This Instrument Prepared by:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attention: Roberto S. Miceli, Esq.

After Recording Return to:

_____
_____
_____
_____

Karen Johnson Davidson County
Batch# 918773 DEEDWARRSP
09/19/2022 02:37:30 PM 13 pgs
Fees: $68.00 Taxes: $148,740.00
20220919-0104272

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
VAF2 Mack (Nash Metro) LLC 2711 North Haskell Avenue Suite 1800 Dallas, Texas 75204	VAF2 Mack (Nash Metro) LLC 2711 North Haskell Avenue Suite 1800 Dallas, Texas 75204	Parcel No.: 081-04-0-240.00 Property Address: 377 Athens Way Nashville, Tennessee

SPECIAL WARRANTY DEED

This Special Warranty Deed (this "**Deed**") is made on this 16th day of September, 2022. **PARC AT METRO CENTER, LIMITED PARTNERSHIP**, a Tennessee limited partnership, whose address is 125 West 55th Street, New York, NY 10019 ("**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, does hereby grant, bargain, sell and convey to **VAF2 MACK (NASH METRO) LLC**, a Delaware limited liability company ("**Grantee**"), whose address is 2711 North Haskell Avenue, Suite 1800, Dallas, Texas 75204, all of the following described real property (the "**Property**"), to-wit:

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

Subject to all taxes and other assessments for the year 2022 and subsequent years not yet due and payable, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record to the extent the same are applicable to and validly exist with respect to the Property, 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;

TO HAVE AND TO HOLD the Property, together with all of Grantor's right, title and interest in and to the appurtenances thereto; and Grantor does hereby bind itself, its successors and assigns,

to Warrant and Forever Defend the Property unto the said Grantee, Grantee's successors and assigns, against all persons lawfully claiming by, through, or under Grantor, subject to the matters set forth above.

Grantor and Grantee have and hereby do agree to all terms and conditions set forth in **Exhibit 2** attached hereto and incorporated herein by this reference.

[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:

Parc at Metro Center, Limited Partnership,
a Tennessee limited partnership

By: Parc at Metro Center GP, LLC,
a Delaware limited liability company,
its general partner

By: Abode General Partner Holdings LLC,
a Delaware limited liability company,
its Sole Member

By: Victory Abode Holdings LLC,
a Delaware limited liability company,
its Sole Member

By: Victory Abode Mezz Holdings LLC,
a Delaware limited liability company,
its Sole Member

By: Victory Abode Apartments, LLC,
a Delaware limited liability company,
its Sole Member

By:_____
Name: Bradley J. Muth
Its: Authorized Signatory

By:_____
Name:
Its: Authorized Signatory

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its Sole Member

By: Victory Abode Mezz Holdings LLC,
a Delaware limited liability company,
its Sole Member

By: Victory Abode Apartments, LLC,
a Delaware limited liability company,
its Sole Member

By:_____
Name: Bradley J. Muth
Its: Authorized Signatory

By: Jackie Hamilton
Name: Jackie Hamilton
Its: Authorized Signatory

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bradley J. Muth, the Authorized Signatory of Victory Abode Apartments, LLC, a Delaware limited liability company, the Sole Member of Victory Abode Mezz Holdings LLC, a Delaware limited liability company, the Sole Member of Victory Abode Holdings LLC, a Delaware limited liability company, the Sole Member of Abode General Partner Holdings LLC, a Delaware limited liability company, the Sole Member of Parc at Metro Center GP, LLC, a Delaware limited liability company, the general partner of PARC AT METRO CENTER, LIMITED PARTNERSHIP, a Tennessee limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon he acknowledged that he was authorized to execute the within instrument on behalf of said limited partnership, and that he executed said instrument as the voluntary act of the said limited partnership, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this 14 day of September, 2022.

(Seal)

JORDAN HARTSELL
Notary Public
State of Texas
ID # 13117546-8
My Comm. Expires 06-16-2025

_____, Notary Public
(signature of Notary Public)

My Commission Expires: 6/16/25

STATE OF NEW YORK

COUNTY OF NEW YORK

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jackie Hamilton, Authorized Signatory for Victory Abode Apartments, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon he/she acknowledged that he/she was authorized to execute the within instrument on behalf of said entities, and that he/she executed said instrument as the voluntary act of the said entities, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this 13 day of September, 2022.

Blair Gregory

Notary Public, State of New York

BLAIR GREGORY
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01GR6402580
MY COMMISSION EXPIRES 01/06/2024

GRANTEE:

VAF2 MACK (NASH METRO) LLC,
a Delaware limited liability company

By:_____
Name: Laura P. Sims
Its: President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me the undersigned, a Notary Public in and for said County and State, on this day personally appeared Laura P. Sims, the President of VAF2 MACK (NASH METRO) LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and thereupon she acknowledged that she was authorized to execute the within instrument on behalf of said limited liability company, and that she executed said instrument as the voluntary act of the said limited liability company, and for the purposes and consideration expressed therein and in the capacity stated therein.

Given under my hand and seal of office this 9th day of September, 2022.

