Prepared by:
Thomas P. Hockman
Schelle Bray Aycock Abel & Livingston PLLC
1500 Renaissance Plaza
230 North Elm Street
Greensboro, NC 27401

BILL GARRETT, Davidson County
Trans:T20100065519 DEEDWARRSP
Recvd: 10/15/10 12:21 4 pgs
Fees:23.00 Taxes:21460.00
20101015-0082770

AFFIDAVIT OF SCRIVENER'S ERROR – SPECIAL WARRANTY DEED

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, Thomas P. Hockman, being duly sworn, depose and say: I submit this affidavit regarding a matter affecting title to real property described below, and I have actual knowledge of the facts stated herein.

1. I submit this Affidavit regarding the parcel of property (the "Property") located in Davidson County, Tennessee, and described more fully on Exhibit A attached hereto.

2. **CENTENNIAL HILLSBORO VILLAGE, LLC**, a Delaware limited liability company, (the "Grantor") executed that certain Special Warranty Deed to **BELL BR HILLSBORO VILLAGE JV, LLC**, a Delaware limited liability company ("Grantee") dated September 30, 2010 (the "Deed"). The original Deed was recorded in the Register's Office for Davidson County as Document **#20101001-0078477**. A copy of page 1 of the Deed is attached hereto as Exhibit B for indexing purposes.

3. The affidavit of consideration on the Deed ***inaccurately*** reflects the actual consideration or value, whichever is greater, for the transaction in connection with the Deed as **$25,800,000.00**. The correct actual consideration or value, whichever is greater, for the transaction in connection with the Deed is **$31,600,000.00**. This error was unintentional.

4. This Affidavit is being executed and recorded to correct the scrivener's error and to evidence the intent of the Grantor and Grantee that the Deed accurately reflects the amount of consideration as **$31,600,000.00**, and also to ensure the payment of the proper amount of Recording Taxes. Taxes in the amount of **$95,460.00** were paid upon the recordation of the Deed, reflecting taxes due on **$25,800,000.00** of consideration. Taxes in the amount of **$116,920.00 should have been due** at the time the Deed was recorded, reflecting the **$31,600,000.00** of consideration. Additional taxes in the amount of **$21,632.00** are therefore due in connection with this Affidavit. Therefore, the total Taxes paid in connection with the Deed are **$116,920.00**, reflecting the amount of consideration as **$31,600,000.00**.

This affidavit is made of my personal knowledge to correct the error above described.

Executed this 13th day of October, 2010.

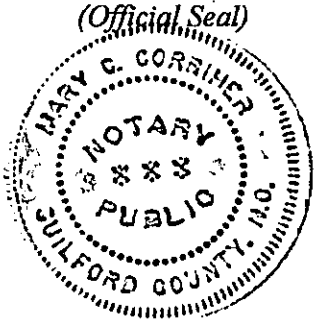
Thomas P. Hockman

Guilford County, North Carolina

Signed and sworn to before me this day by *Thomas P. Hockman.*

Date: 10/13, 2010

(Official Seal)



Mary C. Corriher
Official Signature of Notary

Mary C. Corriher, Notary Public
Printed or typed name

My commission expires: 2/26/2012

EXHIBIT A

LEGAL DESCRIPTION

Being a parcel of land in the first civil district of Nashville, Davidson County, Tennessee, located in the southwest quadrant of the intersection of Twenty-First Avenue South and Portland Avenue being property shown on P.U.D. & Boundary Plat Of Post Hillsboro Village of record in Plat Book 9700, Page 342, R.O.D.C. and Lot No. 3 as shown on Resubdivision of Lots 2, 3 and 4 of Saint Bernards Subdivision of record in Plat Book 9700, Page 271, R.O.D.C. and being of more particularly described as follows:

BEGINNING at an iron pin at the South end of the return of the intersection of the westerly margin of Twenty-First Avenue South and the Southerly margin of Portland Avenue;

Thence, with said Westerly margin, South 04 degrees 30'11" West, 451.46 feet to a point;

Thence, leaving Twenty-First Avenue South, with the Northerly line of a joint users ingress-egress easement, being Lot No. 2 of above referenced Plat Book 9700, Page 271, R.O.D.C., the following calls:

North 82 degrees 41'16" West, 105.00 feet to a point.
North 89 degrees 52'22" West, 59.89 feet to a point.
North 82 degrees 41'16" West, 522.89 feet to a point at the Southwest corner of Lot No. 3;

Thence, with the Westerly line of Lot No. 3, North 07 degrees 05'06" East, 151.14 feet to a point in the Southerly margin of a public unnamed right-of-way;

Thence, with said Southerly margin, South 82 degrees 42'31" East, 259.93 feet to a point;

Thence, with the Easterly margin of Calhoun Avenue, North 06 degrees 23'21" East, 323.45 feet to a point in the Southerly margin of Portland Avenue;

Thence, with said Southerly margin, South 83 degrees 48'26" East, 385.68 feet to a point,

Thence, with a curve concave to the South having a central angle of 88 degrees 18'37", a radius of 25.00 feet and a chord of South 39 degrees 39'07" East, 34.83 feet, for an arc length of 38.53 feet to the Point of Beginning containing 238,387 square feet or 5.47 acres, more or less.

Together with all rights appurtenant thereto as set forth in Book 9489, Page 106 and as set forth on plat recorded in Book 7900, Page 814; and all rights appurtenant thereto as set forth in Book 10254, Page 807, R.O.D.C.

Being the same property conveyed to Centennial Hillsboro Village, LLC, a Delaware limited liability company, by Special Warranty Deed of record in Instrument No. 20090629-0060135, Register's Office for Davidson County, Tennessee.

EXHIBIT B



BILL GARRETT, Davidson County
Trans:T20100062067 DEEDWARRSP
Recvd: 10/01/10 12:31 4 pgs
Fees:23.00 Taxes:95460.00
[redacted]
20101001-0078477

Lou Anne Menz
Notary Public
My Commission Expires: 12-9-2012

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSACTION IS $25,800,000.00

Affiant

Address of New Owner:	Send Tax Bills to:	Map-Parcel Number
Bell BR Hillsboro Village JV, LLC 300 North Greene Street, Suite 1100 Greensboro, North Carolina 27401	Bell BR Hillsboro Village JV, LLC 300 North Greene Street, Suite 1100 Greensboro, North Carolina 27401	Map Parcel Nos.: 104-120-356.00 and 104-120-073.00
After recording return to: This instrument prepared by: Richard A. Fishman, Esq., Burr & Forman LLP 171 17th Street, N.W., Suite 1100 Atlanta, Georgia 30363		

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, **CENTENNIAL HILLSBORO VILLAGE, LLC**, a Delaware limited liability company (the "Grantor") has bargained and sold, and hereby transfers and conveys to **BELL BR HILLSBORO VILLAGE JV, LLC**, a Delaware limited liability company, ("Grantee"), their respective heirs, legal representatives, successors and assigns, certain land in the First Civil District, Davidson County, Tennessee, being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to Grantee, their respective heirs, legal representatives, successors and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those matters appearing in Exhibit "B" attached hereto and incorporated herein by this reference.

Grantor further covenants to warrant and forever defend the title to the Property to Grantee, their respective heirs, legal representatives, successors and assigns against the lawful claims of all persons claiming by, through or under Grantor but no further or otherwise.