SPECIAL WARRANTY DEED

FROM: **BP PRODUCTS NORTH AMERICA INC., a Maryland corporation** (formerly known as Amoco Oil Company, successor in interest to BP Exploration & Oil Inc.)
Grantor

TO: **AMERICAN AFFORDABLE HOUSING, L.P.**
Grantee

This document prepared by:
Alexander C. Waddey, Esquire
Stites & Harbison, PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 09/16/05 12:29 7 pgs
Fees:38.00 Taxes:888.00
20050916-0111637

Address New Owner (s) As Follows:

American Affordable Housing, L.P.
6805 Falcata Cove
Austin, Texas 78750

Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes

Same

Map-Parcel Numbers

071-06-0-070.00

Field Book Numbers

STATE OF ILLINOIS)
COUNTY OF DuPAGE)

The actual consideration or value, whichever is greater, for this transfer is Two Hundred Forty Thousand and NO/100 Dollars ($240,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 14th day of Sept., 2005.

OFFICIAL SEAL
TAMMY L. RAMBOW
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 22, 2006

Notary Public

My Commission Expires: 7-22-06

SPECIAL WARRANTY DEED, KNOW ALL MEN BY THESE PRESENTS:

That, **BP PRODUCTS NORTH AMERICA INC.** (formerly known as Amoco Oil Company, successor in interest to BP Exploration & Oil Inc.), a Maryland corporation, with an address of 28100 Torch Parkway, Warrenville, Illinois 60555 ("Grantor"), for Ten Dollars ($10.00) and other good and valuable consideration received to its full satisfaction of **AMERICAN AFFORDABLE HOUSING, L.P.**, a Texas limited partnership, whose tax mailing address is

6805 Falcata Cove, Austin, Texas 78750 ("Grantee"), and pursuant to that certain Agreement of Purchase and Sale between Grantor and Grantee dated June 21, 2005 ("Agreement"), does hereby grant, bargain, sell and convey unto Grantee, and its heirs, devisees, legal representatives, successors and assigns, as the case may be, that certain real property located at 1440 Brick Church Road in the City of Nashville, County of Davidson, and State of Tennessee, and being the same real property conveyed to Grantor by deed recorded in Book 10724, Page 515 of the public records of said County, as more particularly described in Exhibit A attached hereto and made a part hereof, together with all buildings, improvements and fixtures thereon, but excluding any trade marks, service marks, trade names, trade dress, bullnoses on any canopies, logos, color schemes, designs, signage, sign poles, identifications, legends, slogans, advertising, advertising materials, patents, copyrights, patented or copyrighted materials, or any other proprietary rights, inventory or materials located thereon and belonging to any Grantor Entity, as defined below ("Property").

1. **WARRANTY**. TO HAVE AND TO HOLD the above granted and bargained Property with the easements and rights appurtenant thereunto belonging, unto Grantee and the heirs, devisees, legal representatives, successors and assigns of Grantee, as the case may be, forever, SUBJECT, however, to: (a) taxes and assessments, both general and special, not then due and payable; (b) building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authorities; (c) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record; (d) any state of facts that an accurate survey and independent inspection of the Property would disclose; and (e) the restrictions, covenants and representations set forth herein. Grantor warrants and will defend its title to the Property against all lawful claims and demands made against said title by all persons claiming by, from, through or under Grantor, and none other, except as above noted.

2. **RESTRICTIONS**. The Property is hereby conveyed by Grantor and accepted by Grantee subject to the following restrictions and covenants:

- The Grantee herein covenants and agrees, for itself, and its grantees, successors and assigns, that no part of the real estate herein conveyed shall be used by Grantee or by Grantee's executors, grantees and assigns, for the purpose of conducting or carrying on the business of selling, handling, or dealing in gasoline, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, tires, batteries, automotive parts or accessories, other petroleum products or any fuel used for internal combustion engines, or lubricants in any form. This restriction binds and restricts the property as a covenant and restriction running with the land and is deemed to benefit Grantor as the owner or lessee of property in the County of Davidson, Tennessee, and as the operator or supplier of retail operations in the County of Davidson, Tennessee. This restrictive covenant will remain in full force and effect for a term of twenty (20) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

- The Grantee herein further covenants and agrees, for itself, and its grantees, successors and assigns, that no water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, will be installed on any part of the real estate conveyed herein. This restriction binds and restricts the property as a covenant and

restriction running with the land and is deemed to benefit Grantor as the owner or lessee of property in Davidson County, Tennessee and as the operator or supplier of retail operations in Davidson County, Tennessee. This restrictive covenant will remain in full force and effect for a term of twenty (20) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

- The Grantee herein further covenants and agrees, for itself, and its grantees, successors and assigns, that the real estate conveyed herein will be used solely and exclusively for industrial and/or commercial purposes, including but not limited to drugstores, restaurants and fast food establishments. If the applicable state environmental laws and regulations define commercial and/or industrial use, any use which is deemed not to be a commercial or industrial use by such laws and regulations will also not be a commercial or industrial use as the terms are used herein

- The Grantee herein hereby further covenants and agrees, for itself, and its grantees, successors and assigns, that no basements or other underground improvements, with the exception of building footings, will be constructed on the real estate herein conveyed. No part of the real estate herein conveyed will be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church, a park or a hospital.

- The restrictions set forth in the preceding two paragraphs shall bind and restrict the property as covenants and restrictions running with the land and are deemed to benefit Grantor as the owner or lessee of property in Davidson County, Tennessee and as the operator or supplier of retail operations in Davidson County, Tennessee. These restrictive covenants will remain in full force and effect for a term of twenty (20) years from the date of this conveyance whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

- The Grantee herein further covenants and agrees, for itself, and its Grantees, successors and assigns, that no soils will be removed from the property herein conveyed, unless the soil is moved to a disposal facility authorized by the State of Tennessee to receive such soils. Grantee is solely responsible for any and all soil disposal costs. This restriction binds and restricts the property as a covenant and restriction running with the land and is deemed to benefit Grantor as the owner or lessee of property in Davidson County, Tennessee and as the operator or supplier of retail operations in Davidson County, Tennessee. This restrictive covenant will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

3. **ENVIRONMENTAL PROVISIONS**.

a. **Disclaimer**. Grantee acknowledges that the Property may have been used as a service station or for related purposes for the storage, sale, transfer or distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons. Grantee further acknowledges that prior excavation at the Property may have resulted in disruption of utility

services, and that backfill material may not be suitable for foundation support. Grantee represents that it is familiar with the condition of the Property. Grantee acknowledges and agrees that **THE PROPERTY IS HEREBY CONVEYED AND ACCEPTED IN ITS "AS IS; WHERE IS" CONDITION ON THE CLOSING DATE, WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ITS HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, CONDITION, DESIGN, OPERATION, CAPACITY OR OTHERWISE. GRANTEE DOES HEREBY WAIVE, RELEASE AND DISCHARGE THE GRANTOR ENTITIES FROM AND AGAINST ALL LOSSES, AS DEFINED BELOW, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE PROPERTY OR THE CONDITION THEREOF.**

b. **Hydrocarbons**. The term "Access" as used in this Deed shall mean the right of access to the Property on and after the Closing Date for Grantor, its employees, contractors, agents, representatives and licensees, to perform Remediation, as defined below, including without limitation the installation, maintenance, operation, use, sampling, removing and/or decommissioning of Remediation Equipment, as defined below, on, in or around the Property, all without trespass. The term "Remediation" as used in this Deed shall mean any testing, assessing, remediating and/or performing corrective action for specified Hazardous Materials, as defined below, at the Property, including without limitation (i) the installation, maintenance, operation, use, sampling, removing and/or decommissioning on, in or around the Property of monitoring points (including without limitation soil borings, monitoring wells and vapor points), recovery wells, remediation or treatment equipment, and an above-ground shed or trailer to house equipment; (ii) the removal, remediation, storage, testing and/or treatment of soils and groundwater from or on the Property; (iii) ingress and egress, by persons, vehicles and equipment, in, across and around the Property; and (iv) the completion of such additional related activities as may be necessary or desired to test, assess, remediate and/or perform corrective action for such Hazardous Materials. The term "Remediation Equipment" as used in this Deed shall mean any equipment, materials, improvements and vehicles used for Remediation, including without limitation the monitoring points, recovery wells and above-ground shed or trailer described in (i) above. The term "Hazardous Materials" as used in this Deed shall mean any flammable explosives, hydrocarbons and/or petroleum products or fractions thereof, radioactive materials, hazardous or toxic wastes, substances or materials, including without limitation those materials and substances which may now or hereafter be defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in the Laws. The term "Laws" as used in this Deed shall mean, as appropriate in the context, any applicable federal, state or local laws, statutes, ordinances, rules, regulations or orders, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., as amended, and the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., as amended. The term "Hydrocarbons" as used in this Deed shall mean any petroleum hydrocarbons existing on or migrating from the Property as of the Closing Date, which Grantor and/or its employees, licensees or agents caused to be spilled, leaked, or otherwise discharged onto, into or from the Property prior to the Closing Date.

