Address New Owner:	Map-Parcel Number:	Send Tax Bills To:
c/o The Taubman Company 200 East Long Lake Road Bloomfield Hills, MI 48304	117-14-55 117-10-141 117-14-174	Green Hills Mall TRG LLC Taubman Co. Real Estate Tax P.O. Box 200 Bloomfield Hills, MI 48304
This instrument prepared by: Edwards Wildman Palmer LLP, 225 West Wacker Street, Suite 2800, Chicago, Illinois 60606		

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 all of which are hereby acknowledged, Davis Street Land Company of Tennessee, L.L.C., a Delaware limited liability company, not personally, but solely as Trustee of the Green Hills Mall Trust (the "Grantor") has bargained and sold, and by these presents transfers and conveys to Green Hills Mall TRG LLC, a Delaware limited liability company (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all improvements, buildings, structures, privileges and rights appurtenant thereto and all appurtenances, tenements, hereditaments, privileges and easements thereunto belonging or appurtenant thereto (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to, and only to, those matters listed on Exhibit B, attached hereto and incorporated herein by reference (the "Permitted Exceptions").

This is improved property located at 2126 Abbott Martin Road, Nashville, Davidson County, Tennessee.

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

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

This document may be executed in multiple counterparts which shall together constitute a single document.

BILL GARRETT, Davidson County
Trans:T20110082344 DEEDWARRSP
Recvd: 12/29/11 09:54 12 pgs
Fees:63.00 Taxes:1443000.00
20111229-0101687

STATE OF Michigan
COUNTY OF Oakland

The actual consideration or value, whichever is greater, for this transfer is $390,000,000.

Affiant

Subscribed and sworn to before me this 13th day of December, 2011.

STEPHANIE M DAFOE
Notary Public - Michigan
Oakland County
My Commission Expires Sep 30, 2012
Acting in the County of Oakland

Notary Public
My Commission Expires: 9/30/2012

The above purchase price was allocated between parcels comprising the Green Hills Mall. The transaction also included two additional malls in California. The total overall price paid for the three assets was allocated. The purchase price consisted of partnership interests, assumption of existing debt, and promissory notes. Each of these operating properties has leases in place, contracts, personal property and various intangibles, all of which were conveyed to Buyer. The certification above reflects the gross or full price allocated as the detailed purchase price allocation has not been completed at this time.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of this 21st day of December, 2011.

DAVIS STREET LAND COMPANY OF TENNESSEE, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE OF THE GREEN HILLS MALL TRUST, A TENNESSEE COMMON LAW TRUST

BY: DAVIS STREET LAND COMPANY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

By: _____
Name: Robert Perlmutter
Title: Manager

STATE OF Michigan
COUNTY OF Oakland

I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert Perlmutter, Manager of Davis Street Land Company, L.L.C., a Delaware limited liability company, being the sole member of Davis Street Land Company of Tennessee, L.L.C., a Delaware limited liability company, which is the Trustee of Green Hills Mall Trust, a Tennessee trust, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument on behalf of said company appeared before me this day in person, and acknowledged that he signed, sealed and delivered the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of December, 2011.

_____
Notary Public

My commission expires on 9/30/2012

STEPHANIE M DAFOE
Notary Public - Michigan
Oakland County
My Commission Expires Sep 30, 2012
Acting in the County of Oakland

EXHIBIT A

TRACT I:

Being a parcel of land in Nashville, First Civil District, Twenty-Fifth Councilmanic District, Davidson County, Tennessee, generally located between Crestmoor Road and Abbott Martin Road and between Cleghorn Avenue and Hillsboro Pike being part of property conveyed to Davis Street Land Company of Tennessee, LLC, Trustee, by Instrument No. 200104040032779 , R.O.D.C. and also being Parcels A and C and Green Hills Village Drive shown on the Green Hills Village Subdivision of record in Plat Book 2330, Page 81, R.O.D.C. and parts of Lots 3 through 6 on the map of J. C. Bumford's Subdivision (unrecorded) and part of Lot 12 on the Plan of Andrew Castleman Lands of record in Minute Book J, Page 30, R.O.D.C., and being more particularly described as follows:

Beginning at an iron rod (old) in the northerly right-of-way line of Abbott Martin Road, as widened being the new southwesterly corner of property conveyed to Exxon Corporation by deed of record in Book 7796, Page 48, R.O.D.C.;

THENCE, along said northerly right-of-way line the following calls;

with a curve to the left, 31.96 feet, said curve having a central angle of 05° 32' 55", a radius of 330.05 feet, a tangent of 15.99 feet and a chord of N 88° 20' 00" W 31.95 feet to a chiseled "x";

