Karen Johnson Davidson County
Batch# 1224164 DEEDWARRSP
01/07/2025 12:03:30 PM 10 pgs
Fees: $53.00 Taxes: $181,125.58
20250107-0001334

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 6th day of January, 2025, by **NASHVILLE PORTFOLIO STONE RIDGE, LLC**, a Delaware limited liability company, having its principal place of business at 2102 E State Hwy 114, Suite 300, Southlake, TX 76092, hereinafter called the Grantor, and **S2 STONE RIDGE TN LLC**, a Delaware limited liability company, whose address is 2801 N. Harwood St., Ste. 1800, Dallas, TX 75201, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate lying in Davidson County, Tennessee, hereinafter called the Property, to-wit:

See EXHIBIT "A" Attached hereto.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining and subject to certain Exceptions attached hereto and made a part hereof as EXHIBIT "B".

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, except with respect to the matters shown on said Exhibit "B", the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and that the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PROPERTY, OTHER THAN (i) THE REPRESENTATIONS AND WARRANTIES MADE BY GRANTOR IN THAT CERTAIN CONTRIBUTION AGREEMENT BETWEEN GRANTOR AND S2 TTP HOLDINGS LP (THE "CONTRIBUTION AGREEMENT REPRESENTATIONS"), AND (ii) THE SPECIAL WARRANTY OF TITLE AS SET FORTH HEREIN (THE "TITLE WARRANTY"). NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, GRANTEE ACKNOWLEDGES AND AGREES THAT THE CONVEYANCE OF THE PROPERTY IS BEING MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD PARTY, OTHER

THAN THE CONTRIBUTION AGREEMENT REPRESENTATIONS AND THE TITLE WARRANTY. GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS" AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND GRANTOR MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO SUCH MATTERS, OTHER THAN THE CONTRIBUTION AGREEMENT REPRESENTATIONS AND THE TITLE WARRANTY. GRANTEE ACKNOWLEDGES THAT IT IS A SOPHISTICATED REAL ESTATE PURCHASER AND IT HAS HAD THE OPPORTUNITY TO CONDUCT ALL DUE DILIGENCE AND TESTS THAT IT DEEMS NECESSARY. GRANTEE AGREES TO RELY UPON GRANTEE'S OWN EXAMINATION AND KNOWLEDGE OF THE PROPERTY AND NOT UPON ANY REPRESENTATIONS OR OTHER ASSERTIONS BY GRANTOR OR GRANTOR'S AGENTS REGARDING THE PROPERTY'S CONDITION, OTHER THAN THE CONTRIBUTION AGREEMENT REPRESENTATIONS AND THE TITLE WARRANTY.

[Signature Page Follows]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its property officers thereunto duly authorized, the day and year first above written.

GRANTOR:

NASHVILLE PORTFOLIO STONE RIDGE, LLC,
a Delaware limited liability company

By: Antioch Two Pack Holding LLC,
a Texas limited liability company,
its Sole Member

By: Trinity Hickory Ridge Investors LLC,
a Texas limited liability company,
its manager

By: Trinity Investors, LLC,
a Texas limited liability company,
its Manager

By: _____
Daniel S. Meader, Manager

STATE OF TEXAS
COUNTY OF Tarrant

Before me, a Notary Public of the state and county aforesaid, personally appeared Daniel S. Meader, 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 Trinity Investors, LLC, a Texas limited liability company, Manager of Trinity Hickory Ridge Investors LLC, a Texas limited liability company, Manager of Antioch Two Pack Holding LLC, a Texas limited liability company, the Sole Member of Nashville Portfolio Stone Ridge, LLC, a Delaware limited liability company, the within named bargainor, and that he as such Manager of the limited liability company, being duly authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of Daniel S. Meader in his capacity as such Manager of the limited liability company.

