Address New Owner:	Map-Parcel Numbers:	Send Tax Bill to:
BAI RIVERGATE LLC c/o Bon Aviv Investments LLC 342 Grand Avenue Englewood, New Jersey 07631 Attention: Amit Barnoon	034-060-002.00	BAI RIVERGATE LLC c/o Bon Aviv Investments LLC 342 Grand Avenue Englewood, New Jersey 07631 Attention: Amit Barnoon
This instrument prepared by: GREENBERG TRAURIG, LLP 77 West Wacker Drive, Suite 3100, Chicago, IL 60601, and should be returned to: REED SMITH LLP, 599 Lexington Avenue, New York, NY, 10022 Attn: Joseph M. Marger, Esq.		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Rivergate Station Shopping Center, LP, a Delaware partnership (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to BAI Rivergate LLC, a Delaware limited liability company (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following: See attached Exhibit B.

STATE OF New Jersey
COUNTY OF Bergen

The actual consideration or value, whichever is greater, for this transfer is $ 17,465,000

Affiant _____

Subscribed and sworn to before me this 26 day of March, 2012

TRUDY ANNE GRIMALDI
NOTARY PUBLIC
STATE OF NEW JERSEY
No. 2292414
COMMISSION EXPIRES OCTOBER 10, 2012

Notary Public

My Commission Expires: 10/10/2012

This is improved property located at 1717 Gallatin Road, Madison, Tennessee.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein.

Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except that no warranty is made as to the amount of acreage in the Property.

In addition to the conveyance of the Property described herein, the Grantor hereby transfers, quitclaims and assigns to the Grantee, Grantee's Successors and assigns, any and all right, title and interest that Grantor has in those lands adjacent to the Property which are being utilized for road or right of way purposes.

BILL GARRETT, Davidson County
Trans:T20120025355 DEEDWARRSP
Recvd: 04/09/12 09:24 7 pgs
Fees:38.00 Taxes:64620.50
20120409-0029666

IN WITNESS WHEREOF, the Grantor has executed this Deed this 30 day of March, 2012.

RIVERGATE STATION SHOPPING CENTER, LP,
a Delaware limited partnership

By: Kimco Rivergate Station GP, Inc., its general partner

By: _____
Name: Raymond Edwards
Title: Vice President

State of New York)
) SS
County of Nassau)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond Edwards as the VP of Kimco Rivergate Station GP* personally known to me, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the purposes therein set forth.

Given under my hand and official seal, this 27th day of March, 2012.

_____
Notary Public

Commission expires: _____

Janet Verdon
Notary Public, State of New York
No. 01VE6173386
Qualified in Nassau County
Commission Expires August 27, 2015

* general partner of Rivergate Station Shopping Center, LP

EXHIBIT A

LEGAL DESCRIPTION

TRACT I (FEE)

BEING A CERTAIN TRACT OF LAND LYING IN THE TENTH COUNCILMANIC DISTRICT OF DAVIDSON COUNTY, TENNESSEE AND BOUNDED GENERALLY BY GALLATIN PIKE IN THE NORTH, MYATT DRIVE IN THE EAST, ARMSTRONG RUBBER IN THE SOUTH AND BORCHERT IN THE WEST AND BEING LOT 2 ON THE RESUBDIVISION OF RIVERGATE STATION, SECTION ONE - LOT 2 (PLAT BOOK 9700, PAGE 838), MORE PARTICULARLY DESCRIBED ACCORDING TO A SURVEY PREPARED BY CHARLES PHILLIP CLINARD, RLS #1032, CLINARD ENGINEERING ASSOCIATES, LLC, DATED FEBRUARY 13, 2004, PROJECT NO. E04003:

BEGINNING AT AN IRON PIN (NEW) AT THE SOUTHWESTERLY CORNER OF THE INTERSECTION OF GALLATIN PIKE AND MYATT DRIVE IN THE WESTERLY MARGIN OF MYATT DRIVE;

