Karen Johnson Davidson County
Batch# 952652 DEEDWARRSP
12/16/2022 02:25:30 PM 9 pgs
Fees: $48.00 Taxes: $277,500.00
20221216-0130427

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

SPECIAL WARRANTY DEED

FROM: LAT Brentwood, LLC,
a Delaware limited liability company

TO: 100 Enclave Circle 1 LLC, 100 Enclave Circle 2 LLC, 100 Enclave Circle 3 LLC and 100 Enclave Circle 4 LLC,
each a Delaware limited liability company

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: 161-00-0-251.00

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $75,000,000.

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

Affiant

Sworn to and subscribed before me, this 12th day of December, 2022.

Notary Public

My Commission Expires: 6/26/23

This Special Warranty Deed (this "**Deed**") is made on this 14th day of December, 2022. LAT Brentwood, 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 Enclave Circle 1 LLC, 100 Enclave Circle 2 LLC, 100 Enclave Circle 3 LLC and 100 Enclave Circle 4 LLC, each a Delaware limited liability company (collectively, "**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 1000 Enclave Circle Nashville, TN 37211.

Subject to all taxes and other assessments not yet due and payable as of the date hereof, and all easements, rights-of-way, agreements, liens and other exceptions, encumbrances and matters of record (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 December 14, 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 Brentwood, 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 BRENTWOOD, LLC,
a Delaware limited liability company

By:_____
Name: James Kane
Its: 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 to be an Authorized Signatory of LAT Brentwood, LLC, a Delaware limited liability company, the within named bargainor, and that he 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 as Authorized Signatory.

Witness my hand and seal at office in Atlanta, Georgia, this 8 day of December, 2022.

_____
Notary Public

My Commission Expires: 3/18/2024.

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

GRANTEE:

100 ENCLAVE CIRCLE 1 LLC, 100 ENCLAVE CIRCLE 2 LLC, 100 ENCLAVE CIRCLE 3 LLC and **100 ENCLAVE CIRCLE 4 LLC**,
each a Delaware limited liability company

By: _____
Name: Alan Stalcup
Its: Authorized Signatory

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 an Authorized Signatory of 100 Enclave Circle 1 LLC, 100 Enclave Circle 2 LLC, 100 Enclave Circle 3 LLC and 100 Enclave Circle 4 LLC, each a Delaware limited liability company, the within named bargainor, and that he 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 as Authorized Signatory.

Witness my hand and seal at office in Travis, Texas, this 12th day of December, 2022.

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

_____
Notary Public

My Commission Expires: 6/26/23

Exhibit 1

to

Special Warranty Deed

Legal Description

PROPERTY DESCRIPTION

Being a certain parcel of land located in the 32nd Councilmanic District (old First Civil District) of Nashville, Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at an iron rod (new) at the intersection of the southerly right-of-way (42 feet from the centerline) of Old Hickory Boulevard with the westerly boundary line of the Hickory Heights Partners property of record in Book 7948 page 830 in the Register's Office of Davidson County, Tennessee, a plat of which is recorded as Hickory Heights Villas in Plat Book 6250 page 763 in said Register's Office, said iron rod being the most northeast corner of the herein described tract;

Thence, leaving said right-of-way and along the westerly boundary line of said Hickory Heights Partners, and generally with the remnants of an old fence line as follows:

South 8 degrees 35 minutes 26 minutes West 146.36 feet to an iron rod (old),
South 6 degrees 06 minutes 17 seconds West 616.11 feet to an iron rod (old),
South 0 degrees 50 minutes 54 seconds West 160.95 feet to an iron rod (old),
South 4 degrees 46 minutes 55 seconds West 125.19 feet to an iron rod (old),
South 7 degrees 48 minutes 19 seconds West 321.87 feet to an iron rod (new),
South 4 degrees 52 minutes 48 seconds West 187.20 feet to an iron rod (old),
South 8 degrees 25 minutes 58 seconds West 213.01 feet to an iron rod (old),
South 4 degrees 26 minutes 34 seconds West 161.38 feet to an iron rod (old),
South 2 degrees 10 minutes 25 seconds West 210.69 feet to an iron rod (old),
South 6 degrees 22 minutes 32 seconds West 190.80 feet to an iron rod (old),
South 3 degrees 32 minutes 56 seconds West 436.77 feet to a concrete monument (old) in the easterly right-of-way (60 feet wide) of Woodlands Avenue;

