This instrument was prepared by:

Timothy M. Lupinacci
420 20th Street North
Suite 1400
Birmingham, Alabama 35203

Davidson County DEEDWARRSP
Recvd: 09/08/14 15:59 10 pgs
Fees:53.00 Taxes:84175.00
20140908-0082202

After recording return to:

Stephanie Natalino
Stewart Title Guaranty Company
10 S. Riverside Plaza; Suite 1450
Chicago, IL 60606

Address of New Owners as follows:	**Send Tax Bills to:**	**Map/Parcel Numbers:**
WE Creekstone LLC c/o White Eagle Property Group, LLC 12 College Road Monsey, NY 10952 Attn: Israel Katz	WE Creekstone LLC c/o White Eagle Property Group, LLC 12 College Road Monsey, NY 10952 Attn: Israel Katz	09607000800

SPECIAL WARRANTY DEED

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

KNOW ALL BY THESE PRESENTS:

THAT **CREEKSTONE TN, LLC**, a Tennessee limited liability company ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid to Grantor by **WE CREEKSTONE LLC**, a Tennessee limited liability company ("**Grantee**"), the receipt and sufficiency whereof are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, all of that certain real property situated in the City of Nashville, Davidson County, Tennessee, more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all buildings, improvements and fixtures located

thereon, and all rights, ways, privileges and appurtenances pertaining thereto (collectively, the "**Property**").

SUBJECT, HOWEVER, to each of the matters set forth in Exhibit B attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the Property, together with all and singular the rights and appurtenances thereto in anywise belonging subject to the aforesaid encumbrances, unto Grantee, Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the aforesaid encumbrances, unto Grantee, Grantee's heirs, 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.

THIS CONVEYANCE is further made subject to Grantee's acknowledgment and agreement upon acceptance of this Deed that Grantee is solely responsible for determining the suitability of the Property for its purposes and that Grantee is not relying on any representation or the silence of Grantor with respect to the purchase. Grantee has relied solely on its investigation and analysis of the Property for all purposes. GRANTEE ACKNOWLEDGES AND AGREES THAT ALL WARRANTIES, EXPRESS OR IMPLIED, EXCEPT THOSE WARRANTIES OF TITLE SET FORTH IN THIS DEED CONVEYING THE PROPERTY, ARE WAIVED AND DISCLAIMED AND GRANTEE BUYS AND ACCEPTS THE PROPERTY AS IS, WHERE IS, AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (I) THE VALUE OF THE PROPERTY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (V) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VI) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, GEOLOGY AND ENVIRONMENTAL CONDITION; (VII) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING BUT NOT LIMITED TO, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990; (VIII) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (IX) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION

AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (X) THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES, MATERIALS OR WASTES, POLLUTANTS OR CONTAMINANTS, MOLD, OR OTHER CONDITIONS AFFECTING HEALTH AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (XI) THE CONTENT, COMPLETENESS OR ACCURACY OF THE DUE DILIGENCE ITEMS OR TITLE COMMITMENT; (XII) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO GRANTEE; (XIII) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; (XIV) DEFICIENCY OF ANY UNDERSHORING; (XV) DEFICIENCY OF ANY DRAINAGE; (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XVII) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE; FLOOD ZONE OR OTHER NATURAL HAZARD; (XVIII) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE; (XIX) SERVICE OF THE PROPERTY BY WATER, POWER AND/OR ANY OTHER UTILITY; OR (XX) WITH RESPECT TO ANY OTHER MATTER.

By acceptance of this Special Warranty Deed, the Grantee agrees to and accepts all of the foregoing matters. Ad valorem taxes for the year of this Special Warranty Deed have been prorated; accordingly, by its acceptance of this Special Warranty Deed, Grantee assumes responsibility to pay all ad valorem taxes on the Property for such year and all subsequent years.

Grantee's Mailing Address:

WE Creekstone LLC
c/o White Eagle Property Group, LLC
12 College Road
Monsey, NY 10952
Attn: Israel Katz

[Signature on Next Page]

EXECUTED this 27th day of August, 2014.

GRANTOR:

CREEKSTONE TN, LLC,
a Tennessee limited liability company

By: _____
Name: William Stolberg
Title: Vice President

STATE OF Florida)
)
COUNTY OF Palm Beach)

STATE OF Florida
COUNTY OF Palm Beach

Before me the undersigned Notary Public within and for the State and County aforesaid, personally appeared William Stolberg, Vice President, with whom I am personally acquainted (or who proved to me upon the basis of satisfactory evidence) and who upon oath, acknowledged himself/herself to be the Vice President of Creekstone TN, LLC, a Tennessee limited liability company, the within grantor, a corporation, and that he/she in such capacity being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself in such capacity.

WITNESS my hand and seal at office, this 27th day of August, 2014.

