BILL GARRETT, Davidson County
Trans:T20120013819 DEEDWARRSP
Recvd: 02/24/12 15:55 7 pgs
Fees:38.00 Taxes:15447.50
20120224-0016422

This Instrument Prepared By:
Victoria M. de Lisle
Locke Lord LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130-6036

SPECIAL WARRANTY DEED

From: WILLOW POINTE LIMITED PARTNERSHIP, an Ohio limited partnership ("Grantor")

To: WILLOW POINTE TN, L.P. a Tennessee limited partnership ("Grantee")

Map and Parcel Number:
Map 163 Parcel 313

Address of New Owner:

Willow Pointe TN, L.P.
c/o Judith E. Beasley
3810 Bedford Avenue, Suite 300
Nashville, Tennessee 37215

Name and Address of Person or Entity Responsible for Payment of Real Property Taxes:

Same

STATE OF Tennessee)

COUNTY OF Williamson)

The actual consideration or value, whichever is greater, for this transfer is FOUR MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND and No/100 Dollars ($4,175,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 24th day of February, 2012.

Notary Public

My Commission Expires: 6/16/13

S. R. CARTER
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

FOR AND IN CONSIDERATION OF the sum of FOUR MILLION ONE HUNDRED SEVENTY-FIVE THOUSAND and No/100 Dollars ($4,175,000.00), the receipt and sufficiency of

which are hereby acknowledged WILLOW POINTE LIMITED PARTNERSHIP, an Ohio limited partnership (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto WILLOW POINTE TN, L.P., a Tennessee limited partnership ("Grantee"), its successors and assigns, a certain tract or parcel of improved land located in Davidson County, State of Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property located in Antioch, Davidson County, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property, has a right to convey the Property, and warrants title to the Property against all persons claiming under Grantor but not otherwise.

[Signature appears on the following page]

Witness my hand this 20 day of February, 2012.

GRANTOR:

Willow Pointe Limited Partnership, an Ohio limited partnership

By: MBS GP 93, LLC, a Delaware limited liability company, its general partner

By: MUDCO 4, Inc., a Missouri corporation, its Sole Member

By: _____
Name: Hillary B. Zimmerman
Title: Vice President

STATE OF MISSOURI)

COUNTY OF SAINT LOUIS)

Before me, Tunderleah Walker, a Notary Public of said County and State, personally appeared Hillary B. Zimmerman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her/himself to be the Vice President of MUDCO 4, Inc., a Missouri corporation, the Sole Member of MBS GP 93, LLC, a Delaware limited liability company, the general partner of WILLOW POINTE LIMITED PARTNERSHIP, the above named bargainor, an Ohio limited partnership, and that s/he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of WILLOW POINTE LIMITED PARTNERSHIP by her/himself as Vice President of the member of the general partner of the limited partnership, the above named bargainor.

Witness my hand and seal in St. Louis, Missouri, the 20 day of February, 2012.

_____
(Notary Public)

My Commission expires: March 7, 2012

" NOTARY SEAL "
Tunderleah Walker, Notary Public
St. Louis City, State of Missouri
My Commission Expires 3/7/2012
Commission Number 08414868

NO:0103576/00001:152446v2

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee, being Lot No. J-3 on the Final Plat of Willow Pointe Apartments of record in Plat Book 7900, page 902, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description of the property.

LESS AND EXCEPT that property conveyed to the State of Tennessee by Deed of record in Book 10819, page 27, said Register's Office.

Being part of the property conveyed to Willow Pointe Limited Partnership, an Ohio limited partnership, by deed from David P. Caldwell and Glen L. Roberts of record in Book 9534, page 121, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
PERMITTED EXCEPTIONS

<Attached>

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Taxes for the year 2012; a lien but not yet due or payable.

2. Subject to the following matters shown on the Plan of record in Plat Book 7900, page 902, Register's Office for Davidson County, Tennessee:

   a. Owner's Certificate with dedications of public streets, utilities and other facilities;
   b. 10' wide public utilities, drainage and landscape easement;
   c. perpetual easement for ingress and egress;
   d. overhead utility lines and poles;
   e. 20' wide public water line easement;
   f. detention pond easement;
   g. 35' wide public utility easement;
   h. 20' wide public utility, access and drainage easement;
   i. scenic landscape easement and general note #6 re: grading, cutting of trees, or disturbance of natural features.

3. Gas line easement, terms, provisions and restrictions contained in the Right of Way Agreement in favor of Gulf Interstate Gas Company by instrument dated October 16, 1953, of record in Book 2203, page 565, and conveyed to Columbia Gulf Transmission Company by instrument dated December 3, 1958, of record in Book 2875, page 299, and as modified by the Partial Release of record in Book 5118, page 797, said Register's Office.

4. Right of way and temporary construction easement granted to Metropolitan Government of Nashville & Davidson County set forth in instrument dated April 25, 1994, of record in Book 9324, page 989, said Register's Office.

5. Reservation of a 15' utility, drainage and landscaping easement as set forth in instrument dated February 27, 1985, of record in Book 6503, page 430, said Register's Office.

6. Easements and other matters set forth in Special Warranty Deed from Hickory Hollow Mall, Inc., to Bent Tree Apartments, Ltd., dated January 12, 1984, of record in Book 6215, page 71, said Register's Office.

7. Deed of Conveyance to The Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, for water main, dated March 12, 1997, of record in Book 10461, page 704, said Register's Office.

8. Deed of Conveyance to The Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services, for force main, dated March 12, 1997, of record in Book 10461, page 700, said Register's Office.

9. Cable Television Distribution System Easement and Right of Entry Agreement dated June 15, 1995, of record in Book 10046, page 761, said Register's Office.

10. Non-exclusive Easement granted to Comcast of Nashville I, LLC, for a broadband communications system by instrument dated December 15, 2010, of record in Instrument Number 20110620-0047281, said Register's Office.

11. Rights or claims of parties in possession not shown by the public records, as tenants only with no rights or options to purchase.

12. Any rights, easements, interests or claims which may exist by reason of or reflected by the following matters disclosed on the survey prepared by Kenneth Church, RLS No. _____, Gresham Smith and Partners, Nashville, TN, dated 11/21/11, revised 12/20/2011, project no. 28711.00:

    a. utility and drainage lines with poles, valves, meters, and other appurtenances;
    b. 35 foot wide public utility easement;
    c. the following encroachments:

        - pool showers and equipment room over P.U.D.E and landscape easement;
        - asphalt road over property line.