Address New Owner:	Map-Parcel Numbers	Send Tax Bills To:
Marketplace 2009 LP c/o Monroe Investment Partners LLC 30 West Monroe Street, Suite 1000 Chicago, IL 60603 Attn: Donald J. Allen	Map 102, Parcel 083.00 Map 102, Parcel 084.00 Map 102, Parcel 086.00	New Owner

This instrument prepared by:

Jeffrey J. Wild, Esq.
Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, OH 44114

BILL GARRETT, Davidson County
Trans:T20090037178 DEEDWARR
Recvd: 06/04/09 11:16 6 pgs
Fees:33.00 Taxes:53095.00
20090604-0051714

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DDR MDT NASHVILLE MARKETPLACE LLC, a Delaware limited liability company (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to MARKETPLACE 2009 LP, a Tennessee limited partnership (the "Grantee"), its successors and assigns, that certain tract or parcel of land in Davidson County, State of Tennessee, being more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property").

This is improved property, known as The Marketplace, Charlotte Pike (US 70), Nashville, Tennessee.

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

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property, and that the Property is unencumbered except for the encumbrances set forth on Exhibit "B" attached hereto and made a part hereof.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under, the Grantor but no further or otherwise.

By acceptance of this Deed, the Grantee, on behalf of itself and all future owners and occupants of the Property, hereby waives and releases the Grantor from any claims for recovery

of costs associated with conduct of any voluntary action or any remedial responses, corrective action or closure under any applicable federal, state or local environmental laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 1st day of ~~May~~ June, 2009.

DDR MDT NASHVILLE MARKETPLACE LLC,
a Delaware limited liability company

By DDR Macquarie Bison Holdings LLC
Its Managing Member

By DDR Macquarie Fund LLC
Its Managing Member

By Macquarie DDR Management LLC
Its Managing Member

By DDR MDT Holdings II Trust
Its Managing Member

By: _____
Printed Name: Daniel E. Branigan
Title: Vice President

STATE OF OHIO

COUNTY OF CUYAHOGA

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, Daniel E. Branigan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Vice President of DDR MDT Holdings II Trust, the Managing Member of Macquarie DDR Management LLC, the Managing Member of DDR Macquarie Fund LLC, the Managing Member of DDR Macquarie Bison Holdings LLC, the Managing Member of DDR MDT NASHVILLE MARKETPLACE LLC, a Delaware limited liability company, the within named bargainor, and that he/she as such Vice President, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

Witness my hand and official seal at Beachwood, Ohio, this 27th day of May, 2009.

Leann T. Webber
Notary Public

My Commission Expires: March 1, 2014

(Affix Seal)

NOTARIAL SEAL STATE OF OHIO

LEANN T. WEBBER
Notary Public, State of Ohio
County of Residence: Summit
My Commission Expires
March 1, 2014

STATE OF Illinois

COUNTY OF Cook

The actual consideration or value, whichever is greater, for this transfer is $14,350,000.00.

Affiant

Subscribed and sworn to before me this 28th day of May, 2009.

Notary Public

My Commission Expires: 8/3/2011

(Affix Seal)

OFFICIAL SEAL
DEVIN MC COMB
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8-3-2011

EXHIBIT "A"
LEGAL DESCRIPTION

Lying in Davidson County, Tennessee, being Lots 1, 6 and 8 on the plan of The Marketplace of record in Instrument No. 20000907-0088376 and Instrument No. 20010515-0050282, Register's Office of Davidson County, Tennessee.

TOGETHER WITH the easements benefiting the land as set out in the Easements with Covenants and Restrictions Affecting Land of record in Book 11214, page 793, Register's Office of Davidson County, Tennessee, and the Supplementary Declaration of Restrictive Covenants and Easements of record in Book 11249, page 898, said Register's Office, as amended by First Amendment to Supplementary Declaration of Restrictive Covenants and Easements, of record in Book 11258, page 554, said Register's Office, as further amended by Second Amendment to Supplementary Declaration of Restrictive Covenants and Easements of record in Book 11696, page 893, said Register's Office, all as modified by the Consolidated Amended and Restated Easements with Covenants and Restrictions Affecting Land of record in Instrument No.. 20010907-0097402, said Register's Office, as amended by First Amendment to Consolidated, Amended and Restated Easements with Covenants and Restrictions Affecting Land of record in Instrument No. 20031021-0155457, said Register's Office; and as amended by Second Amendment to Consolidated, Amended and Restated Easements With Covenants and Restrictions Affecting Land, of record as Instrument No. 20040511-0053649, of said Register's Office.

AND TOGETHER WITH the easements benefiting the land set out in the Access and Drainage Easement Agreement of record in Instrument No. 20021024-0130487 and 20030113-0005133, of said Register's Office.

Being the same property conveyed to DDR MDT Nashville Marketplace LLC, by deed from JDN Realty Corporation, a Maryland corporation, recorded on June 14, 2004, as Instrument No. 20040614-0069719, Register's Office of Davidson County, Tennessee.

EXHIBIT "B"

1. All real estate taxes and assessments, both general and special, not yet due and payable.

2. Declarations, conditions, covenants, restrictions, easements, rights of way and other similar matters of record, including, without limitation, those items shown on the subdivision plat of the Property, if any.

3. Zoning and building ordinances.

4. Those matters disclosed by Survey prepared by John Coke Smith III dated February 5, 2009, last revised May 14, 2009, Job Number 0205093A and Project Number 04200430.

5. The rights of tenants in possession as tenants only.