[ADDRESS NEW OWNER:	[SEND TAX BILLS TO:]	MAP-PARCEL NOS.]
REA Modesto, LP, a California limited partnership 9171 Towne Centre Drive, Ste. 335 San Diego, CA 92122	New Owner	Map and Parcel 07500016800

This instrument prepared by: Robert J. Notestine III, Attorney at Law, 109 Kenner Avenue, Suite 201, Nashville, TN 37205.

#14478 26b

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, James H. Benson and wife, Judy L. Benson (The "Grantors") have bargained and sold, and by these presents does transfer and convey unto REA Modesto, LP, a California limited partnership (The "Grantee"), Grantee's successors and/or assigns, certain tracts or parcels of land in **Davidson County**, State of Tennessee, being more particularly described as follows, to wit:

Land in Davidson County, Tennessee, being Lot 4, FINAL PLAT FOR RE-SUBDIVISION OF LOTS 4 & 5, HERMITAGE MARKET PLACE, as shown on plat of record in Plat book 8250, page 748, in the Register's Office, Davidson County, Tennessee, to which plat reference is made for a more complete description of said lot.

Being the same property conveyed to James H. Benson and Judy L. Benson by Special Warranty Deed from The Lincoln National Life Insurance Company, an Indiana corporation, successor by merger to Jefferson-Pilot Life Insurance Company, a North Carolina corporation, recorded on the 11th day of March 2010 in Instrument Number 20100311-0018709, in the Register's Office for Davidson County, Tennessee.

This conveyance is subject to:
1. County taxes for the year 2013 and subsequent years, matters shown on the Plan of record and restrictive covenants of record.
2. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Final Plat for Re-Subdivision of Lots 4 & 5, Hermitage Market Place, as recorded in Plat Book 9700, page 222, Plat book 9700, page 243 and Plat Book 8250, page 748, said Register's Office.
3. Covenants, Conditions and Restrictions as set forth in Declaration of Covenants, Conditions, Liens, Easements and Restrictions recorded in Book 10202, page 607 and Book 10484, page 833, said Register's Office.
4. Easement recorded in Book 5647, page 515, said Register's Office.
5. Storm Water Detention Agreement as set forth in instrument recorded in Book 7323, page 649, said Register's Office.
6. All of the terms and provisions set forth and contained in that certain Lease of which is recorded in Book 10551, page 618, as affected by Ratification Agreement recorded in Book 10792, page 298, said Register's Office.
7. Grant of Underground Utility Easement as set form in instrument recorded in Book 10689, page 81, said Register's Office.

BILL GARRETT, Davidson County
Trans:T20130085107 DEEDWARRSP
Recvd: 10/02/13 11:15 3 pgs
Fees:18.00 Taxes:12441.25
20131002-0103397

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $3,362,500.00.

Affiant

Subscribed and sworn to before me this
1st day of October 2013.

Notary Public

My Commission Expires 1-24-15

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON CO

TO HAVE AND TO HOLD the said tract or parcel of land with the appurtenances, estate, title, and interests thereto belonging to the said Grantee, Grantee's successors and assigns, forever.

And Grantors do covenant with the said Grantee that Grantors are lawfully seized and possessed of said land; has a good right to convey it.

And Grantors do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to the Property to the said Grantee, it's successors and assigns as against all persons claiming by, through, or under Grantors, but no further or otherwise.

And the Grantors, do hereby covenant with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming, by, through, or under it, but against none other.

GRANTORS make no representation or warranties of any kind or character expressed or implied as to the condition of the material and workmanship in the dwelling house located on said property. The Grantee has inspected and examined the property and are purchasing same based on no representation or warranties expressed or implied, made by Grantors, but on their own judgment.

IN WITNESS WHEREOF, the Grantors have caused this Deed to be executed this 1st day of October, 2013.

James H. Benson

Judy L. Benson

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared James H. Benson and wife, Judy L. Benson with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath acknowledged that they, the within named bargainors, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 1st day of October 2013.

Notary Public

My Commission Expires: 1-24-15

VICKY W. MCMILLEN
STATE OF TENNESSEE NOTARY PUBLIC
DICKSON COUNTY