S 88° 45' 25" W, 33.63 feet to a chiseled "x",
N 88° 14' 00" W, 180.00 feet to an iron rod (old),
N 01° 46' 00" E, 4.00 feet to an iron rod (old),
N 88° 14' 00" W, 470.00 feet to an iron rod (old),
S 18° 45' 00" W, 4.18 feet to an iron rod (old),
N 88° 14' 00" W, 89.60 feet to an iron rod (old) in the southeasterly corner of the Property conveyed to Dillard's of record in Book 9944, Page 51, R.O.D.C.;

THENCE, along the easterly line of said Dillard's the following calls;

N 01° 46' 00" E, 157.22 feet to a chiseled "x",
N 87° 51' 00" W, 50.78 feet,
N 02° 09' 59" E, 254.79 feet to a P.K. nail in the southerly line of property conveyed to Battleship, L.L.C. by deed of record in Book 11495, Page 893, R.O.D.C.;

THENCE, with the property of Battleship, L.L.C. and with property conveyed to Green Hills Commons, L.L.C. by deed of record in Book 10216, Page 69, R.O.D.C. the following calls;

S 87° 53' 00" E, 86.64 feet to a P.K. nail,
N 19° 45' 00" E, 357.14 feet to a chiseled "x",
with a curve to the right, 148.68 feet to an iron pin, said curve having a central

angle of 21° 26' 00", a radius of 397.46 feet, a tangent of 75.22 feet and a chord of N 30° 28' 00" E 147.82 feet;
N 41° 11' 00" E, 160.86 feet to a P.K. nail in the southerly line of property conveyed to Metropolitan Government by deed of record in Book 4027, Page 113, R.O.D.C.;

THENCE, along the southerly line of said Metropolitan Government property and along the southerly line of Green Hills Village Drive, S 87° 45' 00" E, 100.00 feet to a concrete monument;

THENCE, along the southerly line of property conveyed to Green Hills, L.P. by deed of record in Book 9359, Page 655, R.O.D.C. and along the southerly line of Hillsboro Views a subdivision of record in Plat Book 974, Page 64, R.O.D.C., S 87° 37' 20" E, 303.09 feet to an iron rod (old) in the westerly line of the Re-Subdivision of the easterly 75' of Lot 5, Block "B" Hillsboro Views Development Company's Subdivision;

THENCE, with said Re-Subdivision the following calls:
S 02° 22' 40" W, 135.74 feet to an iron rod (old),
S 87° 37' 20" E, 128.82 feet to an iron rod (old),
N 02° 22' 40" E, 135.41 feet to an iron rod (old),

THENCE, along the southerly line of said Hillsboro Views S 87° 37' 20" E, 480.42 feet to a chiseled "x" in the westerly right-of-way line of Hillsboro Pike;

THENCE, along said westerly right-of-way line S 22° 26' 24" W, 467.59 feet to a set iron pin in the northeasterly corner of property conveyed to Third National Bank by deed of record in Book 2143, Page 477, R.O.D.C.;

THENCE, along said Third National Bank property the following calls;

N 87° 47' 00" W, 155.52 feet to an iron rod (old),
S 02° 32' 50" W, 125.00 feet to an iron rod (old),
S 85° 00' 10" E, 108.38 feet to an iron rod (old) in the westerly right-of-way line of Hillsboro Pike;

THENCE, along said right-of-way line, S 22° 26' 24" W, 328.28 feet to a chiseled "x" in the northeasterly corner of property conveyed to Exxon Corporation by deed of record in Book 7796, Page 48, R.O.D.C.;

THENCE, along the northerly line of said Exxon property, N 86° 06' 00" W, 150.00 feet to an iron rod (old);

THENCE, along the westerly line of said Exxon property, S 22° 32' 00" W, 132.76 feet to the point of beginning;

Containing 1,018,031 square feet or 23.37 acres, more or less.

TRACT II:

Being a parcel of land in Nashville, First Civil District, Twenty-fifth Councilmanic District, Davidson County, Tennessee, generally located on the southerly side of Crestmoor Road east of Cleghorn Avenue being part of Lot 11 and the easterly 50 feet of Lot 12, Block B, on the Plan of Hillsboro Views Development Company's Subdivision of record in Book 974, Pages 64 and 65, R.O.D.C. and being more particularly described as follows:

BEGINNING at an iron pin in the southerly line of Lot 12;

THENCE, crossing Lot 12, N. 03 degrees 00 minutes 57 seconds E. 182.71 feet to an iron pin in the southerly right-of-way of Crestmoor Road (60-foot right-of-way);

THENCE, along said southerly right-of-way, S 86 degrees 56 minutes 11 seconds E. 149.78 feet to an iron pin in the northeasterly corner of lot 11;

THENCE, along the easterly line of Lot 11, S. 03 degrees 09 minutes 29 seconds W. 181.14 feet to an iron pin in the southerly line of Lot 11;

THENCE, along said southerly line, N. 87 degrees 32 minutes 17 seconds W. 149.34 feet to the point of beginning.

Containing 27,208 square feet or 0.62 acres, more or less.

TOGETHER WITH

EASEMENT – Parcel 1:

Arising pursuant to Deed of Record in Book 5786, Page 809, Register's Office for Davidson County, Tennessee

An Easement for ingress and egress over and across that portion of Parcel B on the plan of Green Hills Village, as of record in Book 2330, page 81, Register's Office for Davidson County, Tennessee and described as follows:

Beginning at a point in the southerly property line of the South Central Bell property as of record in Book 4389, page 417, R.O.D.C., Tennessee, said point lying in an easterly direction along the said southerly property line of South Central Bell a distance of 565.74 feet, more or less, from the eastern margin of Cleghorn Avenue;
Thence, in an easterly and northerly direction along a curve to the left, having a central angle of 72 degrees 22 minutes and having a radius of 100 feet, for a distance of 126.30 feet, more or less to a point, said point being the end of the curve and lying on the

easterly property line of said South Central Bell property and the west margin of Green Hills Village Drive (now closed by instrument of record in Book 3277, page 81, R.O.D.C., Tennessee).

Thence, with South Central Bell's easterly property line, S. 19 degrees 45 minutes W. for a distance of 73.14 feet, more or less, to a point, said point being the southeast corner of the South Central Bell property;

Thence, along South Central Bell's southerly property line N. 87 degrees 53 minutes W., for a distance of 73.14 feet more or less to the point of beginning.

And

EASEMENT – Parcel 2:

Arising pursuant to Deed of Record in Book 4315, Page 556, Register's Office for Davidson County, Tennessee.

A non-exclusive right to park on the easterly part of Parcel B shown on Green Hills Village Subdivision of record in Book 2330, Page 81, R.O.D.C., and being more particularly described as follows:

Beginning at a point on the easterly line of said South Central Bell property, said point being N. 19 degrees 45 minutes E., 73.14 feet from the southeast corner of said property;

Thence, with said easterly line, N. 19 degrees 45 minutes E., 284.00 feet to a monument;

Thence, with a curve to the right 148.67 feet to a monument, said curve having a radius of 397.46 feet, a central angle of 21 degrees 26 minutes and a tangent distance of 75.22 feet;

Thence N. 41 degrees 11 minutes E., 160.86 feet to a monument, the northeast corner of said property;

Thence, with the northerly line of said property 275 feet (more or less) to the northwest corner;

Thence, with the westerly line 65 feet (more or less) to the point where the northerly curb line (sidewalk) adjacent to and north of the existing South Central Bell building extended to said westerly line intersects;

Thence, in a southeasterly direction with said curb line 140 feet (more or less) to a point in line with the easterly curb line (sidewalk) adjacent to and east of said existing building;

Thence, in a southwesterly direction with said curb line 435 feet (more or less);

Thence, at right angles to said easterly property line 40 feet (more or less) to the point of beginning.

Being the same property conveyed to Davis Street Land Company of Tennessee, L.L.C., a Delaware limited liability company, not personally but solely as Trustee of the Green Hills Mall Trust for record as Instrument No. 20010404-0032779, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS

1. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplement assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment, none of which are due and payable.

2. Taxes for the year 2011 a lien, due and payable, but not delinquent.

3. Easement to City of Nashville of record in Book 2026, page 77, said Register's Office.

   "Perpetual right to enter and to erect, maintain, repair, rebuild, operate and patrol electric power distribution line and communication circuits, including the right to clear said utility easement and keep same clear of brush, timber, inflammable structures and fire hazards.

4. Slope easement of record in Book 4051, page 294, said Register's Office.

5. The rights, covenants and conditions as contained in deed from Green Hills Company, Inc. to Jack M. Bass, Jr., recorded in Book 4315, page 556, said Register's Office.

6. Fifteen foot easement of access for the purpose of maintaining, repairing, etc., certain water mains, of record in Book 3340, page 78, said Register's Office.

7. Two permanent drainage easements granted the Metropolitan Government of record in Book 4031, page 883, said Register's Office.

8. Thirty foot permanent sanitary sewer and/or storm drainage easement of record in Book 3913, page 932, said Register's Office.

9. Easement agreement for parking etc., granted the Junior League of Nashville, of record in Book 5302, page 163, as amended in Book 5894, page 712, as amended and restated by Amended and Restated Easement Agreement of record as Instrument No. 200004170038504, said Register's Office.

10. An Agreement dated August 13, 1981 executed by and between South Central Bell Telephone Company and Intereal Company, a Tennessee corporation, recorded in Book 5786, page 809, said Register's Office.

11. A Reciprocal Easement for ingress, egress and parking dated September 23, 1982, executed by and between Third National Bank and Intereal Company, recorded in Book 5946, page 141, said Register's Office.

12. A 10 foot easement for water mains and appurtenances of record in Book 7405, page 30, said Register's Office.

13. Memorandum of Lease between Green Hills Associates and Carlyle & Co. of Kingsport of record in Book 8848, page 466, said Register's Office.

14. Short Form Lease between Green Hills Associates and Morrison Restaurants, Inc. of record in Book 9474, page 662, said Register's Office.

15. Deed of Parking Easement between Green Hills Associates and The Kroger Company of record in Book 8906, page 160, said Register's Office.

16. Easement of record in Book 8232, page 952, Register's Office for Davidson County, Tennessee.

17. A Bill of Sale and Easement for a 8 inch and 6 inch water main dated June 30, 1960, executed by Green Hills Village, Inc. to Nashville Suburban Utility District of record in Book 3124, page 270, said Register's Office.

18. An Agreement for dedication of easement for water main 10 feet in width, dated September 19, 1974, as quitclaimed to Metropolitan Government of Nashville and Davidson County, recorded in Book 4858, page 385, said Register's Office.

19. Easement 20 feet wide for sanitary sewer granted Metropolitan Government of record in Book 3913, page 936, said Register's Office.

20. Easement for free parking purposes as granted to Harlan Dodson, Trustee of record in Book 4015, page 412, said Register's Office; said easement was further granted to the Metropolitan Government of Nashville by deed of record in Book 4027, page 113, said Register's Office.

21. Reciprocal Easement Agreement between Intereal Company and Alstores Realty Corporation and The Cain Sloan Company, dated July 30, 1982 of record in Book 5939, page 755, said Register's Office.

22. Memorandum of Lease, by and between, Davis Street Land Company of Tennessee, L.L.C, a Delaware limited liability company and The May Department Stores Company, a New York corporation, dated December 4, 2003, recorded as Instrument No. 20031219-0181295, Register's Office of Davidson County, Tennessee.

23. Memorandum of Lease, by and between, Davis Street Land Company of Tennessee, L.L.C, a Delaware limited liability company, not personally but solely as trustee of the Green Hills Mall Trust and The Cheesecake Factory Restaurants, Inc., a California corporation dated September 10, 2004, recorded as Instrument No. 20041222-0152275, Register's Office of Davidson County, Tennessee.

24. Memorandum of Lease, by and between Davis Street Land Company of Tennessee, L.L.C, a Delaware limited liability company, not personally, but solely as Trustee of the Green Hills Mall Trust and Nordstrom, Inc., a Washington corporation, dated March 10, 2009, recorded on August 21, 2009, as Instrument No. 20090821-0078908, as amended by First Amendment to Memorandum of Lease of record in Instrument No. 20100818-0065207, Register's Office of Davidson County, Tennessee.

25. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage Water Mains, Pump And Appurtenances, recorded on August 6, 2008, as Instrument No. 20090806-0073990, Register's Office of Davidson County, Tennessee.

26. Inspection And Maintenance Agreement For Private Stormwater Management Facilities, recorded on August 6, 2009, as Instrument No. 20090806-0073954, Register's Office of Davidson County, Tennessee.

27. Memorandum of Lease by and between Davis Street Land Company of Tennessee, LLC, Lessor, and The Container Store, Inc., Lessee, dated April 21, 2011, of record as Instrument # 20110603-0042821, Register's Office for Davidson County, Tennessee; and terms and provisions of the underlying subject lease.

28. Easement granted Metropolitan Government of Nashville and Davidson County of record in Instrument Number 20100617-0047194, in the Register's Office for Davidson County, Tennessee.

29. Grant of Water Facilities Utility Easement to Nordstrom Lease Agreement of record in Instrument Number 20100517-0037762, in the Register's Office for Davidson County, Tennessee.

30. Exception to Easement of record in Instrument Number 20030228-0026951, in the Register's Office for Davidson County, Tennessee.

