Davidson County DEEDWARR
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Fees:38.00 Taxes:51800.00
20050527-0060350

SPECIAL WARRANTY DEED

GRANTOR: **BRENTRIDGE APARTMENTS, INC., a Tennessee corporation**

GRANTEE: **BR APARTMENTS L.P., a Delaware limited partnership**

This Instrument Prepared By:	**New Owner and Send Tax Bills:**	**Map Parcel No.:**
Elizabeth S. Galiano, Esq.	BR Apartments L.P.,	Tax Map 169 Parcels 65 & 180
Seward & Kissel LLP One Battery Park Plaza New York, New York 10004	c/o Sterling American Property IV, L.P. 111 Great Neck Road Great Neck, NY 11021 Attn.: Gregory Nero, Esq.	Property Address: 1500 Brentridge Drive, Antioch, TN

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FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid by **BR APARTMENTS L.P.**, GRANTEE, and other good and valuable consideration, the receipt of which is hereby acknowledged, **BRENTRIDGE APARTMENTS, INC.**, GRANTOR, does hereby bargain, sell and convey to GRANTEE, its successors and assigns the following described parcel of real estate located in Davidson County, Tennessee, more fully described in Exhibit A, attached hereto and made a part hereof by this reference.

The Property is improved property located at 1500 Brentridge Drive, Antioch, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to the Grantee, its successors and assigns forever.

Except as to those matters set forth on Exhibit B, to which this conveyance is expressly made subject, Grantor does further covenant and bind Grantor, his heirs, successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

Witness my hand this _____day of May, 2005.

GRANTOR: **BRENTRIDGE APARTMENTS, INC., a Tennessee corporation**

By: _____
Name: Anita Breslin
Title: Vice President

STATE OF New York)
ss:
COUNTY OF Queens)

Before me, Joanna Scanlan, a Notary Public of said County and State, personally appeared Anita Breslin, with whom I am personally acquainted (or proved to me on presentation of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President the within named grantor, and that he as such _____ executed the foregoing instrument for the purposes therein contained, by signing the name of Anita Breslin.

Witness my hand and seal, at Office, this 23 day of May, 2005.

Joanna Scanlan
Notary Public

JOANNA SCANLAN
Notary Public, State of New York
No. 01SC4996762
Qualified in Queens County
Commission Expires May 26, 2006

My Commission Expires:
May 26, 2006

STATE OF _____)
ss:
COUNTY OF _____)

The actual consideration or value, whichever is greater, for this transfer is: $14,000,000.00

Affiant

Sworn to and subscribed before me this 23 day of May, 2005.

Notary Public

My Commission Expires:
May 26, 2006

01690.0049 #572072

JOANNA SCANLAN
Notary Public, State of New York
No. 01SC4996762
Qualified in Queens County
Commission Expires May 26, 2006

EXHIBIT "A" TO DEED

[Real Property Description]

Land in Davidson County, Tennessee, being Lot No. 1, Phase I and Lot No. 1, Phase II on the Plan of Brentridge, as shown on plat of record in Plat Book 6250, page 576, in the Register's Office of Davidson County, Tennessee to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Brentridge Apartments, Inc. by Deeds from CASA Group, L.L.C. of record in Book 10397, page 967 and Book 10397, page 972, in the Register's Office of Davidson County, Tennessee.

EXHIBIT "B" TO DEED

[Permitted Exceptions]

Exhibit B

1. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.

2. If improvements are completed after January 1 of any year the law requires supplemental assessments for the year in which improvements are completed, as defined by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603, et seq.

3. All matters as shown on the plat of record in Plat Book 6250, page 576, Register's Office for Davidson County, Tennessee.

4. Taxes and assessments for the year **2005**, and thereafter

5. All of the terms and provisions set forth and contained in that certain Memorandum of Lease between Brentridge Apartments, Inc., Lessor, and Web Service Company, Inc., Lessee, a memorandum of which is recorded in Book 11544, page 326, Register's Office of Davdison County, Tennessee.

6. Storm Water Detention Agreement in Book 6629, page 735, Register's Office of Davidson County, Tennessee.

7. Easement in Book 8245, page 675, Register's Office of Davidson County, Tennessee.

8. Rights of tenants in possession under unrecorded written leases as tenants only