

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Dec 06 2023 LM

PEGGY HOLINGA-KATONA
LAKE COUNTY AUDITOR

LIMITED WARRANTY DEED

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SREIT 1650 NORTHWIND, L.L.C., a Delaware limited liability company (“Grantor”), whose address is c/o Starwood Capital Group, 2340 Collins Avenue, Miami Beach, Florida 33139, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has, this 21st day of November, 2023, subject to the exceptions hereinafter set forth, GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL, and CONVEY unto EXETER 1650 NORTHWIND, L.P., a Delaware limited partnership (“Grantee”), whose address is Five Radnor Corporate Center, 100 Matsonford Road, Suite 250 Radnor, Pennsylvania 19087, certain land located in Lake County, Indiana, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located on such land and all appurtenances thereto (such land, improvements and appurtenances being collectively referred to herein as the “Property”).

This conveyance is made and accepted subject to all matters set out in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all rights and appurtenances pertaining thereto, including all of Grantor’s right, title and interest in and to adjoining streets, alleys and rights-of-way, unto Grantee and Grantee’s successors, heirs and assigns forever; and Grantor does hereby bind itself and its successors and heirs to warrant and forever defend the Property unto Grantee and Grantee’s successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, for matters arising subsequent to the vesting of title in Grantor.

Grantor covenants and warrants that, except as noted above, the Property is free of any encumbrance made or suffered by said Grantor.

Notwithstanding any provision hereof to the contrary, Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, any and all improvements located thereon and/or comprising a part thereof), and Grantee by its acceptance of this Limited Warranty Deed (the “Deed”) accepts the physical condition of the Property “AS IS, WITH ALL FAULTS.”

The undersigned person executing this Deed on behalf of Grantor represents and certifies that such person is an Authorized Signatory of Grantor and has been fully authorized and empowered to execute and deliver this Deed; that Grantor has the capacity to convey the real estate described herein; and that all necessary organizational action for the making of such conveyance has been taken and done.

NOT AN OFFICIAL DOCUMENT

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

GRANTOR:

SREIT 1650 NORTHWIND, L.L.C., a
Delaware limited liability company

By: 

Name: Garret Overlock

Its: Authorized Signatory

STATE OF New York)
) SS:
COUNTY OF New York)

Before me, a Notary Public in and for said County and State, personally appeared Garret Overlock, known by me (or proved to me on the basis of satisfactory evidence to be) an Authorized Signatory of SREIT 1650 Northwind, L.L.C., a Delaware limited liability company, who acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 15th day of November, 2023.


Hannah S. Ulrich, Notary Public

My Commission Expires: 05/02/2026

My County of Residence is: New York

My Commission No. is: 01UL6432512

Grantee's Address and Send Tax Statements to:
100 Matsonford Road, Suite 250 Radnor, Pennsylvania 19087

Return Deed to:
The Chase Law Group, LLC, 1447 York Road, Suite 505, Lutherville, Maryland 21093

This instrument prepared by Teddy Miller, White & Case LLP, 609 Main Street, Suite 2900, Houston, Texas 77002.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Teddy Miller

HANNAH S. ULRICH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01UL6432512
Qualified in New York County
My Commission Expires 05-02-2026

NOT AN OFFICIAL DOCUMENT

EXHIBIT A

Legal Description of Property

Lot 1B in Replat #4 of North Wind Crossings, as per plat thereof, recorded in Plat Book 105, page 75 as Instrument No. 2012-042273, in the Office of the Recorder of Lake County, Indiana.

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

EXHIBIT B

Permitted Exceptions

1. Taxes, assessments and governmental charges for 2023 and subsequent years as not yet due and payable.
2. Laws, ordinances and governmental regulations (including but not limited to building, zoning, land use, and subdivision ordinances and regulations).
3. Rights of Kalustyan Corporation, as tenant in possession only, under unrecorded lease with such party having no option to purchase nor right of first refusal or offer with respect to any portion of the subject land.
4. Easements and building lines set forth on the Plat of North Wind Crossings, recorded in Plat Book 95, page 86 in the Lake County Records; as affected by Resubdivision of Lot "A" in North Wind Crossings, recorded in Plat Book 100, page 19; and as further affected by Replat #4 of North Wind Crossings, recorded in Plat Book 105, page 75.
5. Utility Easement granted to Northern Indiana Public Service Company, recorded November 1, 2004, as Instrument No. 2004-93151 in the Lake County Records.
6. Terms and provisions of Declaration of Covenants, Easements, Conditions and Restrictions, recorded May 21, 2004, as Instrument No. 2004-042450 in the Lake County Records, as affected by Declaration of Covenants, Easements, Conditions and Restrictions, recorded February 23, 2006, as Instrument No. 2006-014309; and as further affected by Agreement to Amend, Restate & Consolidate Declaration of Covenants, Easements, Conditions and Restrictions dated October 17, 2019, and recorded December 18, 2019, as Instrument No. 2019-087419 in the Lake County Records.
7. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by SREIT 1650 Northwind, L.L.C., a Delaware limited liability company, to DBR Investments Co. Limited, a Cayman Islands corporation, dated November 26, 2019, and recorded December 18, 2019, as Instrument No. 2019-087427 in the Lake County Records; last assigned to Wells Fargo Bank, National Association, as Trustee, for the benefit of the registered holders of GS Mortgage Securities Trust 2020-GC43, Commercial Mortgage Pass-Through Certificates, Series 2020-GC43, and the Pooled RR Interest Owner, and the holder of the related Companion Loan, as their interests may appear, by Assignment thereof dated January 30, 2020, and recorded May 19, 2020, as Instrument No. 2020-027320, as further affected by Assumption Agreement as evidenced by the Memorandum of Assumption Agreement recorded concurrently herewith.
8. Assignment of Leases and Rents by SREIT 1650 Northwind, L.L.C., a Delaware limited liability company, to DBR Investments Co. Limited, a Cayman Islands corporation, dated November 26, 2019, and recorded December 18, 2019, as Instrument No. 2019-087428 in the Lake County Records; last assigned to Wells Fargo Bank, National Association, as Trustee, for the benefit of the registered holders of GS Mortgage Securities Trust 2020-GC45, Commercial Mortgage Pass-Through Certificates, Series 2020-GC45, and the Pooled RR Interest Owner, and the holder of the related Companion Loan, as their interests may appear, by Assignment thereof dated

NOT AN OFFICIAL DOCUMENT

January 30, 2020, and recorded May 19, 2020, as Instrument No. 2020-027321, as further affected by Assumption Agreement as evidenced by the Memorandum of Assumption Agreement recorded concurrently herewith.

9. UCC-1 Financing Statement naming Exeter 1650 Northwind, L.P., as Debtor, and Wells Fargo Bank, National Association, as Trustee, for the benefit of the registered holders of GS Mortgage Securities Trust 2020-GC45, Commercial Mortgage Pass-Through Certificates, Series 2020-GC45, and the Pooled RR Interest Owner, and the holder of the related Companion Loan, as their interests may appear, as Secured Party, recorded concurrently herewith.

Property of Lake County Recorder