This instrument was prepared by:

Frost Brown Todd LLC
150 3rd Avenue South, Suite 1900
Nashville, TN 37201

BILL GARRETT, Davidson County
Trans:T20130065128 DEEDWARRSP
Recvd: 07/30/13 14:50 10 pgs
Fees:53.00 Taxes:24605.00
20130730-0079447

After recording return to:

Douglas B. McDonald, Esq.
Venable LLP
8010 Towers Crescent Drive
Suite 300
Tysons Corner, VA 22182

Address of New Owners as follows:	**Send Tax Bills to:**	**Map/Parcel Numbers: Parcels 12, 13 and 29 Tax map 104-06**
BLACKSTONE TN, LLC 1661 Worthington Road Suite 100 West Palm Beach, FL 33409 Attention: William Stolberg	BLACKSTONE TN, LLC 1661 Worthington Road Suite 100 West Palm Beach, FL 33409 Attention: William Stolberg	

STATE OF Florida
COUNTY OF Palm Beach

The actual consideration of this transfer is $6,650,000.00

Affiant (Grantee)

Sworn to and subscribed before me, this 24th **day of** July **, 2013.**

Notary Public

My commission expires: 6/19/2017

Notary Public State of Florida
John Halvorson
My Commission FF 010818
Expires 06/19/2017

SPECIAL WARRANTY DEED
(Blackstone Apartments)

BLACKSTONE APARTMENTS TENNESSEE, LLC, a Delaware limited liability company ("Grantor") FOR AND IN CONSIDERATION OF the sum of TEN DOLLARS, cash in hand paid by the hereinafter named Buyer, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells and by these presents does grant, transfer and convey unto BLACKSTONE TN, LLC, a Tennessee limited liability company ("Grantee"), and Grantee's heirs and assigns, all of Grantor's interest in a certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon (the "Property").

Grantor covenants (a) lawful seisin of the Property, (b) full right and power to convey same, and (c) that the Property is free and clear of all liens and encumbrances, except those listed in the Exhibit "B" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said real property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Grantee, its heirs and assigns, forever in fee simple.

Grantor further covenants and binds itself, its representatives, successors and assigns to warrant specially and forever defend the title to said real estate to Grantee, and Grantee's successors and assigns, against the lawful claims of all persons claiming through and under Grantor (other than claims arising out of the matters set forth), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This Deed is an absolute conveyance of Grantor's right, title and interest in the aforesaid Property and is not intended as a mortgage, trust, conveyance or security of any kind.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed effective as of the 29th day of July, 2013.

GRANTOR:

BLACKSTONE APARTMENTS TENNESSEE, LLC, a Delaware limited liability company

CIMF CVI-IV HOLDINGS, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: DEAN RAVOSI
Title: Authorized Signatory

State of NEW YORK)
) ss.
County of NEW YORK)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DEAN RAVOSA, who acknowledged that he executed the foregoing for the purposes herein contained and further acknowledged that he is AUTHORIZED SIGNATORY of CIMF CVI-IV HOLDINGS, LLC, a Delaware limited liability company, sole member of BLACKSTONE APARTMENTS TENNESSEE, LLC, a Delaware limited liability company, the Maker, and is authorized by the Maker to execute this instrument on its behalf. Witness my hand and official seal this 25th day of July, 2013.

Notary Public

JEANNY TSOU
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TS6120437
Qualified in New York County
My Commission Expires December 20, 2016

My Commission Expires: Dec 20, 2016

EXHIBIT A

PROPERTY DESCRIPTION
(See Attached)

Land lying in Davidson County, Tennessee, being more particularly described as follows:

TRACT I

PROPERTY DESCRIPTION-PARCEL 12

BEGINNING AT AN IRON ROD SITUATED IN THE WESTERLY MARGIN OF ACKLEN PARK DRIVE, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 9 AND THE NORTHEAST CORNER OF LOT 1;

THENCE, LEAVING SAID ROAD, WITH THE LINE BETWEEN LOTS 1 AND 9, SOUTH 37 DEGREES 34 MINUTES 36 SECONDS WEST, A DISTANCE OF 100.87 FEET TO AN IRON ROD;

THENCE, NORTH 52 DEGREES 06 MINUTES 09 SECONDS WEST, A DISTANCE 193.02 FEET TO AN IRON ROD SITUATED IN THE SOUTHERLY MARGIN OF FAIRMONT DRIVE;

THENCE, ALONG SAID ROAD, NORTH 47 DEGREES 56 MINUTES 32 SECONDS EAST, A DISTANCE OF 61.75 FEET TO AN IRON ROD;

THENCE, ALONG SAID ROAD, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 80 DEGREES 22 MINUTES 23 SECONDS, A RADIUS OF 47.13 FEET, A TANGENT OF 39.81 FEET, A LENGTH OF 66.11 FEET, AND HAVING A CHORD WHICH BEARS NORTH 87 DEGREES 38 MINUTES 26 SECONDS EAST, A DISTANCE OF 60.82 FEET TO AN IRON ROD SITUATED IN THE WESTERLY MARGIN OF ACKLEN PARK DRIVE;

THENCE, ALONG SAID ROAD, SOUTH 52 DEGREES 25 MINUTES 23 SECONDS EAST, A DISTANCE OF 135.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 18,145.654 SQUARE FEET OR 0.417 ACRES OF LAND MORE OR LESS.

