SPECIAL WARRANTY DEED

20181210000430270 1/7 \$8661.00 Shelby Cnty Judge of Probate, AL 12/10/2018 02:54:55 PM FILED/CERT

This Instrument Prepared by and-after Recording Return to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Attn: Ashley Membrino

Send tax notice to: HPI Landmark LLC

HPI Landmark LLC

2 Huntley Road
Old Lyme, Connecticut 06371
Attn: Bart D. Giustina

(Space above this line is for recorder's use)

SPECIAL WARRANTY DEED

STATE OF ALABAMA			
~ ~			

Return to:
Von Crook
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4347
File No. AL251810122V

KNOW ALL MEN BY THESE PRESENTS:

This Special Warranty Deed (this "Deed") is made on this 5th day of December, 2018. LANDMARK AT LANCASTER PLACE LP, a Delaware limited partnership, 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, in hand paid by the grantee herein, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain sell and convey to HPI Landmark LLC, a Delaware limited liability company ("Grantee"), whose address is 2 Huntley Road, Old Lyme, Connecticut 06371, all of its right, title and interest in and to the following described real property situated in Shelby County, Alabama, to-wit:

See Exhibit 1 attached hereto and incorporated herein by this reference

together with all improvements and fixtures thereon and all easements and other appurtenances thereto (the "Property");

TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever.

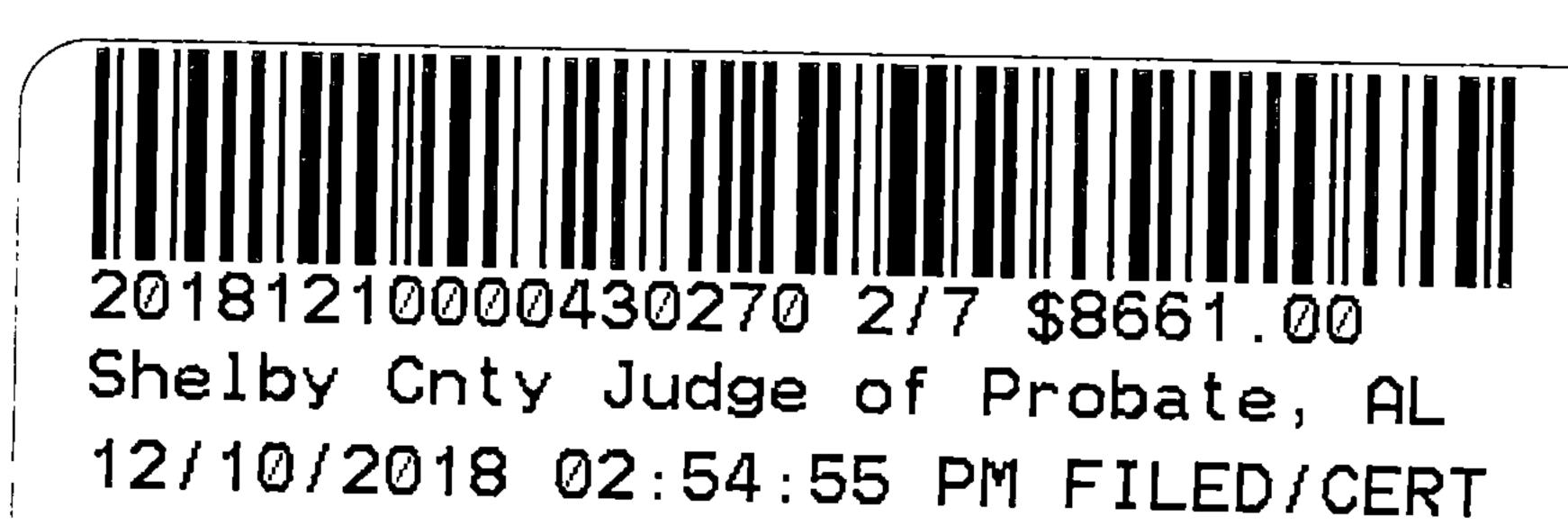
The Property is conveyed to the Grantee subject to all taxes and other assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, any matters that a survey or inspection of the property 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.

Grantor covenants to warrant and defend the title to the Property against all persons lawfully claiming under Grantor, but not otherwise, subject to the matters set forth above.