WITNESS my hand and Notarial Seal at office this 3rd day of ~~December, 2024.~~ January 2025

Jewyl Elizabeth Lewis
Notary Public

My Commission Expires: April 30, 2025

JEWYL ELIZABETH LEWIS
Notary ID #133078220
My Commission Expires
April 30, 2025

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 48,952,858.11 , which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT

Subscribed and sworn to before me this 3 day of ~~December, 2024~~ January 2025.

Jewyl Elizabeth Lewis
Notary Public

My Commission Expires:

April 30, 2025

JEWYL ELIZABETH LEWIS
Notary ID #133078220
My Commission Expires
April 30, 2025

Tax Parcel Numbers: 14900027700 (North); 14900027800 (South)

Property Address:

500 Piccadilly Row
Antioch, TN 37013

Tax Notices to:

S2 Stone Ridge TN LLC
2801 N. Harwood St., Ste. 1800
Dallas, Texas 75201
Attn: Jenna Rowley

Name and Address of Property Owner:

S2 Stone Ridge TN LLC
2801 N. Harwood St., Ste. 1800
Dallas, Texas 75201

This Document Prepared By:

Jackson Walker LLP
2323 Ross Ave, Suite 600
Dallas, TX 75201

Return to:

Wilensky & Jones, LLP
4144 N. Central Expressway, Ste. 930
Dallas, Texas 75204
Attn: Richard Wilensky

EXHIBIT "A"

LEGAL DESCRIPTION

Multi-Family Site, North

Land in the Second Civil District of Davidson County, Tennessee and being known as the Multi- Family Site, North, Piccadilly Square as per a plat of record in Book 5200, Page 763, Register's Office of Davidson County, Tennessee and more particularly described as follows:

Beginning at a point on the northerly right-of-way of Piccadilly Row, said point being 773.72 Feet northwest of the centerline of Una- Antioch Pike, as measured along the northerly right-of- way of Piccadilly Row; thence with said right-of-way, North 84°-17'-49" West, 395.00 Feet to a point; thence leaving said right-of-way with the boundary of Piccadilly Square, Phase I, North 5°-42'-H" East, 125.00 Feet to a point;

Thence North 84°-17'-49" West, 520.00 Feet to a point;

Thence North 33°-05'-33" West, 56.33 Feet to a point;

Thence North 59°-05'-31" East, 155.00 Feet to a point;

Thence North 1°-22'-47" East, 253.05 Feet to a point;

Thence North 7°-13'-53" East, 180.00 Feet to a point;

Thence North 54°-18'-13" East, 73.44 Feet to a point;

Thence North 22°-16'-33" East, 170.00 Feet to a point;

Thence North 42°-15'-14" West, 110.68 Feet to a point;

Thence with the boundary of Piccadilly Square, Phase II, North 50°-52'-32" East, 60.97 Feet to a point;

Thence South 39°-50'-49" East, 282.49 Feet to a point;

Thence North 80°-40'-07" East, 163.17 Feet to a point;

Thence North 34°-34'-56" East, 71.14 Feet to a point;

Thence North 50°-52'-32" East, 132.00 Feet to a point;

Thence South 48°-09'-54" East, 39.55 Feet to a point;

Thence South 33°-04'-40" East, 591.58 Feet to a point;

Thence with the boundary of Piccadilly Square Townhouse Site, South 65°-09'-08" West 75.00 Feet to a point;

Thence South 15°-35'-22" West, 288.75 Feet to a point;

Thence South 5°-42'-11" West, 215.00 Feet to the point of beginning and containing 16.18 acres.

Multi-Family Site, South

Land in the Second Civil District of Davidson County, Tennessee and being known as the Multi- Family Site, South, Piccadilly Square as per a plat of record in Book 5200, Page 762, Register's Office of Davidson County, Tennessee and more particularly described as follows:

Beginning at a point on the northwesterly right-of-way of Una-Antioch Pike, said point being the radius return for the southwesterly right-of-way of Piccadilly Row, as shown on the plan of Piccadilly Square, Phase I;

Thence with the northwesterly right-of-way of Una-Antioch Pike, South 45°-43'-48" West, 554.08 Feet to a point;