(Seal)

KELLY ALLEN
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 11440238

_____, Notary Public
(signature of Notary Public)

My Commission Expires: _____

STATE OF Texas §
§
COUNTY OF Dallas §

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $40,200,000.

AFFIANT Laura P. Sipes
President

Subscribed and sworn to before me on
this 9th day of September, 2022.

Notary Public

[Affix Notary Seal]

My Commission Expires:

KELLY ALLEN
Notary Public, State of Texas
Comm. Expires 02-11-2024
Notary ID 11440238

Exhibit 1
to
Special Warranty Deed

Legal Description

Being a tract of land lying in the Second Councilmanic District of Nashville, Davidson County, Tennessee. Being the same property conveyed to Parc at Metro Center, Limited Partnership, Instrument No. 20050505-0050643, Register's Office of Davidson County, Tennessee. Said tract being a portion of the tract of land known as Lot 23C of the Metrocenter Resubdivision of Tract 23C & 23F as recorded in Instrument No, 20000921-0094035, Register's Office for Davidson County, Tennessee. Tract being described as follows:

POINT OF COMMENCEMENT being the intersection of Athens Way and of Dominican Drive; thence leaving said intersection North 85°57'04" West 85.02 feet to the TRUE POINT OF BEGINNING being a point on the northerly ROW margin of Dominican Drive (60' ROW); thence with said ROW South 74°16'08" West 204.06 feet to a point being the common corner of said property and the lands of Curt Hahn as recorded in deedbook 9701, page 478, RODC; thence leaving said ROW of Dominican Drive, with the common line of the lands of Curt Hahn for the next (5) five calls: thence North 32°29'09" West 53.20 feet to a point; thence North 58°06'39" West 152.43 feet to a point; thence North 15°46'17" West 175.41 feet to a point; thence North 61°42'48" West 172.56 feet to a point; thence South 74°13'43" West 250.21 feet to a point being the common corner of said property and the lands of Williams Communication, Inc. as recorded in instrument number 20000929009671S, RODC; thence with said common line North 10°51'17" West 518.31 feet to a 1/2 inch iron rod (old) on the parcel line (phase line) of said property; thence leaving the common line of said property and running along said parcel line North 86°38'37" East 405.74 feet to a 1/2 inch iron rod (old); thence North 52°52'55" East 53.73 feet to a 1/2 inch iron rod (old) lying on the westerly ROW of Athens Way (60' ROW); thence with said ROW South 49°52'18" East 238.61 feet to a point; thence with a curve to the right having a length of 434.21 feet, having a radius of 720.00 feet, having an interior angle of 34°33'12", and having a Chord Bearing and Distance of South 32°35'42" East 427.66 feet to a point; thence South 15°19'07" East 251.37 feet to a 1/2 inch iron rod (old); thence with a curve to the right having a length of 78.19 feet, having a radius of 50.00 feet, having a interior angle of 89°35'40", and having a Chord Bearing and Distance of South 29°28'31" West 70.46 feet to the point of beginning.

Together with a nonexclusive perpetual easement for pedestrian and vehicular passage established by Special Warranty Deed with Reservation of Easement, of record in Book 9701, Page 478, in the Register's Office for Davidson County, Tennessee.

Exhibit 2
to
Special Warranty Deed

Condominium Conversion Restriction

The Property shall not, in whole or in part, be converted to a condominium subdivision of air space, or other common interest project in which portions of the Property are designated for separate ownership by a resident or occupant and the remainder of the Property is designated for common ownership, nor filed in a condominium map, plat or plan, nor have a condominium regime established on it (collectively, the "**Condominium Restriction**").

The Condominium Restriction will run with the land and will bind the Grantee and its transferees, successors and assigns and will burden the Property and all portions thereof for the Restrictive Period (as defined below). The Condominium Restriction will inure to the benefit of and be enforceable by Grantor, its members, managers, or partners, principals of its members and managers or partners, and each of the foregoing's respective affiliates, contractors, successors and assigns (collectively, the "**Benefited Parties**"). Notwithstanding anything in this Condominium Restriction to the contrary, in no event shall any person or entity acquiring the Property by foreclosure or deed in lieu of foreclosure (or any subsequent transferee of the Property thereafter) have any liability under this Condominium Restriction to the extent arising or accruing prior to the acquisition of the Property by such person or entity; provided, however, that such person or entity acquiring the Property by foreclosure or deed in lieu of foreclosure (or any subsequent transferee of the Property thereafter) shall continue to be bound by the Condominium Restriction and shall be subject to all liability as a result of a violation of the Condominium Restriction by, through or under such person or entity or subsequent transferee during its respective period of ownership. In no event shall the mortgagee under any mortgage or the trustee or beneficiary under any deed of trust or deed to secure debt be liable hereunder for any act or omission or indemnification obligation of any prior owner (including Grantee) or any subsequent unaffiliated owner of the Property. Furthermore: (i) the liability under this Condominium Restriction of Grantee's current or future third-party lender or any affiliate thereof shall be limited solely to such lender's or such affiliate's (as applicable) interest in the Property (which limitation will not in any event reduce or preclude applicable claims for injunction or other equitable relief); and (ii) such lender shall not have any liability hereunder for permitting or consenting to a third party's conversion of the Property to a for-sale condominium, whether by Grantee or any other party other than such lender or its affiliate.

