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10/18/2024 07:03 AM

FAITH KIMBROUGH
MARION COUNTY IN RECORDER

FEE: \$ 35.00

PAGES: 5

BY: ER

CTIN2403067 HB

Chicago Title Commercial

LIMITED WARRANTY DEED

JR

THIS INDENTURE WITNESSETH THAT, AP GEORGETOWN TIC 1 LLC, a Delaware limited liability company ("TIC 1"), AP GEORGETOWN TIC 2 LLC, a Delaware limited liability company ("TIC 2"), AP GEORGETOWN TIC 3 LLC, a Delaware limited liability company ("TIC 3", together with TIC 1 and TIC 2, collectively, as tenants in common, "**Grantor**"), BARGAINS, SELLS, CONVEYS AND SPECIALLY WARRANTS, with the specific limitations contained herein, to **5810 SEBRING LLC**, a Delaware limited liability company ("**Grantee**"), for the sum of ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the real estate, together with all improvements and fixtures thereon and all easements and appurtenances thereunto belonging, located in Marion County, State of Indiana, which is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Real Estate**").

The Grantor, for itself, and its successors and assigns, does covenant and agree that the Real Estate is free from all encumbrances made or suffered by it except as stated below, and that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor, but not otherwise, subject to the following limitations and exceptions: (i) the lien for real estate taxes and assessments not yet due and payable; (ii) all zoning, building and other governmental restrictions and regulations; (iii) all matters that would be disclosed by an accurate survey or physical inspection of the Property; and (iv) any and all easements, agreements, and restrictions of record including, without limitation, the matters appearing on **Exhibit B** attached hereto and made apart hereof (the "**Permitted Exceptions**").

The undersigned person executing this Limited Warranty Deed on behalf of the Grantor represents and certifies that he is a duly elected officer of the Grantor and has been fully empowered, by proper partnership/corporate actions, to execute and deliver this Limited Warranty Deed; that the Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor caused this Limited Warranty Deed to be executed
this 7th day of October, 2024 and effective October 16, 2024

GRANTOR:

AP GEORGETOWN TIC 1 LLC,
a Delaware limited liability company

By: [Signature]
Michael Betancourt, Authorized Signatory

AP GEORGETOWN TIC 2 LLC,
a Delaware limited liability company

By: [Signature]
Michael Betancourt, Authorized Signatory

AP GEORGETOWN TIC 3 LLC,
a Delaware limited liability company

By: [Signature]
Michael Betancourt, Authorized Signatory

ACKNOWLEDGEMENT

STATE OF NEW YORK)

COUNTY OF NEW YORK)

Before me a Notary Public, this 7th day of October, 2024, personally
appeared Michael Betancourt, the Authorized Signatory of AP Georgetown TIC 1 LLC, a
Delaware limited liability company, AP Georgetown TIC 2 LLC, a Delaware limited liability
company, and AP Georgetown TIC 3 LLC, a Delaware limited liability company, who
acknowledged the execution of the foregoing Deed for and on behalf of said Grantor.

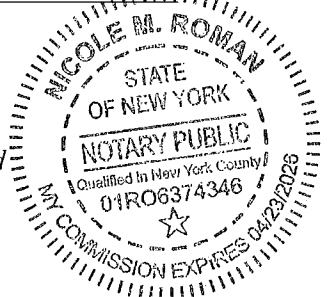
WITNESS my hand and seal.

Nicole M. Roman
Notary Public (Printed)

Nicole M. Roman
Signature

Resident of New York County

My commission expires: 4-23-26



SEND TAX STATEMENTS TO:

**SAF George LLC
c/o Akiva Portnoy
13 Arrowhead Circle
Jackson, New Jersey 09527**

GRANTEE'S ADDRESS:

**5810 Sebring LLC
c/o AION Partners
62 West 45th Street, 5th Floor
New York, New York 10036**

This instrument was prepared by: Jessica L. Findley, Landman Beatty, Lawyers, 9100 Keystone Crossing, Suite 870, Indianapolis, IN 46240

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. /s/ Jessica L. Findley

Exhibit A to Limited Warranty Deed

LEGAL DESCRIPTION

A part of the Southeast Quarter of Section 6, Township 16 North, Range 3 East in Marion County, State of Indiana, more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Quarter Section; thence North 90 degrees 00 minutes 00 seconds West (assumed bearing) along the South line thereof a distance of 712.20 feet; thence North 00 degrees 25 minutes 27 seconds West a distance of 1413.050 feet to a point on the North line of the I. P. & L. Easement (as recorded in Deed Record 1786, Page 328-329 in the Office of the Recorder of Marion County, Indiana), said point also being the point of beginning of the real estate described herein; continuing thence along the same line 826.346 feet (826.153 feet measured); thence South 89 degrees 53 minutes 45 seconds West