Thence, with said right-of-way as follows: North 11 degrees 31 minutes 15 seconds West 461.44 feet to an iron rod (new) at the beginning of a curve in said right-of-way concave to the southwest and having a radius of 399.74 feet;

Thence, with said curve and right-of-way, northwesterly an arc distance of 287.42 feet through a central angle of 41 degrees 11 minutes 48 seconds to an iron rod (new) at the point of tangency;

Thence, with said right-of-way, North 52 degrees 43 minutes 03 seconds West 100.00 feet to an iron rod (new) at the beginning of a curve in said right-of-way concave to the northeast and having a radius of 300.00 feet;

Thence, with said curve and right-of-way, northwesterly an arc distance of 250.53 feet through a central angle of 47 degrees 50 minutes 52 seconds to an iron rod (new) at the point of tangency;

Thence, with said right-of-way, North 4 degrees 52 minutes 17 seconds West 357.11 feet to an iron rod (new) at the beginning of a curve in said right-of-way concave to the southwest and having a radius of 330.00 feet;

Thence, with said curve and right-of-way, northwesterly an arc distance of 414.31 feet through a central angle of 71 degrees 56 minutes 02 seconds to an iron rod (new) at the beginning of a turn-in curve concave to the north and having a radius of 62.50 feet;

Thence, with said turn-in curve, westerly an arc distance of 73.81 feet through a central angle of 67 degrees 39 minutes 50 seconds to an iron rod (new) in said southerly right-of-way of Old Hickory Boulevard, said iron rod being 50 feet from the centerline;

Thence, with said southerly right-of-way, North 7 degrees 21 minutes 30 seconds East 149.26 feet to an iron rod (new) intercepting an arc in said right-of-way concave to the southeast and having a radius of 912.93 feet, said iron rod being 42 feet from the centerline;

Thence, with said curve and right-of-way, northeasterly an arc distance of 246.97 feet through a central angle of 15 degrees 30 minutes 00 seconds (chord: North 20 degrees 08 minutes 14 seconds East 246.22 feet) to an iron rod (new) at the beginning of a curve in said right-of-way concave to the southeast and having a radius of 1390.39 feet;

Thence, with said curve and right-of-way, northeasterly an arc distance of 217.89 feet through a central angle of 8 degrees 58 minutes 44 seconds to an iron rod (new);

Thence, with said right-of-way, North 41 degrees 24 minutes 25 seconds East 48.57 feet to an iron rod (new);

Thence, with said right-of-way, North 36 degrees 19 minutes 31 seconds East 48.57 feet to an iron rod (new);

Thence continuing with the previously described curve in said right-of-way concave to the southeast and having a radius of 1390.39 feet, northeasterly through a central angle of 26 degrees 01 minutes 50 seconds, an arc distance of 631.68 feet to an iron rod (new) at the beginning of a curve in said right-of-way concave to the southeast and having a radius of 1867.86 feet;

Thence, with said curve and right-of-way, northeasterly an arc distance of 256.70 feet through a central angle of 7 degrees 52 minutes 27 seconds to the BEGINNING containing 31.25 acres or 1,361,668 square feet, more or less.

Being the same property conveyed to LAT Brentwood, LLC, a Delaware limited liability company, by Special Warranty Deed from Mission Brentwood DST, a Delaware statutory trust of record as Instrument No. 20130729-0078688, Register's Office of Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Patrick S. Bennett, 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 12/14/2022 (date of document).

Affiant Signature

12/15/2022
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 15th day of December, 2022.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY