OWNER/SEND BILLS TO - CND Lexington Gardens LLC
CRP NEW DAWN PORTFOLIO
INVESTMENT PROGRAM I, L.L.C.
12505 Orange Drive, Suite 906
Davie, Florida 33330

THIS INSTRUMENT PREPARED BY:
Lawrence H. Bryant, Esquire
Williams Mullen
999 Waterside Drive, Suite 1700
Norfolk, VA 23510

TAX MAP AND PARCEL NUMBERS: 128-04-OA-008.00C0; 128-04-0A-009.00CO; 128-04-0A-010.00CO and 128-04-0A-011.00CO

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this 30th day of January, 2008, between **LEXINGTON GARDENS ASSOCIATES, LLC**, a Delaware limited liability company, and **HG LEXINGTON, LLC**, a Virginia limited liability company, collectively, First Party, and **CND LEXINGTON GARDENS, L.L.C.**, a Delaware limited liability company, Second Party.

WITNESSETH

THAT SAID FIRST PARTY, for and in consideration of the sum of Ten and no/100 Dollars ($10.00), and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and conveyed, and does by these presents grant, bargain, sell, transfer and convey unto Second Party, and this is improved property known as 510 and 512 Old Hickory Boulevard, Nashville, TN 37209, the real property described as follows:

(SEE PROPERTY DESCRIPTION ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD the same unto the Second Party, its successors and assigns forever, together with all of the rights and interest thereunto belonging, in fee simple.

The First Party covenants that it is lawfully seized in fee simple of the premises; that it has a good and lawful right to sell and convey the same; and that said property is free and clear and unencumbered, with the exception of the 2008 taxes, which shall be prorated as of the date of closing, and which Second Party assumes and agrees to pay, and the matters set forth on Exhibit "B" attached.

The First Party further covenants that it will warrant and defend the title to said property unto the Second Party, its successors and assigns, against the lawful claims of all parties claiming by, through, or under the First Party, but no further or otherwise.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

Davidson County DEEDWARR
Recvd: 01/31/08 15:50 11 pg
Fees:58.00 Taxes:194250.00
20080131-0010235

IN WITNESS WHEREOF, the said First Party hereunder has caused this instrument to be executed as of the day and year first above written.

LEXINGTON GARDENS ASSOCIATES, LLC
a Delaware limited liability company

By: Lexington Managing Co., LLC,
a Delaware limited liability
company, its Manager

By: _____ (SEAL)
Name: _____
Title: _____
Date: _____, 2008

STATE OF New York
COUNTY/CITY OF New York, to wit:

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County/City and State, Marvin Bienenfeld, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Lexington Managing Co., LLC, which is the Manager of LEXINGTON GARDENS ASSOCIATES, L.L.C., the within named bargainor, a Delaware limited liability company, and that as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Marvin Bienenfeld, as President of Lexington Managing Co., LLC, Manager of LEXINGTON GARDENS ASSOCIATES, L.L.C.

WITNESS my hand and official seal at office this 29th day of January, 2008.

My Commission Expires:

_____
Notary Public
RICHARD S. MEZAN
Notary Public, State of New York
No. 02ME5035359
Qualified in Westchester County
Commission Expires Oct. 31, ~~199~~ 2010

HG LEXINGTON, LLC,
a Virginia limited liability company

By: HGL Managing Co., LLC,
a Delaware limited liability
company, its Manager

By: _____ (SEAL)
Name: T. Richard Litton, Jr.
Title: Vice President
Date: _____, 2008

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to wit:

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County/City and State, T. Richard Litton, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of HGL Managing Co., LLC, which is the Manager of HG LEXINGTON, LLC, the within named bargainor, a Virginia limited liability company, and that as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of T. Richard Litton, Jr., as Vice President of HGL Managing Co., LLC, Manager of HG LEXINGTON, LLC.

WITNESS my hand and official seal at office this 28 day of January 2008.

My Commission Expires:
9-30-2010

Cheryl M LaHay
Notary Public

CHERYL M. LaHAY
NOTARY PUBLIC
REGISTRATION NUMBER
7055437
COMMONWEALTH OF VIRGINIA

I hereby swear of affirm that the actual consideration or true value of this transfer, whichever is greater. is $ 52,500,000.00

Affiant

Subscribed and sworn to before me this 31st day of January, 2008.

Notary Public

My Commission Expires: 03-22-08

1242460v1

PAMELA PEARRE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT "A"

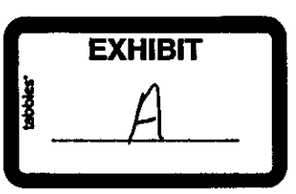
LEGAL DESCRIPTION

THE LEXINGTON PROPERTY - Tax Map and Parcel No. 128-04-0A-008.00-CO

A tract of land in the 23rd Councilmanic District of Metropolitan Nashville, Davidson County, Tennessee, being Lot 1 on the Final Plat of The Lexington, Phase I, (formerly Williamsburg Village), of record in Plat Book 7900, Page 895, Register's Office for Davidson County (R.O.D.C.), Tennessee and being more particularly described as follows:

Beginning at an iron rod (o) with cap stamped #3050, on the easterly right-of-way line of Old Hickory Boulevard, (right-of-way width varies), said rod being the southwest property corner of Mary C. Lewis of record in Deed Book 10316, Page 788, R.O.D.C., Tennessee. Said iron rod being 1,565 feet, more or less, from the south right-of-way line of Tolbert Road; thence,

1. Leaving the right-of-way line of Old Hickory Boulevard and with the southerly property line of Lewis, South 84 degrees 52 minutes 56 seconds East, 261.16 feet to an iron rod (n) with cap stamped Ragan-Smith & Associates; thence,
2. South 01 degrees 30 minutes 21 seconds East, 95.89 feet to a 5/8 inch iron rod (o) with no cap; thence,
3. South 89 degrees 53 minutes 53 seconds East, 340.20 feet to an iron rod (o) with no cap, the northwest corner of The Lexington, Phase II, of record in Plat Book 9700, Page 404, R.O.D.C., Tennessee; thence,
4. With the westerly property line of said Phase II, South 00 degrees 13 minutes 44 seconds West, 219.73 feet to an iron rod (o) with cap stamped Gresham Smith; thence,
5. South 40 degrees 36 minutes 11 seconds West, 536.19 feet to an iron rod (o) with cap stamped Gresham Smith; thence,
6. South 00 degrees 40 minutes 26 seconds East, 292.69 feet to an iron rod (o) with cap stamped Gresham Smith. Said rod is the northeasterly property corner of Lot 2, on the Final Plat of The Lexington, Phase I, of record in Plat Book 7900, Page 895, (R.O.D.C.), Tennessee; thence,
7. With the northerly property line of said Lot 2, South 89 degrees 19 minutes 36 seconds West, 80.14 feet to an iron rod (o) with cap stamped Gresham Smith, the northwest property corner of said Lot 2; thence,
8. With the westerly property line of said Lot 2, South 19 degrees 07 minutes 21 seconds West, 79.88 feet to an iron rod (o) with cap stamped Gresham Smith, the southwest property corner of said Lot 2; thence,
9. With the southerly property line of said Lot 2 and with a 466.84-foot radius curve to the left, for an arc length of 110.28 feet, an interior angle of 13 degrees 32 minutes 05 seconds and a chord bearing and distance of South 77 degrees 39 minutes 17 seconds East, 110.02 feet to a P.K. Nail (o) in a concrete walk, the westerly property line of The Lexington, Phase II; thence,
10. Leaving said Lot 2 and continuing with said Phase II, South 00 degrees 40 minutes 26 seconds East, 130.05 feet to a 1/2 inch iron rod (o) with no cap; thence,



