This Instrument Prepared By:
Mortenson Development, Inc.
700 Meadow Lane North
Minneapolis, MN 55422

Karen Johnson Davidson County
Batch# 1362009 DEEDWARRSP
12/29/2025 12:32:30 PM 6 pgs
Fees: $33.00 Taxes: $333,863.18
20251229-0102824

SPECIAL WARRANTY DEED

New Owner(s) & Address	Send Tax Bills To:	Map & Parcel No.:
Apple Hospitality Nashville 7139, LLC 814 E. Main Street Richmond, Virginia 23219	New Owner	09310040300

FOR AND IN CONSIDERATION of the sum of TEN and 00/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **MDI THIRD AVENUE NASHVILLE, LLC**, a Minnesota limited liability company ("Grantor"), does hereby transfer, sell and convey unto **APPLE HOSPITALITY NASHVILLE 7139, LLC,** a Virginia limited liability company (the "Grantee"), Grantee's successors and assigns, forever, all of Grantor's right, title and interest in and to that certain tract or parcel of land located in Davidson County, Tennessee, as more particularly described on **Exhibit A** attached hereto and incorporated by this reference, together with all improvements, structures and fixtures situated thereon and any right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way and strips and gores (collectively, the "Property").

TO HAVE AND TO HOLD said Property, with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, their heirs and assigns, forever.

AND Grantor covenants that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey the Property, and that the Property is unencumbered, except as set forth on Exhibit B hereto. Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to Grantee, its heirs and assigns against the lawful claims of all person claiming by, through or under Grantor but no further or otherwise, and except as set forth on **Exhibit B** attached hereto.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[Signature on next page]

[Signature page of Special Warranty Deed]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be dated and effective as of the 19th day of December, 2025.

GRANTOR:

MDI THIRD AVENUE NASHVILLE, LLC, a Minnesota limited liability company

By:_____

Mark G. Sherry, President

STATE OF
COUNTY OF

Before me, a Notary Public of the state and county mentioned, personally appeared Mark G. Sherry, 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 President of MDI Third Avenue Nashville, LLC, a Minnesota limited liability company, the within named grantor, and that he in his capacity as the President of the Company executed the foregoing instrument for the purposes therein by signing his name in his capacity as President.

WITNESS my hand and seal, at office in Minneapolis, Minnesota this 15th day of December, 2025.

_____
Notary Public

My Commission Expires: Jan 31, 2029

JUDY L MOURNING
Notary Public
State of Minnesota
My Commission Expires
January 31, 2029

STATE OF Minnesota

COUNTY OF Hennepin

The actual consideration for this transfer is $ 90,233,291.20.

AFFIANT

Subscribed and sworn to before me, this 15th **day of December, 2025.**

NOTARY PUBLIC

My Commission Expires: Jan 31 2029

JUDY L MOURNING
Notary Public
State of Minnesota
My Commission Expires
January 31, 2029

EXHIBIT A

Legal Description

Land in Davidson County, Tennessee, the south 39 feet of Lot No. 3 and the north 24 feet of Lot No. 2 on the Map of Kirkman's Subdivision of the Academy Property, as of record in Book "R", Page 460, Register's Office for said County.

Being the same property conveyed to MDI Third Avenue Nashville, LLC, a Minnesota limited liability company, by deed, of record in Instrument no. 20240307-0016031, Register's Office of Davidson County, Tennessee.

EXHIBIT B

Exceptions

1. Real estate taxes and special assessments not yet due and payable in the year 2026 and thereafter.

2. Street Right of Ways as shown on plat of record in Book R, Page 460, in the Register's Office of Davidson County, Tennessee.

3. Matters shown on the ALTA/NSPS Land Title Survey of 311 3rd Avenue South dated November 14, 2025 and last revised November 25, 2025, by Michael H. Charette for Cherry Land Surveying, Inc., including but not limited to the following:

4. Temporary Crane Swing and Construction Easement and Reciprocal Flashing Easement of record in Instrument No. 20240307-0016033, Register's Office for Davidson County, Tennessee.

5. Declaration of Restrictions and Covenants Stormwater Facilities and Systems of record in Instrument No. 20240313-0017472, Register's Office for Davison County, Tennessee.

6. Agreement for Dedication of Easement of record in Instrument No. 20240523-0038563, Register's Office for Davidson County, Tennessee.

7. Reciprocal Flashing Easement Agreement of record in Instrument No. 20251002-0078395, Register's Office for Davidson County, Tennessee

Tennessee Certification of Electronic Document

I, Jimmy Spruill, do hereby make oath that I am a licensed attorney and/or 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 December 19, 2025 (date of document).

J Spruill

Affiant Signature

December 23, 2025

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 23rd day of December, 2025.

Mandy Catalanotto

Notary's Signature

My Commission Expires: 11/8/27

BRANDY CATALANOTTO
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON