Prepared by:
Yvette Mabbun, Esq.
Quilling, Selander, Lownds, Winslett & Moser, PC
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
File No. 3389.0202

NEW OWNER/SEND TAX BILL:
PE Highlands, GP
c/o Douglas R. Martin
4646 Nolensville Pike
Nashville, Tennessee 37211

MIP 147-8-35

After recording return to:
Frank Rudy, Jr., Esq.
Rudy Commercial Title & Escrow, Inc.
1812 Broadway
Nashville, Tennessee 37203

BILL GARRETT, Davidson County
Trans:T20110004747 DEEDWARRSP
Recvd: 01/24/11 15:54 8 pgs
Fees:43.00 Taxes:15540.00
20110124-0006689

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DAVIDSON §

4646 Nolensville Pike Holdings, LLC, a Maryland limited liability company (**"Grantor"**), whose mailing address is c/o CWCapital Asset Management 7501 Wisconsin Avenue, Suite 500, West, Bethesda, Maryland 20814, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto **PE Highlands, GP**, a Tennessee general partnership, having an address at 4646 Nolensville Pike, Nashville, Tennessee 37211 (**"Grantee"**), the following described property:

(i) That certain real property in Davidson County, Tennessee, which is described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land");

(ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "Improvements"); and

(iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land, and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "Appurtenances").

The Land, Improvements and Appurtenances are collectively referred to herein as the "Property".

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this

conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters listed on Exhibit B attached hereto and incorporated herein by reference and affecting the Property; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED AND REPRESENTATIONS, COVENANTS AND WARRANTIES CONTAINED IN THE PURCHASE AGREEMENT OR IN CLOSING DOCUMENTS THEREUNDER) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

[SIGNATURE PAGE FOLLOWS]

EXECUTED AND DELIVERED the ____ day of January, 2011.

GRANTOR:

4646 Nolensville Pike Holdings, LLC,
a Maryland limited liability company

By: Bank of America, N.A. as successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-CG2, its sole member/manager

By: CWCapital Asset Management LLC, a Massachusetts limited liability company, solely in its capacity as Special Servicer to the Trust

By: _____
Michael Greenblatt, Senior Vice President

STATE OF MARYLAND §

COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Michael Greenblatt, the Senior Vice President of CWCapital Asset Management LLC, the special servicer to Bank of America, N.A. as successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-CG2, the manager of 4646 Nolensville Pike Holdings, LLC, a Maryland limited liability company, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that same was executed for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of January 2011.

Notary Public, State of Maryland
My commission expires: 11/30/2014

SHERENEE D. GRIFFIN NOTARY PUBLIC MY COMMISSION EXPIRES 11/30/2014 MONTGOMERY COUNTY, MD

My Commission Expires 11/30/2014

TRANSFER TAX AFFIDAVIT

STATE OF MARYLAND §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF MONTGOMERY §

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is **Four Million Two Hundred Thousand and NO/100 Dollars ($4,200,000.00)**, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

GRANTOR:

4646 Nolensville Pike Holdings, LLC,
a Maryland limited liability company

By: Bank of America, N.A. as successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-CG2, its sole member/manager

By: CWCapital Asset Management LLC, a Massachusetts limited liability company, solely in its capacity as Special Servicer to the Trust

By: _____
Michael Greenblatt, Senior Vice President

STATE OF MARYLAND §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Michael Greenblatt, Senior Vice President of CWCapital Asset Management LLC, the Special Servicer to Bank of America, N.A. as successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of DLJ Commercial Mortgage Corp., Commercial Mortgage Pass-Through Certificates, Series 1999-CG2, the Manager of 4646 Nolensville Pike Holdings, LLC, a Maryland limited liability company, known to me to be the person whose name is sworn to and subscribed to before me this 20 day of January, 2011.

SHEREMEE D. GRIFFIN NOTARY PUBLIC MONTGOMERY COUNTY, MD MY COMMISSION EXPIRES 11/30/2014

_____
Notary Public, State of Maryland
My commission expires: 11/30/14

My Commission Expires 11/30/2014

EXHIBIT A

LEGAL DESCRIPTION

Tract I

A tract of land in the 1st (formerly the 5th) Civil District of Davidson County, Tennessee being a combination of The Highlands apartment complex and a 50-ft. access right-of-way from The Highlands apartment complex to Nolensville Road and being more fully described as follows:

Beginning at an iron pin which is North 3°53'06" East a distance of 60.7' from a concrete monument in the southwest corner of the herein described tract, said corner being the same southwest corner of a tract of land "Reserved for Future Development" on the recorded plan of Beverly Heights, Section One, in Book 2331, Page 26, R.O.D.C. and proceeding as follows:

1. With the westerly boundary of the "Reserved for Future Development" tract, North 3°53'06" East a distance of 357.3' to a corner post; thence,

2. Leaving said "Reserved for Future Development" tract, North 85°00'24" West a distance of 436.82' to an iron pin; thence,

3. North 4°40'37" East a distance of 213.07' to an iron pin; thence,

4. South 87°11'40" East a distance of 70.85' to a corner post; thence,

5. North 0°38'21" East a distance of 313.13' to an iron pin, the northwest corner of the herein described tract; thence,

6. South 89°21'39" East a distance of 415.00' to an iron pin; thence,

7. North 71°10'54" East a distance of 129.87' to an iron pin; thence,

8. South 22°13'00" East a distance of 100.00' to an iron pin; thence,

9. North 73°38'00" East a distance of 170.00' to an iron pin, the northeast corner of the herein described tract and the westerly boundary of Beverly Heights, Section One, as of record in Book 2331, Page 26, R.O.D.C., Tennessee; thence,

10. South 3°02'15" East a distance of 326.65' to a concrete monument; thence,

11. South 30°44'00" West a distance of 132.64' to a concrete monument; thence,

12. South 1°14'22" East a distance of 507.20' to a concrete monument; thence,

13. South 86°40' 01" West a distance of 384.76' to a concrete monument in a southwest corner of the herein described tract, said corner being the same southwest corner of a tract of land "Reserved for Future Development" on the recorded plan of Beverly Heights, Section One, Book 2331, Page 26, R.O.D.C.; thence,

14. South 59°20'31" West a distance of 236.35' to an iron pin; thence,

15. With a curve to the left, said curve having a radius of 319.13', an angle of 40°44', a length of 226.88', a tangent of 118.47', a chord distance of 22.13 and a chord bearing of S38°58'31" West to an iron pin, thence,

16. South 18°36'31" West a distance of 33.15' to an iron pin; thence,

17. With a curve to the left, said curve having a radius of 25.0', an angel of 70°33'13", a length of 30.78', a tangent of 17.69', a chord distance of 28.87' and a chord bearing of S16°40'02" East to an iron pin, in the north easterly margin of Nolensville Road, said iron pin being in a northwesterly direction 433.52', more or less from the centerline of Haywood Lane, thence,

18. With the northeasterly margin of Nolensville Road in a northwesterly direction with a curve to the left said curve having a radius of 2679.5, an angle of 1°30'19", a length of 70.39', a tangent of 35.20', a chord distance of 70.39' and a chord bearing of N52°42'05 West to an iron pin, thence,

19. Leaving the northeasterly margin of Nolensville Road, North 18°36'31" East a distance of 34.17' to an iron pin; thence,

20. With a curve to the right, said curve having a radius of 369.13', an angle of 40°44', a length of 262.42', a tangent of 137.03', a chord distance of 256.92' and a chord bearing of N38°58'31" East to an iron pin; thence,

21. North 59°20'31" East a distance of 270.77 to an iron pin in the westerly boundary of Phase One as described in Call 1 which is the point of beginning containing 13.621 acres as per survey by Turner Engineering Company dated April 13, 1971.

With the above described tract there is a 20' easement for egress and ingress to Haywood Lane, that is 20' East of and parallel with the west property line of Lot One, Beverly Heights, Section One, as of record in Book 2331, Page 26, R.O.D.C.

Tract II

A tract of land located in the First Civil District of Davidson County, Tennessee and being Lot 2 of a resubdivision of Lot 28, Beverly Heights, Section 4 and recorded in Book 9700, Page 131, R.O.D.C. and being more fully described as follows:

Beginning at an iron pin in the northwest corner of Wales Drive, said pin being in the east line of The Highlands Apartments property and proceeding as follows:

1. South 73°50'43" West (original call South 73 degrees 38' East) a distance of 136.79' to an iron pin, thence

2. North 18°55' West a distance of 85.48' to an iron pin, thence,

3. North 63°55'20" West a distance of 19.09' to an iron pin, thence,

4. North 71°05' East a distance of 88.95' to an iron pin, thence,

5. South 49° 00'40" East a distance of 122.02' to the Point of Beginning containing 0.248 acres more or less.

EXHIBIT A

Being the same property conveyed to D.S. Highland, Inc. by Deed of record in Book 11433, Page 708, Register's Office for Davidson County, Tennessee. 4646 Nolensville Pike Holdings LLC success and interest for DS Highland Inc.

EXHIBIT A

EXHIBIT B

PERMITTED EXCEPTIONS

1. County of Davidson taxes for the year 2011 and thereafter, not yet due and payable.

2. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.

3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat recorded in Plat Book 2331, Page(s) 26 (Beverly Heights, Section One), Plat Book 5200, Page 263 (Beverly Heights, Section 4) and Plat Book 9700, Page 131 (Resubdivision of Lot 28, Beverly Heights), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

4. Easement for Right of Way/Ingress-Egress, recorded in Instrument No. 20091214-0113874.