If any violation of the Condominium Restriction occurs during the Restrictive Period, then in addition to any other rights and remedies contemplated herein, Grantee agrees, on behalf of itself and on behalf of each of its successors and assigns with respect to ownership of the Property, to indemnify, defend and hold harmless Grantor and all other Benefited Parties from and against **ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THE VIOLATION OF THE CONDOMINIUM RESTRICTION, INCLUDING (WITHOUT LIMITATION) CLAIMS PERTAINING TO DEFECTS, DEFICIENCIES, ERRORS OR OMISSIONS IN DESIGN, CONSTRUCTION, REPAIR, MAINTENANCE, REMEDIATION, USE, MANAGEMENT OR OPERATION WITH RESPECT TO THE IMPROVEMENTS OR ANY OTHER PORTION OF THE**

PROPERTY ALLEGED OR PURSUED BY OR ON BEHALF OF ANY OWNER, RESIDENT, OCCUPANT, GUEST, INVITEE, DECLARANT, MANAGER, LENDER, INVESTOR OR CONTRACTOR OF THE PROPERTY OR ANY PORTION OF SAME. *THE INDEMNITIES HEREIN ARE EFFECTIVE WHETHER OR NOT THE CLAIM IS CAUSED BY THE SOLE, CONCURRENT OR PARTIAL NEGLIGENCE, FAULT OR STRICT LIABILITY OF GRANTOR OR ANY OTHER BENEFITED PARTY.* Grantee or its respective successor or assign, as applicable, at its sole cost and expense, shall promptly dispose of all such Claims, defend all such Claims filed or asserted against Grantor or any other Benefited Party with counsel of Grantor's choice, pay all judgments rendered against Grantor or any other Benefited Party related to such Claims and reimburse Grantor and any other Benefited Party upon demand for their reasonable attorneys' fees and costs incurred in defense of any such Claims. The obligations of this paragraph run to Grantee, only as to violations occurring and/or any such Claims asserted or existing during its period of ownership of the Property, and run to each successor or assign with respect to the ownership of the Property, only as to violations occurring and/or any such Claims asserted or existing during their respective periods of ownership of the Property.

The term "**Claim(s)**" means any and all claims, reasonable out-of-pocket costs and expenses (including attorneys' fees and court costs), damages, debts, demands, liabilities, losses, actual or derivative obligations, agreements, express or implied warranties, sums of money, fines, penalties, accounts, bills, covenants, contracts, claims of indemnity, claims of contribution, promises, representations, trespasses, damages, harm, injuries, judgments, executions, controversies, suits, proceedings, actions or causes of action of any kind or character whatsoever, whether at law, in equity, by statute or otherwise, whether known, unknown, suspected or unsuspected.

By its acceptance of this Deed, Grantee acknowledges and agrees that: (i) but for Grantee's agreement to be bound by the Condominium Restriction, Grantor would not convey the Property to Grantee; and (ii) in the event of a breach of the Condominium Restriction, the Benefited Parties' remedies at law will be inadequate and, in any such event, the Benefited Parties may be entitled to seek an injunction to prevent any breach or threatened breach of the Condominium Restriction in addition to all other available legal and equitable rights and remedies, all of which are hereby expressly reserved. Notwithstanding the foregoing, the remedies for breach of this Condominium Restriction shall not include a right of reversion or repurchase by any of the Benefited Parties.

The Benefited Parties will be entitled to recover all actual documented out-of-pocket third-party costs and expenses incurred, including, without limitation, reasonable attorneys', expert witness and consultant fees and costs, expended in connection with the enforcement of the Condominium Restriction, irrespective of whether or not litigation is actually commenced.

The Condominium Restriction will automatically terminate and be of no further force or effect on and after 11:59 p.m. (Dallas, Texas time) on the date that is five (5) years after the date of this Deed (from the date of this Deed through and including such termination date, the "**Restrictive Period**").

If the Condominium Restriction or its application to any particular circumstances is determined by any court of competent jurisdiction to be less than fully enforceable, then the terms of the Condominium Restriction will be automatically deemed to be modified to the minimum extent

necessary to make the Condominium Restriction or its application to the particular circumstances at issue fully enforceable. Except as to the automatic termination of the Condominium Restriction established in the preceding paragraph or as otherwise expressly provided herein, no waiver or modification of the Condominium Restriction is valid or enforceable unless the waiver or modification is set forth in a written instrument that is properly executed and acknowledged on behalf of the Benefited Parties and properly recorded in the office of the county clerk of the County. Time is of the strictest essence of the Condominium Restriction.

Tennessee Certification of Electronic Document

I, James E. Spruill, 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 copy of the original document executed and authenticated according to law on 09/16/2022 (date of document).

Affiant Signature

09/19/2022
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 19th day of September, 2022.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