TRACT II

PROPERTY DESCRIPTION-PARCEL 29

BEGINNING AT AN IRON ROD SITUATED IN THE WESTERLY MARGIN OF ACKLEN PARK DRIVE, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 9 AND THE NORTHEAST CORNER OF LOT 1;

THENCE, ALONG SAID ROAD, SOUTH 52 DEGREES 25 MINUTES 23 SECONDS EAST, A DISTANCE OF 147.13 FEET TO AN IRON ROD;

THENCE, ALONG SAID ROAD, ALONG A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 83 DEGREES 37 MINUTES 54 SECONDS, A RADIUS OF 50.00 FEET, A TANGENT OF 44.73 FEET, A LENGTH OF 72.98 FEET, AND HAVING A CHORD WHICH BEARS SOUTH 10 DEGREES 36 MINUTES 16 SECONDS EAST, A DISTANCE OF 66.67 FEET TO AN IRON ROD SITUATED IN THE NORTHERLY MARGIN OF PARK DRIVE;

THENCE, ALONG SAID ROAD, SOUTH 31 DEGREES 12 MINUTES 51 SECONDS WEST, A DISTANCE OF 55.62 FEET TO AN IRON ROD;

THENCE, LEAVING SAID ROAD, NORTH 52 DEGREES 44 MINUTES 32 SECONDS WEST, A DISTANCE OF 202.99 FEET TO AN IRON ROD;

THENCE, NORTH 37 DEGREES 34 MINUTES 36 SECONDS EAST, A DISTANCE OF 100.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 19,392.716 SQUARE FEET OR 0.445 ACRES OF LAND MORE OR LESS.

TRACT III

PROPERTY DESCRIPTION-PARCEL 13

BEGINNING AT AN IRON ROD SITUATED IN THE SOUTHERLY MARGIN OF FAIRMONT DRIVE, SAID POINT BEING THE NORTHWEST CORNER OF LOT 9 ON THE PLANS OF WEST END PARK OF RECORD IN BOOK 161, PAGE 47, AS REVISED IN BOOK 421, PAGE 85, SAID REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE, ALONG SAID ROAD, NORTH 37 DEGREES 19 MINUTES 37 SECONDS EAST, A DISTANCE OF 99.86 FEET OT AN IRON ROD;

THENCE, LEAVING SAID ROAD, SOUTH 52 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 193.02 FEET TO AN IRON ROD;

THENCE, SOUTH 37 DEGREES 18 MINUTES 16 SECONDS WEST, A DISTANCE OF 99.94 FEET TO AN IRON ROD;

THENCE, NORTH 52 DEGREES 04 MINUTES 46 SECONDS WEST, A DISTANCE OF 193.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 19,285.843 SQUARE FEET OR 0.443 ACRES OF LAND MORE OR LESS.

Being that same property that was conveyed to Blackstone Apartments Tennessee, LLC, by Blackstone, LLC, dated July 2, 2007, and recorded on July 17, 2007, as Instrument Number 20070717-0085055 in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

PERMITTED EXCEPTIONS
(See Attached)

PERMITTED ENCUMBRANCES

BLACKSTONE APARTMENTS

1. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY UNDER THE PRIOR UNRECORDED WRITTEN RESIDENTIAL LEASES LISTED IN THAT CERTAIN SETTLEMENT AGREEMENT AND RELEASE BY AND AMONG FANNIE MAE, THE GRANTOR AND CERTAIN OTHER PARTIES DATED JULY [29], 2013

2. TAXES FOR THE YEAR 2013, A LIEN, NOT YET DUE AND PAYABLE

3. MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT FROM BLACKSTONE APARTMENTS TENNESSEE, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO WILLIAM L. ROSENBERG, A RESIDENT OF DAVIDSON COUNTY, TENNESSEE, AS TRUSTEE FOR WACHOVIA MULTIFAMILY CAPITAL, INC., A DELAWARE CORPORATION, DATED JULY 9, 2007, FILED OF RECORD JULY 17, 2007, AS INSTRUMENT NO. 0070717-0085056, IN THE ORIGINAL AMOUNT OF $6,724,100.00.