THENCE, WITH THE WESTERLY MARGIN OF MYATT DRIVE, S 34 DEG. 30 MIN. 50 SEC. EAST, 247.46 FEET TO A P.K. NAIL (NEW) AT THE NORTHEASTERLY CORNER OF SECTION ONE RIVERGATE STATION (PLAT BOOK 6900, PAGE 813);

THENCE, WITH SECTION ONE RIVERGATE STATION FOR THE NEXT THREE CALLS:

S 57 DEG. 41 MIN. 10 SEC. W, 248.27 FEET TO A P.K. NAIL (NEW);
S 28 DEG. 29 MIN. 20 SEC. W, 170.94 FEET TO A P.K. NAIL (NEW);
S 41 DEG. 32 MIN. 56 SEC. E, 107.40 FEET TO A P.K. NAIL (NEW) AT THE NORTHWESTERLY CORNER OF LOT 3 ON THE RESUBDIVISION PLAT REFERENCED ABOVE;

THENCE, WITH LOT 3 FOR THE NEXT THREE CALLS:

S 40 DEG. 21 MIN. 04 SEC. E, 226.79 FEET TO A P.K. NAIL (NEW)
N 57 DEG. 44 MIN. 42 SEC. E, 226.26 FEET TO A P.K. NAIL (NEW)
N 43 DEG. 33 MIN. 26 SEC. E, 136.40 FEET TO A P.K. NAIL (NEW) IN THE WESTERLY MARGIN OF SAID MYATT DRIVE;

THENCE, WITH THE WESTERLY MARGIN OF MYATT DRIVE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL DELTA ANGLE OF 02 DEG. 37 MIN. 01 SEC., A RADIUS OF 5774.58 FEET, AN ARC LENGTH OF 263.74 FEET AND A CHORD BEARING AND DISTANCE OF S 36 DEG. 34 MIN. 20 SEC. E, 263.72 FEET TO A CONCRETE MONUMENT (OLD) AT THE NORTHEASTERLY CORNER OF DYLAN CUSTOM MIXING, L.L.C. (INSTRUMENT NO. 200304300058039);

THENCE, WITH RIVERGATE BUILDING PARTNERS, L.L.C. FOR THE NEXT TWO CALLS:

S 48 DEG. 27 MIN. 54 SEC. W, 755.16 FEET TO A CONCRETE MONUMENT (OLD);
S 65 DEG. 59 MIN. 47 SEC. W, 781.76 FEET TO AN IRON PIN (NEW) AT THE SOUTHEASTERLY CORNER OF PARTNERS OF THE PIKE (INSTRUMENT NO. 200304300058039);

THENCE, WITH PARTNERS OF THE PIKE FOR THE NEXT THREE CALLS:

N 23 DEG. 58 MIN. 41 SEC. W, 215.00 FEET TO AN IRON PIN (OLD);

ALONG A CURVE TO THE LEFT HAVING A CENTRAL DELTA ANGLE OF 31 DEG. 43 MIN. 38 SEC., A RADIUS OF 158.49 FEET, AN ARC LENGTH OF 87.76 FEET AND A CHORD BEARING AND DISTANCE OF N 39 DEG. 51 MIN. 20 SEC. W, 86.65 FEET TO AN IRON PIN;

N 55 DEG. 39 MIN. 47 SEC. W, 44.41 FEET TO A CONCRETE MONUMENT (OLD) IN THE SOUTHERLY MARGIN OF GALLATIN PIKE;

THENCE, WITH THE SOUTHERLY MARGIN OF GALLATIN PIKE FOR THE NEXT EIGHT CALLS;

ALONG A CURVE TO THE RIGHT HAVING A CENTRAL DELTA ANGLE OF 06 DEG. 36 MIN. 23 SEC., A RADIUS OF 3210.00 FEET, AN ARC LENGTH OF 370.12 FEET AND A CHORD BEARING AND DISTANCE OF N 31 DEG. 33 MIN. 06 SEC. E, 369.92 FEET TO AN IRON PIN;

