mission Bellevue Ridge 5, LLC
Mission Bellevue Ridge 6, LLC
Mission Bellevue Ridge 7, LLC
Mission Bellevue Ridge 8, LLC
Mission Bellevue Ridge 9, LLC
Mission Bellevue Ridge 10, LLC
Mission Bellevue Ridge 11, LLC
Mission Bellevue Ridge 12, LLC
Mission Bellevue Ridge 13, LLC
Mission Bellevue Ridge 14, LLC
Mission Bellevue Ridge 15, LLC
Mission Bellevue Ridge 16, LLC
Mission Bellevue Ridge 17, LLC
Mission Bellevue Ridge 18, LLC
Mission Bellevue Ridge 19, LLC
Mission Bellevue Ridge 20, LLC
Mission Bellevue Ridge 21, LLC
Mission Bellevue Ridge 22, LLC
Mission Bellevue Ridge 23, LLC
Mission Bellevue Ridge 24, LLC
Mission Bellevue Ridge 25, LLC
Mission Bellevue Ridge 26, LLC
Mission Bellevue Ridge 27, LLC
Mission Bellevue Ridge 28, LLC
Mission Bellevue Ridge 29, LLC
each a Delaware limited liability company