   FBT OF TENNESSEE, INC., A TENNESSEE CORPORATION, WAS APPOINTED AS SUBSTITUTE TRUSTEE, BY NOTICE OF APPOINTMENT OF SUBSTITUTE TRUSTEE OF RECORD IN INSTRUMENT NO. 20130313-0025119, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

   ASSIGNMENT OF MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT MADE BY WACHOVIA MULTIFAMILY CAPITAL, INC. TO FANNIE MAE, DATED AS OF JULY 9, 2007 AND RECORDED JULY 17, 2007 AS INSTRUMENT NO. 20070717-0085057, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

   FIRST AMENDMENT TO MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (INCLUDING FIXTURE FILING), DATED AS OF JULY 25, 2007, RECORDED AUGUST 8, 2007, AS INSTRUMENT NO. 20070808-0094754, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

4. UCC-1 FINANCING STATEMENT NAMING BLACKSTONE APARTMENTS TENNESSEE, LLC, DEBTOR, AND FANNIE MAE, SECURED PARTY, OF RECORD AS INSTRUMENT NO. 20070806-0093256, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

   UCC-1 FINANCING STATEMENT AMENDMENT OF RECORD IN INSTRUMENT NO. 20120215-0013141, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

5. RESTRICTIVE COVENANTS AS CONTAINED IN THE DEED TO GOODLOE COCKRILL OF RECORD IN BOOK 372, PAGE 43, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. (TRACT II).

6. MEMORANDUM OF LEASE BY AND BETWEEN BLACKSTONE APARTMENTS AND WEB SERVICES COMPANY, DATED 08/04/1992, OF RECORD IN BOOK 8734, PAGE 80, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND TERMS AND PROVISIONS OF THE UNDERLYING SUBJECT LEASE.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT BY AND BETWEEN WEB SERVICES COMPANY AND WACHOVIA MULTIFAMILY CAPITAL, INC., DATED 06/26/2007, OF RECORD IN INSTRUMENT NO. 20070717-0085058, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

7. MEMORANDUM OF LEASE BY AND BETWEEN BLACKSTONE, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, D/B/A BLACKSTONE APARTMENTS, LESSOR, AND WEB SERVICE COMPANY, LESSEE, DATED 05/28/1999, OF RECORD IN BOOK 11677, PAGE 55, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; AND TERMS AND PROVISIONS OF THE UNDERLYING SUBJECT LEASE.

   SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT BY AND BETWEEN WEB SERVICES COMPANY AND WACHOVIA MULTIFAMILY CAPITAL, INC., DATED 06/26/2007, OF RECORD IN INSTRUMENT NO. 20070717-0085059, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

8. EASEMENT GRANTED TO COMCAST OF NASHVILLE I, LLC BY BLACKSTONE APARTMENTS TENNESSEE, LLC OF RECORD IN INSTRUMENT NO. 20121114-0104685, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

9. JUDGMENT AND LIEN IN FAVOR OF UNIFIRST CORPORATION AGAINST BLACKSTONE APARTMENTS TENNESSEE, LLC FOR $6,344.30, OF RECORD IN INSTRUMENT NO. 20121106-0102518, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

10. ANY FACT, RIGHTS, INTERESTS OR CLAIMS THAT MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY A SURVEY PREPARED BY STEVEN D. DEITE, RLS NO. 1710, DALE & ASSOCIATES, DATED SEPTEMBER 17, 1998, LAST REVISED JUNE 25, 2007, PROJECT NO. 07082

    - MINIMUM BUILDING SETBACK LINES AS FOLLOWS:
        - 60 FEET ALONG PARK DRIVE; 30 FEET ALONG THE EASTERN PORTION OF ACKLEN PARK DRIVE,
        - 60 FEET ALONG THE WESTERN PORTION OF ACKLEN PARK DRIVE;
        - 30 FEET ALONG FAIRMONT DRIVE AS TO PARCEL 12 AN D50 FEET AS TO PARCEL 13;
        - 0 FEET ON THE SIDE OF PARCEL 29 ADJACENT TO 3310 WEST END, LLC;
        - 20 FEET ON THE REAR OF PARCEL 12 ADJACENT TO BLACKSTONE, LLC PARCEL 13 AND ON THE REAR OF PARCEL 13;
        - 20 FEET ON THE REAR OF PARCEL 29;
        - 5 FEET ON THE SIDE OF PARCEL 12
    - BUILDINGS ENCROACH THE MINIMUM BUILDING SETBACK LINES OF PARCELS 12 AND 29 ALONG ACKLEN PARK DRIVE AND THE MINIMUM BUILDING SETBACK LINE OF PARCEL 12 ADJACENT TO PARCEL 13.
    - THE BUILDING ON PARCEL 29 SITS ON THE MINIMUM BUILDING SETBACK LINE ALONG ON THE SIDE OF ITS BOUNDARY WITH PARCEL 12.
    - A WOOD LANDING AND STEPS EITHER ENCROACH FROM PARCEL 13 ONTO PARCEL 12 OR ARE WITHIN THE MINIMUM BUILDING SETBACK LINE OF PARCEL 12, DEPENDENT UPON OWNERSHIP OF THE LANDING AND STEPS.
    - GAS LINES CROSS THE LAND OF PARCELS 12 AND 13 NEAR THE BOUNDARY WITH FAIRMONT DRIVE.