N 34 DEG. 51 MIN. 21 SEC. E, 369.10 FEET TO A CONCRETE MONUMENT (OLD);

ALONG A CURVE TO THE RIGHT HAVING A CENTRAL DELTA ANGLE OF 00 DEG. 02 MIN. 35 SEC., A RADIUS OF 101,046.00 FEET, AN ARC LENGTH OF 75.93 FEET AND A CHORD BEARING AND DISTANCE OF N 34 DEG. 53 MIN. 52 SEC. E, 75.93 FEET TO AN IRON PIN;

S 55 DEG. 04 MIN. 50 SEC. E, 20.71 FEET TO AN IRON PIN (NEW);

ALONG A CURVE TO THE RIGHT HAVING A CENTRAL DELTA ANGLE OF 00 DEG. 07 MIN. 15 SEC., A RADIUS OF 101,025.29 FEET, AN ARC LENGTH OF 212.57 FEET AND A CHORD BEARING AND DISTANCE OF N 34 DEG. 58 MIN. 47 SEC. E, 212.57 FEET TO A CONCRETE MONUMENT (OLD);

N 36 DEG. 12 MIN. 09 SEC. E, 250.26 FEET TO A CONCRETE MONUMENT (OLD);

ALONG A CURVE TO THE LEFT HAVING A CENTRAL DELTA ANGLE OF 01 DEG. 34 MIN. 47 SEC., A RADIUS OF 10,120.00 FEET, AN ARC LENGTH OF 279.02 FEET AND A CHORD BEARING AND DISTANCE OF N 35 DEG. 09 MIN. 39 SEC. E, 279.01 FEET TO A CONCRETE MONUMENT (OLD);

S 79 DEG. 30 MIN. 50 SEC. E, 55.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 20.97 ACRES MORE OR LESS.

TRACT II (EASEMENT)

TOGETHER WITH THE BENEFIT OF THOSE EASEMENTS APPURTENANT TO SAID PROPERTY SET FORTH IN THE FOLLOWING:

(A) DECLARATION OF EASEMENTS DATED APRIL 30, 1999 EXECUTED BY RIVERGATE STATION JOINT VENTURE AND RECORDED IN BOOK 11459, PAGE 682, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE.

(B) DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 7480, PAGE 965, IN SAID REGISTER'S OFFICE, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 7537, PAGE 359, SAID REGISTER'S OFFICE.

(C) DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 7625, PAGE 632, SAID REGISTER'S OFFICE, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 7660, PAGE 478, SAID REGISTER'S OFFICE, AS AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS OF RECORD IN BOOK 8194, PAGE 851, SAID REGISTER'S OFFICE, AS AFFECTED BY THAT CERTAIN ABSTRACT OF AGREEMENT BY AND BETWEEN RONALD UNDERBERG, RIVERGATE STATION JOINT VENTURE, O'CHARLEY'S, INC., AND LOGAN'S OF RECORD IN BOOK 9045,PAGE 364, SAID REGISTER'S OFFICE.

TOGETHER WITH RIGHTS BENEFITING THE PROPERTY UNDER THAT CERTAIN DEED OF EASEMENT & COVENANT AGREEMENT OF RECORD IN BOOK 7537, PAGE 401, SAID REGISTER'S OFFICE. THE EASEMENT PROPERTY BEING DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN IN THE SOUTHERLY RIGHT-OF-WAY OF MYATT DRIVE

TO FIND THE POINT OF BEGINNING, SAID IRON PIN BEING THE MOST NORTHEASTERLY CORNER OF THE PROPERTY IN BOOK 5190, PAGE 235, R.O.D.C.;