Grantee acknowledges that there may be Hydrocarbons existing on or migrating from the Property as of the Closing Date. Grantee does hereby waive, release and discharge Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, employees,

contractors, agents, representatives, successors and assigns (collectively, the "Grantor Entities") from and against all actions or causes of action at law or in equity, claims; demands, costs, expenses (including reasonable attorneys' fees), obligations, losses, damages (excluding business interruption and other consequential damages), payments, liabilities, liens, fines and penalties ("Losses") directly or indirectly arising out of or relating to the Hydrocarbons or the performance of any Remediation therefor.

c. **Other Contamination**. Grantee acknowledges that there may be Hazardous Materials, other than Hydrocarbons, existing on or migrating from the Property as of the Closing Date ("Other Contamination"). Grantee does hereby waive, release and discharge the Grantor Entities from and against all Losses directly or indirectly arising out of or relating to the Other Contamination or the performance of any Remediation therefor.

d. **Future Contamination**. Grantee acknowledges that there may be Hazardous Materials which are threatened to be or are spilled, leaked, migrated or otherwise discharged onto, into or from the Property after the Closing Date ("Future Contamination"). Grantee does hereby agree to assume and be responsible for, and does hereby waive, release and discharge, and shall defend, indemnify and hold harmless the Grantor Entities from and against all Losses directly or indirectly arising out of or relating to Future Contamination or the performance of any Remediation therefor.

e. **Access**. Notwithstanding anything to the contrary contained herein, in the event that, after Closing, any governmental agency, entity, body, instrumentality, department or representative ("Government") shall notify Grantor that Grantor must undertake on the Property any Remediation of Hazardous Materials, then Grantor shall notify Grantee of the same. After such notice from Grantor, in the event: (i) Grantee fails to timely or properly undertake and pursue the required Remediation of such Hazardous Materials, or (ii) the Government insists that Grantor undertake or pursue the required Remediation of such Hazardous Materials; then, and only in the event of (i) or (ii), and under no other circumstances, Grantor shall have the right (but not the obligation) of Access for the required Remediation of such Hazardous Materials. Grantor's Access and activities on the Property shall not be deemed an admission of liability for such Hazardous Materials. Grantor shall exercise its Access in a manner which does not unreasonably interfere with Grantee's use of the Property. Grantee shall not interfere with Grantor's Access, or actions taken pursuant thereto, and shall cooperate with Grantor in obtaining any permits, licenses, approvals, consents or related documents necessary for Grantor's actions taken with respect to the Property.

4. **MISCELLANEOUS**. The terms and provisions of this Deed shall run with the Property and each portion thereof and shall be binding upon and inure to the benefit of the parties, their respective heirs, devisees, legal representatives, successors and assigns, as the case may be, and any other person or entity expressly noted herein.

The effective date of this Deed is September 15, 2005 ("Closing Date").

On December 31, 1991, BP Exploration Inc. merged into BP Oil Company. As a result of the merger, the name of BP Oil Company was changed to BP Exploration & Oil Inc.

On October 1, 2001, BP Exploration & Oil Inc. merged into Amoco Oil Company. As a result of the merger, the name of Amoco Oil Company was changed to BP Products North America Inc.

IN WITNESS WHEREOF, BP PRODUCTS NORTH AMERICA INC. has hereunto set its hand, by its duly authorized representatives, this 15 day of September, 2005.

BP PRODUCTS NORTH AMERICA INC.

By: M E McDermed
Name: M.E. McDermed
Title: Vice President

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named **BP PRODUCTS NORTH AMERICA INC.**, a. Maryland corporation, by M.E. McDermed, its Vice President, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said corporation .

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at DuPage County, Illinois, this 14th day of September, 2005.

Tammy L. Rambow
Notary Public

My Commission Expires: 7-22-06

OFFICIAL SEAL
TAMMY L. RAMBOW
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 22, 2006

1440 Brick Church Road
Nashville, Tennessee
BP Site No./SS#01751

EXHIBIT A

Land in Davidson County, Tennessee, being located in the southwest quadrant of West Trinity Lane and Brick Church Pike and more particularly described as follows:

Beginning at an iron pin on the southerly margin of West Trinity Lane, as widened, at its intersection with the westerly margin of Brick Church Pike, as relocated; thence with said Pike S 9° 10' E 35 feet and S 5° 22' W 115 feet to an iron pin; thence N 83° 37' W 150 feet to an iron pin; thence N 4° 27' E 173.9 feet to an iron pin on the southwesterly margin of said West Trinity Lane; thence with said Lane S 56° 13' E 50 feet, and S 82° 25' E 100 feet to the beginning.

Being the same property conveyed to BP Exploration & Oil Inc., by Quitclaim Deed and Lease Termination from Service Station Holdings Inc. (formerly Service Station Realty Inc.), a Delaware corporation, of record in Book 10724, page 515, Register's Office for Davidson County, Tennessee. The said BP Exploration & Oil Inc. merged into Amoco Oil Company, a Maryland corporation on October 1, 2001. Subsequently, Amoco Oil Company changed its name to BP Products North America Inc.

Tax Parcel # 071-06-0-070.00