This instrument prepared by and after recording return to:

Thompson Burton PLLC
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attn: William W. Burton, Esq.

BILL GARRETT, Davidson County
Trans:T20160025377 DEEDWARRSP
Recvd: 03/29/16 15:59 6 pgs
Fees:33.00 Taxes:83250.00
20160329-0029658

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
Champion Green Hills LLC 11620 Wilshire Boulevard Suite 1150 Los Angeles, CA 90025	Champion Green Hills LLC 11620 Wilshire Boulevard Suite 1150 Los Angeles, CA 90025	117-14-0-089-00 117-14-0-088-00

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged **VILLAGE GREEN APARTMENTS PARTNERSHIP**, a Tennessee general partnership (hereinafter collectively referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **CHAMPION GREEN HILLS LLC**, a Delaware limited liability company (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

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

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 29th day of March, 2016.

VILLAGE GREEN APARTMENTS PARTNERSHIP
a Tennessee general partnership

By: _____
Name: David Clark
Title: Partner

By: _____
Name: Brent Smith
Title: Partner

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within-named David Clark, a partner of Village Green Apartments Partnership, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he or she executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and official seal this 29th day of March, 2016.

My Commission Expires:
7-8-19

_____
Notary Public

HUGH W. ENTREKIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 8, 2019

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within-named Brent Smith, a partner of Village Green Apartments Partnership, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he or she executed the foregoing instrument for the purposes therein expressed and contained.

Witness my hand and official seal this 29th day of March, 2016.

My Commission Expires:
7-8-19

_____
Notary Public

HUGH W. ENTREKIN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires July 8, 2019

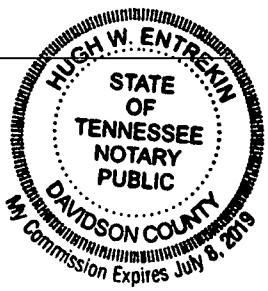
[*Affidavit of Consideration on Following Page*]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared David Clark, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he is a Partner of **VILLAGE GREEN APARTMENTS PARTNERSHIP**,the bargainor, and acknowledged that he as such **Partner**, being authorized so to do, executed the foregoing instrument by signing the name of **VILLAGE GREEN APARTMENTS PARTNERSHIP**, by himself as **Partner**.

Witness my hand and seal this 29th day of March, 2016.

Notary Public



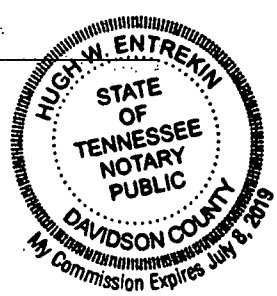
My Commission Expires: 7-8-19

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Brent Smith, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he is a **Partner** of **VILLAGE GREEN APARTMENTS PARTNERSHIP**, the bargainor, and acknowledged that he as such Partner, being authorized so to do, executed the foregoing instrument by signing the name of **VILLAGE GREEN APARTMENTS PARTNERSHIP**, by himself as **Partner**.

Witness my hand and seal this 29th day of March, 2016.

Notary Public



My Commission Expires: 7-8-19

[*Affidavit of Consideration on Following Page*]

STATE OF TENNESSEE)
) SS.
COUNTY OF WILLIAMSON)

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $22,500,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

W. W. B, as attorney for Grantee
Affiant

Sworn to and subscribed before me,
this 28th day of March, 2016.

NOTARY PUBLIC

My Commission Expires: 6-21-16

CAROLE M. MAXSON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires JUNE 21, 2016

EXHIBIT "A"

Legal Description of the Property

A tract of land in the 7th Civil District of Davidson County, Tennessee, being Lot No. 28 on the plan of Sugar Tree Subdivision as of record in Book 1424, Page 100, Register's Office for said county, and an adjoining tract of land to the south and more particularly described according to the survey by Turner Engineering Co., Inc., dated July 20, 1996, as follows:

Beginning at a point on the south margin of Abbott-Martin Road, 30 feet south of the centerline and being 271.16 feet westerly of the westerly margin of Hillsboro Circle; thence with the original easterly line of said Lot No. 28 in part and extended south 02 deg. 54' east 786.16 feet to an iron pin by a corner post; thence south 87 deg. 51' west 136.00 feet to a concrete monument; thence north 02 deg. 56' west 540.10 feet to a concrete monument; thence north 87 deg. 18' east 36.50 feet to an iron pin, the southwest corner of said Lot No. 28; thence, with the westerly line of said Lot No. 28, north 03 deg.01' west 244.60 feet to a point that is 30 feet south of the centerline of Abbott-Martin Road; thence, parallel with said centerline, north 87 deg. 12' east 100.50 feet to the point of beginning, and containing 2.25 acres more or less.

Being the same property conveyed to VILLAGE GREEN APARTMENTS PARTNERSHIP, A GENERAL PARTNERSHIP BETWEEN DAVID F. CLARK, HERITAGE LAND COMPANY AND BRENT SMITH by Quitclaim Deeds of record in Instrument No. 20100226-0014976 and in Instrument No. 20100226-0014977, both dated February 17, 2010, said Register's Office.

Address: 2215 Abbott Martin Road, Nashville, TN 37215

Tax ID Nos.: 117-14-0-089-00 & 117-14-0-088-00

EXHIBIT "B"

Permitted Exceptions

1. Rights of tenants in possession, as tenants only, under prior unrecorded residential leases.

2. Real property taxes for 2016, a lien, but not due and payable.

3. The plat of record in Book 1424, Page 100, said Register's Office, shows the following: (a) Public utility drainage easement along the west and south property line, and (b) 40' minimum building setback line from Abbott Martin Road.

4. Restrictive Covenants contained in instrument of record in Book 1715, Page 101, said Register's Office.

5. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4007, Page 183, and in Book 7026, Page 741, said Register's Office.

6. Fuel Line Easement of record in Book 8261, Page 668, said Register's Office.

7. Easement for a storm drainage ditch of record in Book 4135, Page 548, said Register's Office.

8. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument No. 20130115-0004695, said Register's Office.

9. Grant of Easement to Comcast of Nashville, LLC of record in Instrument No. 20131209-0124885, said Register's Office.

10. Rights of upper and lower riparian owners to the flow of the water of Sugartree Creek and the rights of the public therein, free from diminution or pollution.

11. The ALTA / ACSM Land Title Survey by R. Scot Cherry, Tenn. RLS No. 1512, with Cherry Land Surveying, dated January 18, 2016, last revised March 23, 2016, Job No. 16007, shows the following:

    a. Overhead power line in various places throughout the property

    b. Fence encroachment upon property to the south and west

    c. 10' utility easement along the east property line in the northern portion and generally running East to West in the north central portion