This Deed and the conveyance evidenced hereby is made subject to the express condition (the "Conversion Condition") that on or before December 5, 2023 (the "Expiration Date"), the Property shall not be converted or otherwise modified so as to become a condominium 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 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 Alabama 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), 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:

LANDMARK AT LANCASTER PLACE LP

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: Scott Berger

Phone: (212) 446-6464

Email: scott.berger@kirkland.com

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

> 20181210000430270 3/7 \$8661.00 Shelby Cnty Judge of Probate, AL 12/10/2018 02:54:55 PM FILED/CERT

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the date

GRANTOR:

LANDMARK AT LANCASTER PLACE LP,

a Delaware limited partnership

Landmark at Lancaster Place General Partner, LLC,

a Delaware limited liability company,

COUNTY OF COBB

Mellanu Williamson, a Notary Public in and for said County in said State, hereby certify that James Kane, as Authorized Signatory of Landmark at Lancaster Place General Partner, LLC, a Delaware limited liability company, as General Partner of Landmark at Lancaster Place LP, a Delaware limited partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, s/he is such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said limited liability company as General Partner of said limited partnership.

Given under my hand and seal this 30 day of November, 2018.

Jommission Expires:

[NOTARIAL SEAL]

20181210000430270 4/7 \$8661.00

Shelby Cnty Judge of Probate, AL 12/10/2018 02:54:55 PM FILED/CERT

NOTARY PUBLIC COBB COUNTY, GEORGIA Commission Expires

GRANTEE:	
HPI LANDMARK LLC, a Delaware limited liability co	ompany
Rv.	
Name: Matthew A. Sharp	
Title: Authorized Signatory	
STATE OF	
COUNTY OF Mew Lander	
I, Malkersock, a Notary F	Public in and for said County in said State,
I, Many H., a Notary H. hereby certify that Many house, as Author house, is signed to the foregoing conveyance,	and who is known to me acknowledged
before me on this day that, being informed of the conte	ents of the conveyance, he is such [officer]
and with full authority, executed the same voluntarily f	or and as the act of said [corporation].
Given under my hand and seal this 30th day of	
NOTARY	PUBLIC
My Commission Expires:	
10/31/2023 DIOTATIONATIONATI	20181210000430270 577 0000
[NOTARIAL' SEAL]	Shelby Cnty Judge of Probate, AL

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Exhibit 1 to Special Warranty Deed

Legal Description

A parcel of land situated in the Southeast one-quarter of Section 34, Township 21 South, Range 2 West Shelby County, Alabama, said parcel being all of Lot 1 according to the Map of Kensington Apartments as recorded in Map Book 37, Page 148 in the Office of the Judge of Probate Shelby County, Alabama.

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Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name	Landmark at Lancaster Place LP	Grantee's Name	HPI Landmark LLC	
Mailing Address	c/o Starwood Asset Management	Mailing Address	2 Huntley Road Old Lyme, CT 06371	
•	400 Galleria Parkway, Suite 1450		012 Lyme, CT 06371	
	Atlanta, GA 30339			
Property Address	10 Kensington Manor Drive,	Date of Sale	December 5, 2018	
	Calera, Alabama 35040	Total Purchase Price	\$ 24,650,000	
•		01	φ	
		Actual Value	5	
		Assessor's Market Valu	e \$	
The purchase price	e or actual value claimed on this form	can be verified in the follow	ving documentary evidence: (check	
_	of documentary evidence is not require			
□ Bill of Sale		☐ Appraisal	20181210000430270 7/7 \$8661.00	
	• •		Shelby Cnty Judge of Probate, AL 12/10/2018 02:54:55 PM FILED/CERT	
	document presented for recordation co	ontains all of the required in	formation referenced above, the	
filing of this form				
	Tm	structions		
Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.				
Grantee's name and conveyed.	nd mailing address – provide the name	of the person or persons to	whom interest to property is being	
Property address -	- the physical address of the property l	being conveyed, if available		
Date of Sale — the	date on which interest to the property	was conveyed.		
Total purchase pritthe instrument off	ice — the total amount paid for the purcered for record.	chase of the property, both r	eal and personal, being conveyed by	
Actual value – if the by the instrument assessor's current	the property is not being sold, the true offered for record. This may be evided market value.	value of the property, both an appraisal condu	real and personal, being conveyed cted by a licensed appraiser or the	
use valuation, of 1	vided and the value must be determine the property as determined by the local oses will be used and the taxpayer will	l official charged with the re	esponsibility of valuing property for	
further understand	t of my knowledge and belief that the data that any false statements claimed on 1975 § 40-22-1 (h).	information contained in thit this form may result in the i	is document is true and accurate. I imposition of the penalty indicated	
Date 12-2-18		Print Matthew A. Shar	p	
Unattested		Sign - Mills	Constitution of the second of	
	(verified by)	(Authorized Sign	natory)	
	Shelby County OL 12/10/2010		Form RT-1	

State of Alabama

KE 58160864.2

Deed Tax:\$8628.00