Thence with a curve to the right having a Delta of 7°-51'-06", a Radius of 671.08 Feet, a Tangent of 46.05 Feet, and a Length of 91.96 Feet, being in a general southwesterly direction, to a point;

Thence leaving said right-of-way and generally with the meanders of the centerline of a creek, North 70°-09'-31" West, 173.94 Feet to a point;

Thence North 58°-41'-39" West, 255.31 Feet to a point;

Thence North 24°-03'-38" West, 108.40 Feet to a point;

Thence North 13°-22'-47" East, 73.61 Feet to a point;

Thence North 43°-43'-26" West, 139.64 Feet to a point;

Thence North 72°-50'-36" West, 263.80 Feet to a point;

Thence South 78°-54'-08" West, 42.60 Feet to a point;

Thence North 46°-49'-39" West, 115.24 Feet to a point;

Thence leaving said creek and partially with the boundary of Piccadilly Square, Phase I, North 5°-42'-11" East, 289.27 Feet to a point on the southerly right-of-way of Piccadilly Row;

Thence with the southerly right-of-way of Piccadilly Row, South 84°-17'-49" East, 860.00 Feet to a point;

Thence with a curve to the right having a Delta of 40°-01'-37", a Radius of 455.46 Feet, a Tangent of 165.90 Feet, and a length of 318.19 Feet, being in a general East and Southeasterly direction to a point;

Thence South 44°-16'-12" East, 175.00 Feet to a point;

Thence South 41°-16'-17" East, 95.60 Feet to a point;

Thence with a curve to the right having a Delta of 90°-00'-00", a Radius of 25.00 Feet, a Tangent of 25.00, Feet, and a Length of 39.27 feet, being in a general southerly direction, to the point of beginning and containing 16.11 Acres.

Being the same property conveyed to Nashville Portfolio Stone Ridge, LLC, a Delaware limited liability company by Warranty Deed from Mission Antioch, SDT, a Delaware statutory trust of record in Instrument No. 20150916-0094148 Register's Office for Davidson County, Tennessee, dated September 15, 2015 and recorded on September 16, 2015.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year 2025, a lien not yet due and payable.

2. Subject to all matters shown on the Plan of record in Plat Book 5200, Page 762 (South Site), Register's Office for Davidson County, Tennessee, affects South Tract only.

3. Subject to all matters shown on the Plan of record in Plat Book 5200, Page 763 (North Site), Register's Office for Davidson County, Tennessee, affects North Tract only.

4. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 6625, Page 779, in the Register's Office for Davidson County, Tennessee.

5. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 6236, Page 683, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
    a. Amendment to Declaration of Covenants and Restrictions recorded in Book 6295, Page 506, in said Register's Office.
    b. Amendment to Declaration of Covenants and Restrictions recorded in Book 6295, Page 520, in said Register's Office.
    c. Amendment to Declaration of Covenants and Restrictions recorded in Book 6295, Page 534, in said Register's Office.
    d. Amendment to Declaration of Covenants and Restrictions recorded in Book 6300, Page 409, and as re-recorded in Book 6306, Page 833, in said Register's Office.
    e. Amendment to Declaration of Covenants and Restrictions recorded in Book 6518, Page 184, in said Register's Office.
    f. Amendment to Declaration of Covenants and Restrictions recorded in Book 6518, Page 190, in said Register's Office

6. Grant of Easement of record in Instrument Number 20130517-0050034, in the Register's Office for Davidson County, Tennessee.

7. Rights of tenants, as apartment tenants only, under unrecorded leases, without rights or options to purchase the insured property.

Tennessee Certification of Electronic Document

I, Jeremy Reed, 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 January 6, 2025 (date of document).

Affiant Signature

January 6, 2025
Date

State of Texas

County of Collin

Sworn to and subscribed before me this 6th day of January, 2025.

Notary's Signature

MY COMMISSION EXPIRES: 5/16/2027

NOTARY'S SEAL

ADAM RACHAVONG
Notary Public, State of Texas
Comm. Expires 05-16-2027
Notary ID 125745425