This Instrument Prepared By:

Mark M. Sloan
Thompson & Knight LLP
1700 Pacific Avenue, Suite 3300
Dallas, Texas 75201

Davidson County DEEDWARR
Recvd: 12/07/06 13:10 9 pgs
Fees:48.00 Taxes:182040.00
20061207-0151562

Name and Address of Property Owner and Taxpayer:
100 Oaks Plaza LLC
c/o ATR & Associates, Inc.
12770 Coit Road, Suite 810
Dallas, TX 75251
Attention: Anthony T. Ruggeri

Parcel Identification Numbers Assigned by County Tax Assessor: 11815001000, 11815001400 & 11816008200

SPECIAL WARRANTY DEED

100 OAKS, L.P., a Tennessee limited partnership (collectively, "**Grantor**"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid to Grantor by **100 OAKS PLAZA LLC**, a Delaware limited liability company (hereinafter called "**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN and DELIVER to Grantee the land described in Exhibit A attached hereto and made a part hereof, together with all buildings and other improvements situated thereon and all rights and appurtenances pertaining thereto, including without limitation any and all right, title, and interest of Grantor in and to adjacent streets (collectively, the "**Property**"); subject, however, to the encumbrances described in Exhibit B attached hereto and made a part hereof (hereinafter called the "**Permitted Encumbrances**").

Grantor, for itself and its successors and assigns, does hereby covenant with Grantee, its successors and assigns, that it is lawfully seized in fee simple of the premises above conveyed and has full power, authority and right to convey the same, and that said premises are free from all encumbrances except the Permitted Encumbrances. Grantor, for Grantor and Grantor's successors and assigns, does hereby covenant with Grantee, and Grantee's successors and assigns, that, as to the title and quiet possession to said Property, it will warrant and defend against the lawful claims of all persons claiming the same by, through, or under Grantor or as the result of an affirmative act of Grantor, but not further or otherwise.

DISCLAIMER BY GRANTOR

BY ACCEPTING THIS DEED, GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND

EXAMINED THE HEREIN DESCRIBED PROPERTY AS DEEMED NECESSARY BY GRANTEE TO EVALUATE THE PURCHASE THEREOF. GRANTEE HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE HEREIN DESCRIBED PROPERTY BY GRANTEE AND THAT GRANTEE IS PURCHASING SUCH PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT PURSUANT TO WHICH GRANTEE ACQUIRED THE PROPERTY (THE "AGREEMENT") AND THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Deed is executed by Grantor to be effective as of the 6th day of December, 2006.

100 OAKS, L.P., a Tennessee limited partnership

By: WELP Nashville, L.C., a Florida limited liability company, its general partner

By: WELP Nashville Corporation, a Florida Corporation, its managing member

By: _____
Name: Lothar Estein
Title: President

GRANTOR

STATE OF FLORIDA §
§
COUNTY OF ORANGE §

Personally appeared before me, Anthony E. Marcus, a Notary Public of said State and County, Lothar Estein, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of the grantor or a constituent of the grantor and is authorized by the grantor or by its constituent, the constituent being authorized by the grantor, to execute this instrument on behalf of the grantor.

Witness my hand, at office, this 29th day of ~~December~~ November, 2006.

ANTHONY E. MARCUS
MY COMMISSION # DD 577123
EXPIRES: July 24, 2010
Bonded Thru Notary Public Underwriters

_____
Notary Public

My Commission Expires:

7/24/2010

AFFIDAVIT

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $49,200,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Stacy L Blackwell
Affiant

Subscribed and sworn to before me this 6th day of Dec., 2006.

Susan J. Garner
Notary Public

My commission expires:

SUSAN J. GARNER
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMMISSION EXPIRES JULY 28, 2009

Exhibit A
To Special Warranty Deed

LEGAL DESCRIPTION

Being a tract of land in Nashville, Tennessee lying in the central portion of Davidson County, Tennessee located in the 16th Councilmatic District. Bounded on the west by the Right of Way (ROW) of Powell Avenue ROW (varies) and Brandsford Avenue ROW (varies). Bounded on the North by the ROW of Thompson Lane ROW (varies). Bounded on the east by Hillwood Bottling, LLC as recorded in Inst. #20060105001881 Register's Office of Davidson, County (RODC), Woodlawn Memorial Park, Inc. as recorded in Deed Book 5910, Page 656 (RODC), WLH Reality, Inc as recorded in Inst. 20001220-0124904 (RODC) and by the termination of 60 foot ROW of Hailey Drive. Bounded on the south by Hill, H.G. Reality Co. as recorded in Book 6513, Page 80 (RODC). Tract being described as follows:

POINT OF BEGINNING being the intersection of Thompson Lane and Brandsford Avenue on the ROW radius return being a set point on the southern ROW of said Thompson Lane; thence along the southern ROW of said Thompson Lane South 82°39'07" East 659.58 feet to a found 1/2" iron rod being the northwest corner of said Hillwood Bottling, LLC; thence leaving the said Thompson Lane ROW and with the western property line of said Hillwood Bottling, LLC with the following: South 07°15'27" West 449.77 feet to a found 5/8" iron rod; thence South 82°40'04" East 198.31 feet to a found 1/2" iron rod; thence South 07°09'28" West 350.30 feet to a found drill hole; thence South 82°37'53" East 50.10 feet to a point; thence South 24°05'48" East 70.29 feet to a point; thence South 82°40'48" East 35.59 feet to a point; thence South 24°05'48" East 166.33 feet to a point; thence South 82°40'48" East 369.88 feet to a found 5/8" iron rod being the western property line of said Woodlawn Memorial Park, Inc.; thence along western property line of said Woodlawn Memorial Park Inc. with the following: South 27°39'46" East 333.07 feet to a point; thence South 89°41'02" East 215.73 feet to a point; thence South 46°25'03" East 149.00 feet to a point; thence South 20°38'02" East 146.60 feet to a point; thence South 05°30'12" West 178.70 feet to a found 5/8" iron rod thence; thence South 51°30'50" West 201.96 feet to a found 1/4" iron rod; thence South 24°24'40" East 220.51 feet to a point; thence South 82°27'20" East 149.97 feet to a point on the western property line of said WLH Reality Co.; thence along said western property line and with said ROW of Hailey Drive South 06°11'40" West 327.21 feet to a point being on the northern property line of said Hill, H.G. Reality Co.; thence along northern property line of said Hill, H.G. Reality Co. North 84°03'47" West 921.63 feet to a found concrete monument being on the eastern ROW of said Powell Avenue; thence along eastern ROW of said Powell Avenue with the following: North 24°10'46" West 18.54 feet to a found 5/8" iron rod; thence with a curve to the left having a radius of 1796.12 feet, a curve length of 451.00 feet, a central angle of 14°23'12", a chord bearing and distance of North 32°00'53" West 449.81 feet to a point; thence North 38°35'07" West 78.78 to a point; thence with a curve to the right having a radius of 1407.50 feet, a arc length of 361.69 feet, a central angle of 14°43'24", a chord bearing and distance of North 31°13'25" West 360.69 feet to a point; thence North 23°51'43"

West 1143.65 feet to a point; thence North 65°55'53" East 5.00 feet to a point; thence North 24°04'07" West 147.58 feet to a point; thence with a curve to the right having a radius of 447.47, an arc length of 261.11, a central angle of 33°26'00", a chord bearing and distance of North 07°21'07"West 257.42 feet to a point; thence North 09°21'53" East 222.79 feet to a point; thence with a curve to the right having a radius of 50.00 feet, an arc length of 76.78 feet, a central angle of 87°59'00", a chord bearing and distance of North 53°21'23" East 69.45 feet to the point of beginning.

Tract contains 2,336,611 square feet or 53.64 acres, more or less.

BEING the same property conveyed to 100 Oaks, L.P., by Deeds of Record in Book 9705, Page 559; Book 10159, Page 32 and Book 10495, Page 139, Register's Office for Davidson County, Tennessee.

The Property is improved and located at: 719 Thompson Ln, Nashville, TN 37204

Exhibit B
to Special Warranty Deed

PERMITTED EXCEPTIONS

1. Taxes for the year 2007 and subsequent years not yet due and payable.

2. Terms, conditions and easements as contained in the Quitclaim Deed of Conveyance to the City of Nashville, Water Works Department of record in Book 2244, page 611, in the Register's Office for Davidson County, Tennessee.

3. Easements as contained in the Warranty Deed to Suburban Industrial Development Company of record in Book 2271, page 473, in the Register's Office for Davidson County, Tennessee.

4. Easements as contained the Warranty Deed to National Dairy Products Corporation of record in Book 3102, page 446, in the Register's Office for Davidson County, Tennessee.