Lynn Almeida Expires 07/31/2016 NOTARY PUBLIC Commission # EE212697 STATE OF FLORIDA

_____
Notary Public
My Commission Expires: 7/31/2016

STATE OF New York
COUNTY OF Rockland

The actual consideration or value, whichever is greater, for this transfer is $22,750,000.00

AFFIANT:

WE CREEKSTONE LLC,
a Tennessee limited liability company

By: _____
Name: Israel Katz
Its: Manager

Subscribed and sworn to before me, this the 2nd day of September, 2014.

_____
NOTARY PUBLIC
My Commission Expires: _____

Grantee's Mailing Address: c/o _____

BARRY A. STURTZ
Notary Public, State of New York
No. 4680355
Qualified in Rockland County
Commission Expires March 30, 2018

EXHIBIT "A" TO DEED

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE FIRST CIVIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, ON THE SOUTH SIDE OF STEWARTS FERRY PIKE AND BEING THE SAME PROPERTY CONVEYED TO CREEKSTONE APARTMENTS ASSOCIATION AS OF RECORD IN DEED BOOK 6601, PAGE 707 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, (R.O.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHERLY MARGIN OF STEWARTS FERRY PIKE, SAID PIN BEING THE NORTHWESTERLY CORNER OF HICKORY PLACE CONDOMINIUMS, SECTION 1, OWNED BY BATSON HICKORY AND RECORDED IN OWNER BOOK 6818, PAGE 449, R.O.D.C.T., SAID PIN BEING NORTH 57° 29' WEST A DISTANCE OF 416.60 FEET FROM THE CENTERLINE OF HICKORY HILL COURT;

THENCE, SOUTH 05° 03' 18" WEST FOR A DISTANCE OF 575.65 FEET ALONG THE WESTERLY LINE OF HICKORY PLACE CONDOMINIUMS AND KEITH B. DAVIS AND HICKORY HILL COURT, LLC PROPERTY RECORDED IN OWNER BOOK 20041028, PAGE 129821 R.O.D.CT. TO AN IRON PIN AT THE NORTHEASTERLY CORNER OF TINA M. BARDAK PROPERTY RECORDED IN OWNER BOOK 20021219, PAGE 156819, R.O.D.C.T.;

THENCE, NORTH 70° 58' 15" WEST FOR A DISTANCE OF 1138.91 FEET ALONG THE NORTHERLY LINE OF TINA M. BARDAK AND THE NORTHERLY LINE OF CLOVERHILL SUBDIVISION SECTION VIII RECORDED IN PLAT BOOK 2331, PAGES 10 & 11, R.O.D.C.T TO A CONCRETE MONUMENT;

THENCE, NORTH 70° 57' 26" WEST FOR A DISTANCE OF 819.19 FEET ALONG THE NORTHERLY LINE OF CLOVERHILL SUBDIVISION SECTION VIII TO AN IRON PIN IN THE EASTERLY LINE OF LOT NUMBER 197 OF CLOVERHILL SUBDIVISION SECTION IV RECORDED IN PLAT BOOK 2133, PAGE 62 R.O.D.CT.;

THENCE, NORTH 20° 22' 06" EAST FOR A DISTANCE OF 123.61 FEET TO A POINT IN THE SOUTHERLY MARGIN OF SINBAD DRIVE;

THENCE, NORTH 20° 22' 06" EAST FOR A DISTANCE OF 50.64 FEET TO A CONCRETE MONUMENT IN THE NORTHERLY MARGIN OF SINBAD DRIVE;

THENCE, NORTH 20° 34' 03" EAST FOR A DISTANCE OF 216.98 FEET ALONG THE EASTERLY LINE OF LOTS 182 AND 181 OF CLOVERHILL SUBDIVISION SECTION IV TO A CONCRETE MONUMENT AT THE SOUTHWESTERLY CORNER OF LOT 1 OF CHARLES C. BEATTY SUBDIVISION RECORDED IN PLAT BOOK 4955, PAGE 85, R.O.D.CT.;

THENCE, SOUTH 72° 04' 40" EAST FOR A DISTANCE OF 308.65 FEET ALONG THE SOUTHERLY LINE OF LOT 1 OF CHARLES C. BEATTY SUBDIVISION TO AN IRON PIN AT THE SOUTHWESTERLY CORNER OF BCP PROPERTIES RECORDED IN OWNER BOOK 20040223, PAGE 20541, R.O.D.C.T.;

THENCE, SOUTH 78° 54' 05" EAST FOR A DISTANCE OF 710.10 FEET ALONG THE SOUTHERLY LINE OF BCP PROPERTIES TO AN IRON PIN;

THENCE, NORTH 33° 12' 13" EAST FOR A DISTANCE OF 233.47 FEET ALONG THE EASTERLY LINE OF BCP PROPERTIES TO AN IRON PIN;