11. South 89 degrees 19 minutes 48 seconds West, 233.96 feet to a 1/2 inch iron rod (o) with no cap; thence,
12. South 00 degrees 38 minutes 15 seconds East, 372.95 feet to a 1/2 inch iron rod (o) with no cap; thence,
13. Leaving said The Lexington, Phase II and with the northerly property line of Alice Ann Anderson of record in Deed Book 7543, Page 913, R.O.D.C., Tennessee South 89 degrees 10 minutes 31 seconds West, 384.16 feet to an iron rod (o) with cap stamped #3050, the easterly right-of-way line of Old Hickory Boulevard; thence,
14. With said right-of-way line, North 26 degrees 22 minutes 33 seconds West, 17.48 feet to a state right-of-way monument (o); thence,
15. North 04 degrees 36 minutes 06 seconds West, 96.88 feet to a state right-of-way monument (o); thence,
16. North 38 degrees 09 minutes 34 seconds West, 113.36 feet to an iron rod (o) with cap stamped #3050; thence,
17. With a 1392.39-foot radius curve to the right, for an arc length of 588.84 feet, an interior angle of 24 degrees 13 minutes 49 seconds and a chord bearing and distance of North 07 degrees 45 minutes 31 seconds East, 584.46 feet to an iron rod (n) with cap stamped Ragan-Smith & Associates; thence,
18. North 22 degrees 09 minutes 04 seconds East, 158.48 feet to an inch iron rod (n) with cap stamped Ragan-Smith & Associates; thence,
19. North 22 degrees 55 minutes 30 seconds East, 599.58 feet to an iron rod (n) with cap stamped Ragan-Smith & Associates; thence,
20. North 22 degrees 01 minutes 00 seconds East, 41.34 feet to an iron rod (n) with cap stamped Ragan-Smith & Associates; thence,
21. South 67 degrees 21 minutes 22 seconds East, 3.00 feet to an iron rod (n) with cap stamped Ragan-Smith & Associates; thence,
22. North 22 degrees 39 minutes 15 seconds East, 10.00 feet to an iron rod (n) with cap stamped Ragan-Smith & Associates; thence,
23. North 67 degrees 21 minutes 22 seconds West, 3.00 feet to an iron rod (n) with cap stamped Ragan-Smith & Associates; thence,
24. North 22 degrees 01 minutes 00 seconds East, 105.39 feet to an iron rod (n) with cap stamped Ragan-Smith & Associates; thence,
25. With a 1677.02-foot radius curve to the left, for an arc length of 27.30 feet, an interior angle of 00 degrees 55 minutes 58 seconds and a chord bearing and distance of North 19 degrees 51 minutes 50 seconds East, 27.30 feet to the Point of Beginning and containing 947,518 square feet or 21.75 acres, more or less.

Being the same property conveyed to HG Lexington, LLC, a Virginia limited liability company, an undivided 25% interest and Lexington Gardens Associates, LLC, a Delaware limited liability company, an undivided 75% interest, as tenants in common, by Special Warranty Deed recorded as Instrument No. 20050819-0099136 and by Quitclaim Deed recorded as Instrument No. 20050819-0099138, both in the Register's Office for Davidson County, Tennessee.

THE DUNHILL PROPERTY - Tax Map and Parcel Nos. 128-04-0A-9.00-CO, 128-04-0A-010.00-CO and 128-04-0A-011.00-CO

Three tracts of land located in the 2nd Civil District of Metropolitan Nashville and Davidson County, Tennessee, being more particularly described as follows:

Tract I (Water Booster Station)

Being Lot 2 on the Final Plat Phase One The Lexington (Formerly Williamsburg Village) of record in Plat Book 7900, Page 895, Register's Office for Davidson County (R.O.D.C.) and being more particularly described as follows:

Beginning at a southeasterly corner of Lot I on the abovementioned Final Plat of The Lexington in the westerly boundary of the Final Plat Phase II and Ill The Lexington, of record in Plat Book 9700, Page 404, R.O.D.C.;

Thence South 00 deg. 44' 01" East, 100.00 feet;

Thence northwesterly with a curve to the right 109.77 feet, said curve having a radius of 466.84 feet, a central angle of 13 deg. 28' 20" and a chord of 109.52 feet at North 77 deg. 43'34" West;

Thence North 18 deg. 46' 58" East, 79.94 feet; Thence North 89 deg. 15' 59" East, 80,00 feet to the beginning.