306.00 feet; thence North 2 degrees 54 minutes 01 second West 397.52 feet to the South line of 59th Street per deed recorded as Instrument No. 84-65729 in the Office of the Recorder of Marion County, Indiana; thence (the next 9 courses being along the South line of 59th Street and the Easterly line of Georgetown Road) 1) South 89 degrees 53 minutes 45 seconds West 327.29 feet; 2) South 34 degrees 33 minutes 28 seconds West 66.56 feet; 3) South 13 degrees 06 minutes 00 seconds East 222.94 feet; 4) Southeasterly 57.66 feet along an arc to the right and having a radius of 5789.58 feet and subtended by a long chord having a bearing of South 12 degrees 49 minutes 08 seconds East 57.66 feet; 5) South 17 degrees 40 minutes 49 seconds East 101.63 feet; 6) South 5 degrees 23 minutes 12 seconds East 101.63 feet; 7) South 79 degrees 27 minutes 59 seconds West 8.06 feet to a point on a non-tangent curve the radius point of which bears South 79 degrees 02 minutes 43 seconds West 5777.58 feet; 8) Southeasterly 543.74 feet along said curve and subtended by a long chord bearing South 8 degrees 15 minutes 31 seconds East 543.54 feet; 9) South 5 degrees 33 minutes 45 seconds East 155.524 feet; thence South 89 degrees 48 minutes 57 seconds East along the North line of the aforesaid I. P. & L. Easement 508.321 feet to the point of beginning.

(For Reference Only) Property Address: 5810 Sebring Drive, Indianapolis, IN 46254

(For Reference Only) Tax Parcel ID No.: 6011217 / 49-06-06-124-004.000-600

AND BEING the same property conveyed to AP Georgetown TIC 1 LLC, a Delaware limited liability company, AP Georgetown TIC 2 LLC, a Delaware limited liability company and AP Georgetown TIC 3 LLC, a Delaware limited liability company as tenants in common, by deed from Ashford Georgetown, LLC dated March 17, 2021, recorded April 14, 2021 in Instrument No. A202100049127 in the Office of the Recorder for the County of Marion, State of Indiana.

Exhibit B to Limited Warranty Deed

PERMITTED EXCEPTIONS

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. Property taxes for tax year 2023 are due and payable 2024, \$60,064.00 May installment, PAID, and \$60,064.00, UNPAID, for the November installment, Name of Taxpayer: AP GEORGETOWN TIC 1 LLC & AP GEORGETOWN TIC 2 LLC & AP GEORGETOWN TIC 3 LLC, Land \$1,018,400.00, Improvements \$4,988,000.00, Exemptions \$0.00, Tax Identification No.: 6011217/49-06-06-124-004.000-600, Description: PT SE1/4 S6 T16 R3 13.55AC.

Semi-annual assessment for Storm Water in the amount of \$2,771.40. May installment: PAID; November installment: UNPAID.
8. Property taxes for the year 2024 due in 2025 are a lien not yet due and payable.

Note: The Company does not assume any liability for tax increases occasioned by retroactive revaluation change in land usage or loss of any homestead exemption status for insured premises.
9. Municipal assessments, if any, assessed against the land.
10. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes.
11. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
12. Leases, grants, exceptions, or reservations of minerals or mineral rights, if any, appearing in the public records.
13. Rights of tenants in possession, as tenants only, under unrecorded leases and the terms and conditions of any unrecorded written leases.
14. Electric Line Easement granted to Indianapolis Power & Light Company, its successors and assigns, dated June 17, 1971 and recorded June 25, 1971 as Instrument No. 71-31017.
15. Terms, provisions and conditions of Sewer Service Agreement with the City of Indianapolis, Indiana, by and through its Department of Public Works, for and on behalf of the City, dated May 5, 1972 and recorded July 28, 1972 as Instrument No. 72-43603.
16. Covenants and conditions as reserved in that certain deed dated January 28, 2014 and recorded February 19, 2014 as Instrument No. A201400014082.
26. Rights of tenants in possession as tenants only under unrecorded leases.