THIS INSTRUMENT PREPARED BY:

Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204
Attn: Nancy Colaluca

Davidson County DEEDWARRSP
Recvd: 10/07/15 08:11 6 pgs
Fees:33.00 Taxes:42550.00
20151007-0102053

ADDRESS NEW OWNER:
CH Retail Fund I/Nashville Encore, L.L.C.
3819 Maple Avenue
Dallas, Texas 75219
Attn: Asset Manager – Encore

SEND TAX BILLS TO:
CH Retail Fund I/Nashville Encore, L.L.C.
3819 Maple Avenue
Dallas, Texas 75219
Attn: Asset Manager – Encore

MAP PARCEL:
093600A00100CO
093600A00200CO
093601A00300CO

STATE OF TEXAS
COUNTY OF DALLAS

The actual consideration or value, whichever is greater, for this transfer is $11,500,000.00.

CH Retail Fund I/Nashville Encore, L.L.C.,
a Delaware limited liability company

By: Retail Managers I, L.L.C., a Texas limited liability company, its manager

By: _____
Name: ANNA O. GRAVES
Title: VICE PRESIDENT

Subscribed and sworn to before me this the 2nd day of October, 2015.

_____
Notary Public, State of Texas

My Commission Expires: 7/23/16

MARTY PEARSON
Notary Public, State of Texas
My Commission Expires
July 23, 2016

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ENCORE PHASE I DEVELOPMENT COMPANY, LLC,** a Tennessee limited liability company, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **CH RETAIL FUND I/NASHVILLE ENCORE, L.L.C.,** a Delaware limited liability company, hereinafter called "GRANTEE," its successors and assigns, certain real property in Davidson County, State of Tennessee, described as follows (the "Property"):

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

The Property is transferred subject to the limitations, restrictions, and encumbrances ("Permitted Exceptions") set forth on **EXHIBIT B**.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with said GRANTEE that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor, except for the Permitted Exceptions; and GRANTOR does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under the GRANTOR, 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.

(*signature page follows*)

WITNESS its hand this the 1st day of October, 2015.

GRANTOR:

ENCORE PHASE I DEVELOPMENT COMPANY, LLC, a Tennessee limited liability company

By: ENCORE I DEVELOPER, LLC, a Tennessee limited liability company, Its Manager

By: _____ (Seal)
James R. Borders, President

STATE OF GEORGIA)

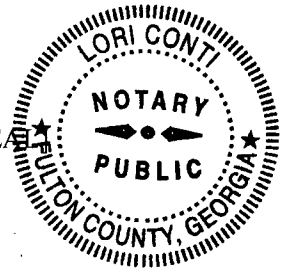
COUNTY OF FULTON)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid JAMES R. BORDERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed this instrument for the purposes therein contained, and who further acknowledged that he/she is the President of ENCORE I DEVELOPER, LLC, a Tennessee limited liability company, the Manager of ENCORE PHASE I DEVELOPMENT COMPANY, LLC, a Tennessee limited liability company (the "Grantor"), and is authorized to execute this instrument on behalf of the company.

WITNESS my hand, at office, this 1st day of October, 2015.

Lori Conti
Notary Public
My commission expires: January 21, 2018

[NOTARY SEAL]



Exhibits to Special Warranty Deed:
Exhibit A – Property Description
Exhibit B – Permitted Exceptions

EXHIBIT A

Property Legal Description

Being Commercial #1 Component, Commercial #2 Component, and Commercial #3 Component of Encore, A Master Condominium, together with a 3.14%, 0.82% and 2.52%, respectively, undivided percentage interest of common elements, as set forth in Master Deed of record in Instrument No. 200802250018425, as amended by First Amendment of record in Instrument 201111040086473, and by Second Amendment of record in Instrument No. 201112150097929, and as affected by Master Deed for Encore, A Residential Condominium of record in Instrument No. 200802250018429, Register's Office for Davidson County, Tennessee.

BEING part of the same property conveyed to Encore Phase I Development Company, LLC, a Tennessee limited liability company by deed from Metropolitan Development and Housing Agency of record in Instrument No. 200606070067537, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for the year 2015 and subsequent years, not yet due and payable.

2. The following matters as shown on Plat of record in Instrument No. 200604110041760, Register's Office for Davidson County, Tennessee, and as shown on survey prepared by Barge Waggoner Sumner & Cannon, Inc., Judy L. Judson, TN License No. 1935, dated September 18, 2015, hereinafter referred to as "Survey":

1) 3'x3' public access easements in Northeasterly, Northwesterly, Southeasterly and Southwesterly corners;
2) DES easement in Southeasterly corner;
3) NES easement in Southwesterly corner;
4) Public drainage easement and water quality device in Northerly portion.

3. Master Deed for Encore, a Master Condominium of record in Instrument No. 200802250018425; as amended by First Amendment to the Master Deed for Encore, a Master Condominium of record in Instrument No. 201111040086473; as further amended by Second Amendment to the Master Deed for Encore, a Master Condominium of record in Instrument No. 201112150097929, Register's Office for Davidson County, Tennessee.

4. Master Deed of record in Instrument No. 200802250018429, Register's Office for Davidson County, Tennessee, as to common elements.

5. Notice of Land Use Restrictions of record in Instrument No. 200912140113967, Register's Office for Davidson County, Tennessee.

6. Easement Agreement of record in Instrument No. 201209060080965, Register's Office for Davidson County, Tennessee.

7. Rights of tenants currently in possession, as tenants only, under unrecorded leases, with no rights of first refusal or options to purchase the property.

8. Encroachment of awning overhangs over Northerly, Easterly and Westerly lines as shown on Survey.

9. Stormwater Quality Agreement of record in Instrument No. 200604060039472, Register's Office for Davidson County, Tennessee, and as shown on Survey.

TRUE COPY CERTIFICATION

I, Jay H. Smith, 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.

Signature

State of Tennessee:

County of Davidson:

Personally appeared before me, Denise C. Allis-Wilburn, a notary public for this county and state, Jay H. Smith, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Denise C. Allis Wilburn

, Notary Public

My commission Expires: 9-10-18
(affix Notary seal)

DENISE C. ALLIS-WILBURN
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 9-10-2018