Containing 0.197 acre, more or less.

Tract 2

Being Phase II on the Final Plat Phase II and Ill The Lexington (Formerly Williamsburg Village) of record in Plat Book 9700, Page 404, Register's Office for Davidson County (R.O.D.C.) and being more particularly described as follows:

Beginning in the southerly boundary of Mary C. Lewis Property of record in Deed Book 10316, Page 788, R.O.D.C. at a northeasterly corner of Lot I on the Final Plat Phase One The Lexington (Formerly Williamsburg Village) of record in Plat Book 7900, Page 895, R.O.D.C.

Thence with said southerly boundary as follows:

South 89 deg. 53' 53" East, 187.79 feet; North 86 deg. 48' 26" East, 424.35 feet to a southeasterly corner of Dorothy I. Tolbert Property of record in Deed Book 7744, Page 10, R.O.D.C.; Thence South 19 deg. 25' 08" West, 1,633.55 feet to the northerly boundary of Phase VI on the Phase V Final Plat Williamsburg Village, of record in Plat Book 6250, Page 437, R.O.D.C.; Thence South 89 deg. 15' 59" West, 639.99 feet to a southeasterly corner of the aforementioned Lot 1 Phase One The Lexington;

Thence with the easterly boundary of said Lot I as follows:

North 00 deg. 44' 01" West, 373.00 feet; North 89 deg. 15' 59" East, 234.00 feet; North 00 deg. 44' 01" West, 522.00 feet; Thence North 40 deg. 32' 36" East 536.36 feet; Thence North 00 deg. 06' 07" East 220.00 feet to the beginning.

Containing 22.483 acres, more or less. The total of 22.483 acres includes 0.930 acre of non- exclusive public ingress/egress and public utilities and drainage easement shown as Private Drive "B" on the aforementioned Final Plat Phase 11 and III The Lexington.

Tract 3

Being Phase III on the plan of Final Plat Phase II and III The Lexington (Formerly Williamsburg Village) of record in Plat Book 9700, Page 404, Register's Office for Davidson County (R.O.D.C.) and being more particularly described as follows:

Beginning near the southerly terminus of Tolbert Road at a southeasterly corner of Dorothy I. Tolbert Property of record in Deed Book 7744, Page 10, R.O.D.C.

Thence with the easterly boundary of said Tolbert Property as follows:

North 01 deg. 30' 19" East, 318.33 feet to an iron rod; North 01 deg. 06' 16" West, 335.06 feet to an interior corner of Lot 2 on the final plat of James Tolbert Subdivision of record in Plat Book 5190, Page 516, R.O.D.C.;

Thence with the southerly boundary of said Lot 2 North 87 deg. 26' 37" East, 590.00 feet;

Thence South 02 deg. 33' 23" East, 1,140.00 feet;

Thence South 18 deg. 30' 21" West, 878.00 feet;

Thence South 54 deg. 54' 11" West, 420.00 feet;

Thence South 89 deg. 15' 59" West, 563.00 feet;

Thence North 19 deg. 25' 08" East, 1,633.55 feet to the beginning.

Containing 36.110 acres, more or less. The total of 36.110 acres includes 0.971 acre of nonexclusive public ingress/egress and public utilities and drainage easement shown as Private Drive "B" on the aforementioned Final Plat Phase II and III The Lexington.

TOGETHER WITH:

(i) Non-exclusive easement for ingress and egress upon, over and through Private Drive "A" as shown on the Plan filed of record in Book 7900, page 895 in the Register's Office for Davidson County, Tennessee, and as referenced in the instrument filed of record in Deed Book 10186, page 464.