5. Easements as contained in the Warranty Deed from National Dairy Products, Corporation to Belz Investment Company of record in Book 3939, page 78, in the Register's Office for Davidson County, Tennessee.

6. Easements as retained by Alvin G. Beaman in the Warranty Deed of record in Book 3882, page 941, in the Register's Office for Davidson County, Tennessee.

7. Agreement for Dedication of Easement to Metropolitan Government of Nashville, Davidson County of record in Book 4834, page 487, in the Register's Office for Davidson County, Tennessee.

8. Agreement for Dedication of Easement to the Metropolitan Government of Nashville, Davidson County of record in Book 4834, page 490, in the Register's Office for Davidson County, Tennessee

9. Easements as conveyed by Deed of Conveyance to Metropolitan Government Department of Water and Sewer of record in Book 4834, page 494, in the Register's Office for Davidson County, Tennessee.

10. Agreement for the Dedication of Easements to the Metropolitan Government of Nashville, Davidson County of record in Book 5081, page 267, in the Register's Office for Davidson County, Tennessee.

11. Terms and conditions of the Lease dated July 14, 1966 by and between Belz Investment Company, a Partnership composed of Philip Belz and Jack A. Belz, as Lessor and First American National Bank, as Lessee, of record in Book 4041, page 477, in the Register's Office for Davidson County, Tennessee.

12. Terms and conditions of that Lease as evidenced by Memorandum of Lease dated August 16, 1994 by and between Belz Investment Company, as Lessor and The TJX Companies, Inc., a Delaware corporation, as Lessee of record in Book 9598, page 85, in the Register's Office for Davidson County, Tennessee.

13. Terms and conditions of that Lease as evidenced by Memorandum of Shopping Center Lease dated August 16, 1994 by and between Belz Investment Company, as Lessor and Michaels Stores, Inc., a Delaware corporation, as Lessee of record in Book 9696, page 260, in the Register's Office for Davidson County, Tennessee.

14. Terms and conditions of that Lease as evidenced by Memorandum of Lease dated April 30, 1995, by and between Belz Investment Company, a Tennessee general partnership as predecessor to 100 Oaks, L.P., a Tennessee limited partnership, as Lessor and PetSmart, Inc., a Delaware corporation, as Lessee of record in Book 10237, page 830, in the Register's Office for Davidson County, Tennessee.

15. Terms and conditions of that Lease as evidenced by Memorandum of Lease dated May 27, 1997, by and between 100 Oaks, L.P., a Tennessee limited partnership, as Lessor and J.C. Penney Company, Inc., a Delaware corporation, as Lessee of record in Book 10551, page 374 and in Book 10600, page 79, in the Register's Office for Davidson County, Tennessee.

16. Terms and conditions of that Lease as evidenced by Memorandum of Lease dated May 27, 1996, by and between 100 Oaks, L.P., a Tennessee limited partnership, as Lessor and Media Play, Inc., a Delaware corporation, as Lessee of record in Book 10101, page 864, in the Register's Office for Davidson County, Tennessee.

17. Subject to an easement for fire hydrants pursuant to the Deed of Conveyance to Metropolitan Government, Nashville and Davidson County, Department of Water and Sewer of record in Book 11030, page 828, in the Register's Office for Davidson County, Tennessee.

18. Terms and conditions of that Lease as evidenced by Memorandum of Lease dated February 20, 2002, by and between 100 Oaks, L.P., a Tennessee limited partnership, as Lessor and R.C. Cobb, Inc., an Alabama corporation, as Lessee of record in Instrument # 200203080029250, in the Register's Office for Davidson County, Tennessee.

19. Terms and conditions of that Lease as evidenced by Memorandum of Lease dated December 22, 2003, by and between 100 Oaks, L.P., a Tennessee limited partnership, as Lessor and ROSS STORES, Inc., a Delaware corporation, as Lessee of record in Instrument # 200312230182146, in the Register's Office for Davidson County, Tennessee.

20. Rights of tenants, as tenants only, under any valid and subsisting leases, as reflected on the rent roll of the Property dated November 27, 2006 delivered by Grantor to Grantee.

21. Easement rights, if any, due to the location of the following: 1) Utility poles and wires throughout the property; 2) 24" RCP Lines under the 1-story stucco and 2-story stucco buildings; and 3) 10" SA Line under the 2-story stucco building.