THENCE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.76 FEET, AN ARC LENGTH OF 38.49 FEET, AN INTERIOR ANGLE OF 85° 35' 41", BEING SUBTENDED BY A CHORD OF NORTH 10° 50' 22" WEST FOR A DISTANCE OF 35.01 FEET TO AN IRON PIN IN THE SOUTHERLY RIGHT-OF-WAY OF STEWARTS FERRY PIKE;

THENCE, SOUTH 56° 35' 41" EAST FOR A DISTANCE OF 201.05 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF STEWARTS FERRY PIKE TO AN IRON PIN AT THE NORTHWESTERLY CORNER OF GEORGE W. GLASS PROPERTY RECORDED IN OWNER BOOK 3285, PAGE 197, R.O.D.C.T.;

THENCE, SOUTH 33° 11' 31" WEST FOR A DISTANCE OF 186.45 FEET TO A POINT ON THE SOUTHWESTERLY CORNER OF GEORGE W. GLASS;

THENCE, SOUTH 57° 13' 51" EAST FOR A DISTANCE OF 308.64 FEET TO AN IRON PIN AT THE SOUTHWESTERLY CORNER OF JEFFREY

CARTER AND JOYCE CARTER PROPERTY RECORDED IN OWNER BOOK 11653, PAGE 506, R.O.D.C.T.;

THENCE, SOUTH 57° 13' 41" EAST FOR A DISTANCE OF 208.13 FEET TO AN IRON PIN AT THE SOUTHEASTERLY CORNER OF JEFFREY CARTER AND JOYCE CARTER PROPERTY;

THENCE, NORTH 34° 26' 55" EAST FOR A DISTANCE OF 181.43 FEET ALONG THE EASTERLY LINE OF JEFFREY CARTER AND JOYCE CARTER TO AN IRON PIN IN THE SOUTHERLY RIGHT-OF-WAY OF STEWARTS FERRY PIKE;

THENCE, SOUTH 56° 43' 11" EAST FOR A DISTANCE OF 60.06 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF STEWARTS FERRY PIKE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 20.64 ACRES MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO CREEKSTONE APARTMENTS TENNESSEE, LLC, A DELAWARE LIMITED LIABILITY COMPANY BY DEED OF RECORD IN INSTRUMENT NO. 20070705-0080365, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

BEING THAT SAME PROPERTY THAT WAS CONVEYED TO CREEKSTONE APARTMENTS TENNESSEE, LLC, BY CREEKSTONE APARTMENTS ASSOCIATES, L.L.L.P., DATED JUNE 28, 2007, AND RECORDED ON JULY 5, 2007, AS INSTRUMENT NUMBER 20070705·0080365 IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

BEING THE SAME PROPERTY CONVEYED TO CREEKSTONE TN, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED DATED July 29, 2013 FROM CREEKSTONE APARTMENTS TENNESSEE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JULY 30, 2013, AS INSTRUMENT 20130730-0079359, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT "B" TO DEED

PERMITTED ENCUMBRANCES

1. County of Davidson taxes for the year 2014 and thereafter.

2. All matters as set forth per Plat Book 6250, Page 141.

3. Grant of Transmission Line Easement recorded in Book 1207, Page 579.

4. Sewer Line Easement recorded in Book 3462, Page 111.

5. Easements of record in Book 3610, Page 330 and Book 5870, Page 30.

6. Agreement for Dedication of Easement for Sanitary Sewer and/or Storm Drainage recorded in Book 6290, Page 620.

7. Stormwater Detention Agreement recorded in Book 6376, Page 284.

8. Grant of Easement recorded under Instrument No. 201211140104684.

9. Water and Sewer Tap Assignment recorded in Book 6368, Page 587.

10. Right-of-Way for Stewarts Ferry Pike.

11. Rights of others under any unrecorded leases.

12. All matters as shown on the survey of Jeffrey K. Kimbro, RLS No. 1756, State of Tennessee, H & H Land Surveying, Inc., Job No. 93-300 dated August 5, 2014.

CERTIFICATE OF AUTHENTICITY

I, Christopher R. Jackson, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

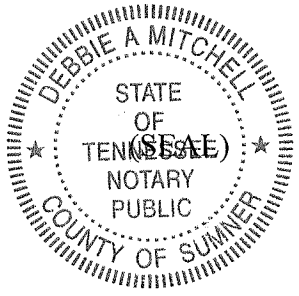
Attorney or Custodian

Stewart Title Company

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, Debbie A. Mitchell, a notary public in and for the aforesaid county and state, the within named Christopher R. Jackson, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



(SEAL)

Debbie A. Mitchell
Notary Public

My Commission Expires: 4/19/2017