(ii) A non-exclusive easement for ingress and egress upon, over and through Private Drive "B" as shown on the Plan filed of record in Book 7900, page 895, in the Register's Office for Davidson County, Tennessee and as described in the instrument filed of record in Deed Book 9530, page 388, in said Register's Office, as affected by instrument filed of record in Deed Book 10268, page 418 in said Register's Office.

(iii) Those non-exclusive easements for public utilities, drainage and water lines as shown on Plan filed of record in Book 7900, page 895, in the Register's Office for Davidson County, Tennessee and on the Plan filed of record in Book 9700, page 404, in the Register's Office for Davidson County, Tennessee.

(iv) Those non-exclusive easements for the purpose of access to and installing and maintaining pipes and lines for transmission of water from a water storage facility as described in the Declaration of Covenants, Conditions and Restrictions and Reciprocal Easement Agreement filed of record in Book 10268, page 418, in the Register's Office for Davidson County, Tennessee.

(v) Those non-exclusive easements for the purpose of installing and maintaining signs as described in the Sign Easement Agreement filed of record in Book 10300, page 584, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to HG Lexington, LLC, a Virginia limited liability company, an undivided 25% interest and Lexington Gardens Associates, LLC, a Delaware limited liability company, an undivided 75% interest, as tenants in common, by Special Warranty Deed recorded as Instrument No. 20050819-0099137 and by Quitclaim Deed recorded as Instrument No. 20050819-00099139, in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Taxes for the year 2008, a lien, which are not yet due and payable. Tax Parcel No. 128-4-A/8.CO, 128-4-A/9/CO, 128-4-A/10.CO, 128-4-A/11CO
2. 72' private road and public utilities and drainage easements described in Easement and Maintenance Agreement of record in Book 9530, page 388, and as shown on that certain survey prepared by Kenneth D. Church with Gresham, Smith and Partners, dated January 30, 2008, as amended by Declaration of Covenants, Conditions and Restriction and Reciprocal Easement Agreement, of record in Book 10268, page 418 in the Register's Office for Davidson County, Tennessee.
3. Easement to Interactive Cable System, Inc. of record in Book 9983, page 154, page 157, and page 160, said Register's Office.
4. Terms and conditions for access to and use of water supply described in Declaration of Covenants, Conditions, and Restrictions and Reciprocal Easement Agreement of record in Book 10268, page 418, said Register's Office and as shown on that certain survey prepared by Kenneth D. Church with Gresham, Smith and Partners, dated January 30, 2008.
5. Maintenance obligation and access easement in Storm Water Detention Agreement of record in Book 9464, page 676 and Book 10415, page 921, said Register's Office, relating to that certain Detention Pond shown on that and as shown on that certain survey prepared by Kenneth D. Church with Gresham, Smith and Partners, dated January 30, 2008.
6. Easement for drainage facility granted to the State of Tennessee of record in Book 7874, page 751, said Register's Office and as shown on that certain survey prepared by Kenneth D. Church with Gresham, Smith and Partners, dated January 30, 2008.
7. Easement for electric power transmission and distribution lines of record in Book 3762, page 350, said Register's Office and as shown on that certain survey prepared by Kenneth D. Church with Gresham, Smith and Partners, dated January 30, 2008.
8. Storm Water Detention Agreement of record in Book 10415, page 921, said Register's Office and as shown on that certain survey prepared by Kenneth D. Church with Gresham, Smith and Partners, dated January 30, 2008.
9. The following matters as shown on plat of record in Plat Book 7900, page 895:

   (a) 20' sewer easement;
   (b) 20' public utility easements;
   (c) Scenic Boulevard public utilities and drainage easement;
   (d) 10' public utility easement; and
   (e) Anchor easements;
   and as shown on that certain survey prepared by Kenneth D. Church with Gresham, Smith and Partners, dated January 30, 2008.