31. Stormwater Detention Agreement of record in Instrument Number 20021220-0157714, in the Register's Office for Davidson County, Tennessee.

32. The following matters shown on survey prepared by Barge, Waggoner, Sumner & Cannon, Inc. dated April 21, 2009, last revised December 13, 2011, Job No. 33923-11:

    a. Utility facilities as shown on the Survey;
    b. Setback lines as shown on the Survey;
    c. Encroachment of 10' utility easement in Book 7405, page 30, R.O.D.C. along the eastern boundary of the insured property and lying under the parking structure in the southeast portion of the insured property;
    d. Encroachment of parking spaces along the southern line of property of Metro Government (Green Hill Branch Library) (Book 4027, page 113)
    e. Encroachment of stone wall along northern boundary of the insured property near Green Hills Village Drive;
    f. Encroachment of 24" stone wall along northern boundary of the insured property over the lot along Hillsboro Pike immediately to the north of the insured property.
    g. Possible widening of 14 feet as per the major thorough fare plan.

33. Deed of Trust, Security Agreement and Fixture Filing, by Davis Street Land Company of Tennessee, L.L.C., a Delaware limited liability company, as Trustee of The Green Hills Mall Trust, a Tennessee common law trust and Metropolitan Life Insurance Company, a New York Corporation and MetLife Bank, N.A., a national banking association, dated May 26, 2005, recorded on May 26, 2005 as Instrument No. 20050526-0059711, Register's Office of Davidson County, Tennessee, securing the amount of $100,000,000.00; as amended by First Amendment to Deed of Trust, Security Agreement and Fixture Filing and Loan Documents, dated December 14, 2005, recorded December 14, 2005, as Instrument No. 20051214-0150351, of said Register's Office; and Amended and Restated Deed of Trust, Security Agreement and Fixture Filing, dated November 12, 2009, recorded November 16, 2009, as Instrument No. 20091116-0105464, of said Registers Office.

    Amended and Assumed by that certain Assumption and Modification Agreement for Second Amended and Restated Deed of Trust, Security Agreement and Fixture Filing and other Loan

Documents by and between Green Hills Mall TRG LLC, a Delaware limited liability company, Davis Street Land Company of Tennessee, L.L.C. and Metropolitan Life Insurance Company dated December 21, 2011, recorded simultaneously herewith.

34. Assignment of Leases between Davis Street Land Company of Tennessee, L.L.C., a Delaware limited liability company, as Trustee of The Green Hills Mall Trust, a Tennessee common law trust and Metropolitan Life Insurance Company, a New York Corporation and MetLife Bank, N.A., a national banking association, dated May 26, 2005, recorded as Instrument No. 20050526-0059712, Register's Office of Davidson County, Tennessee; as amended by First Amendment to Deed of Trust, Security Agreement and Fixture Filing and Loan Documents, dated December 14, 2005, recorded December 14, 2005, as Instrument No. 20051214-0150351, of said Register's Office; and Amended and Restated Assignment of Leases, dated November 12, 2009, recorded November 16, 2009 as Instrument No. 20091116-0105465, of said Registers Office.

    Amended and Assumed by that certain Assumption and Modification Agreement for Second Amended and Restated Deed of Trust, Security Agreement and Fixture Filing and other Loan Documents by and between Green Hills Mall TRG LLC, a Delaware limited liability company, Davis Street Land Company of Tennessee, L.L.C. and Metropolitan Life Insurance Company dated December 21, 2011, recorded simultaneously herewith.

35. UCC Financing Statement listing Davis Street Land Company of Tennessee, L.L.C., a Delaware limited liability company, as Trustee of The Green Hills Mall Trust, a Tennessee common law trust, as debtor and Metropolitan Life Insurance Company, a New York Corporation and MetLife Bank, N.A., a national banking association, as secured parties, recorded as Instrument No. 20050526-0059713, as amended in Instrument No. 20091202-0110110 and Instrument No. 20100120-0004926 and as continued in Instrument No. 20091223-0116733, Register's Office of Davidson County, Tennessee.

    As modified by UCC-1 Financing Statement listing Green Hills Mall TRG LLC as Debtor and Metropolitan Life Insurance Company as Secured Party and three UCC-3 Amendments, all recorded simultaneously herewith.

36. Subordination, Non-Disturbance and Attornment Agreement of record as Instrument # 20100624-0049524, Register's Office for Davidson County, Tennessee.

37. Subordination, Non-Disturbance and Attornment Agreement of record as Instrument # 20100818-0065208, Register's Office for Davidson County, Tennessee.