After Recording Return to and
This instrument was prepared by:

First American Title Insurance Company
2425 E. Camelback Road, Suite 300
Phoenix, Arizona 85016
(602) 567-8100

Davidson County DEEDWARR
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Fees:28.00 Taxes:1147.00
20071012-0121422

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NCS-314093

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 10th day of October, 2007, by and between BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC., a Tennessee corporation ("Grantor"), and 1420 COWAN PARTNERS, an Illinois general partnership ("Grantee").

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee the following described Real Estate, situated and being in the City of Nashville, County of Davidson, State of Tennessee, to wit:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Being the same property conveyed to party of the first part, herein shown in:
Book 7956, Page No. 306 in said Register's office.

This conveyance is made subject to:

1) Taxes which have been assumed by Grantee; 2) All restrictions of record; 3) All easements of records; (4) All visible easements; 5) All matters appearing on the plan of record; 6) All applicable governmental and zoning regulations; and 7) The deed restrictions attached hereto as Exhibit B and by this reference incorporated herein.

> Unimproved property located at: 1420 Cowan Court, Nashville, Davidson County, Tennessee 37207 and may be identified in the Tax Assessor's Office of Davidson County, Tennessee, as a portion of Map 82-6, Parcel 86.

TO HAVE AND TO HOLD the aforesaid Real Estate together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the Grantee and its heirs, successors and assigns in fee simple forever.

Grantor does hereby covenant with the said Grantee that it is lawfully seized in fee simple of the aforedescribed real estate; that Grantor has good right to sell and convey the same; that the same is unencumbered, EXCEPT as set forth herein and that the title and quiet possession thereto

Grantor warrants and forever defends against the lawful claims of all persons "claiming by, through, or under Grantor, but not further or otherwise."

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the Grantor on the day and year first above written.

BROWNING-FERRIS INDUSTRIES
OF TENNESSEE, INC.,
a Tennessee corporation

By: _____
Name: Jennifer Colla
Title: Senior Manager, Market Development
An Authorized Agent

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

Before me, the undersigned, Notary Public of the State and County aforesaid, personally appeared Jennifer Colla with whom I am personally acquainted (or to me on the basis of satisfactory evidence) and who, upon oath, acknowledged to be the authorized agent of BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC., the within named bargainer, a Tennessee corporation, and that as such authorized agent, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by Jennifer Colla as such authorized agent of BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC.

Witness my hand and Notarial Seal at office this 8TH day of OCTOBER, 2007.

_____
Notary Public

My Commission Expires:

JAN. 17, 2009

LYNN SMITH
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
January 17, 2009

LYNN SMITH NOTARY PUBLIC MARICOPA

1983753.1

New Owner's Name: 1420 Cowan Partners
c/o Monroe Asset Management LLC
Attn: Donald J. Allen
30 West Monroe, Suite 1000
Chicago, IL 60603

Mail tax bills to, (Person or Agency responsible for payment of taxes)

1420 Cowan Partners
c/o Monroe Asset Management LLC
Attn: Donald J. Allen
30 West Monroe, Suite 1000
Chicago, IL 60603

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $310,000.00 which amount is equal or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

SUBSCRIBED AND SWORN to before me this 8th day of OCTOBER, 2007.

Notary Public

My Commission Expires:

JAN. 17, 2009

LYNN SMITH
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
January 17, 2009

LYNN SMITH NOTARY PUBLIC MARICOPA

1983753.1

Exhibit "A"

Land in Davidson County, Tennessee, being Lot No. 6A on the Resubdivision of Lot 6, Section Six, Cowan Industrial Park as of record in Book 6050, Page 403, Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete description.

Being the Property conveyed to Browning-Ferris Industries of Tennessee, Inc. by General Warranty Deed from Cowan Industrial Park, a Tennessee limited liability company, of Record in Book 7956, Page 306, in the Register's Office for Davidson County, Tennessee.

Exhibit "B"

DEED RESTRICTIONS

Grantee agrees that Grantee shall not use the Property for any purpose related to the disposal, hauling, storage or transfer of solid waste or the operation of a business related to solid wastes.

In addition to all remedies available to Grantor at law or in equity for any breach or threatened breach of the covenants or restrictions contained herein, Grantor, its successors or assigns shall be entitled to enjoin such breach or threatened breach of the covenants or restrictions contained herein.

In addition, Grantor shall be entitled to recover from Grantee, its successors or assigns, all of Grantor's attorneys' fees, expert fees and costs, court costs and other litigation-related expenses arising from any enforcement of the covenants or restrictions contained herein.

The covenants and restrictions contained herein shall run with the land for a period of ninety-nine (99) years after the recording date of this Deed.