THENCE, FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY OF MYATT DRIVE WITH A CURVE TO THE LEFT 391.79 FEET, TO AN IRON PIN, SAID CURVE HAVING A CENTRAL ANGLE OF 03° 53' 15", A RADIUS OF 5774.58 FEET, A TANGENT OF 195.97 FEET, AND A CHORD OF S 35° 53' 49" E, 391.72 FEET, TO THE POINT OF BEGINNING;

THENCE, CONTINUING WITH SAID SOUTHERLY RIGHT-OF-WAY OF MYATT DRIVE WITH A CURVE TO THE LEFT 90.00 FEET, TO A POINT, SAID CURVE HAVING A CENTRAL ANGLE OF 0° 53' 35", A RADIUS OF 5774.58 FEET, A TANGENT OF 45.00 FEET, AND A CHORD OF S 38° 17' 14" E, 90.00 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY S 57° 38' 14" W, 187.30 FEET, TO A POINT;

THENCE, N 41° 32' 06" W, 60.00 FEET, TO A POINT;

THENCE, N 48° 27' 54" E, 190.00 FEET, TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO RIVERGATE STATION SHOPPING CENTER, LP, A DELAWARE LIMITED PARTNERSHIP BY SPECIAL WARRANTY DEED FROM RIVERGATE STATION, LLC OF RECORD IN INSTRUMENT NO. 20040518-0058470, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Real property taxes and assessments not yet due and payable.

2. Matters which may be disclosed by an accurate and complete land survey of the Property.

3. Declaration of Covenants, Conditions & Restrictions of record in Book 7480, page 965, in said Register's Office, as amended by First Amendment to Declaration of Covenants, Conditions & Restrictions of record in Book 7537, page 359, said Register's Office.

4. Agreement for Dedication of Easement for Sanitary Sewer and/or Storm Drainage of record in Book 5106, page 555 in the Register's Office, Davidson County, Tennessee.

5. Deed of Easement & Covenant Agreement of record in Book 7537, page 380 in the Register's Office, Davidson County, Tennessee.

6. All of the terms and provisions set forth and contained in that certain Lease, which includes a Right of First Refusal, between Rivergate Station Joint Venture, Lessor, and O'Charley's, Inc., Lessee, a memorandum of which is recorded in Book 9706, page 152, as affected by an unrecorded Assignment, Assumption and Consent Agreement by and between O'Charley's Inc., Logan's Roadhouse, Inc., Rivergate Station Joint Venture and Logan's, dated July 1995.

7. Memorandum of Lease by Rivergate Station Joint Venture to Innovative Restaurant Concepts, Inc., a Georgia corporation, recorded in Book 11289, page 369 as assigned by Assignment and Assumption of Real Property Leases of record in Book 11441, page 613, said Register's Office.

8. Declaration of Covenants, Conditions & Restrictions of record in Book 7625, page 632, said Register's Office, as amended by First Amendment to Declaration of Covenants, Conditions & Restrictions of record in Book 7660, page 478, said Register's Office, as amended by Second Amendment to Declaration of Covenants, Conditions & Restrictions of record in Book 8194, page 851, said Register's Office, as affected by that certain Abstract of Agreement by and between Ronald Underberg, Rivergate Station Joint Venture, O'Charley's, Inc., and Logan's of record in Book 9045,page 364, said Register's Office.

9. Declaration of Easements by Rivergate Station Joint Venture of record in Book 11459, page 682 in the Register's Office, Davidson County, Tennessee.

10. All of the terms and provisions set forth and contained in that certain Lease, which includes a Right of First Refusal, between Rivergate Station, Inc., Lessor, and General Mills Restaurants, Inc., Lessee, a memorandum of which is recorded in Book 7966, page 17 re-recorded in Book 8247, page 433, said Register's Office.

11. Rights or claims of tenants in possession of the Property based on any unrecorded lease or leases.

12. All of the terms and provisions set forth and contained in that certain Lease between Rivergate Station Joint Venture, Lessor, and The TJX Companies, Inc., Lessee, a memorandum of which is recorded in Book 9598, page 78.

13. Memorandum of Lease between Rivergate Shopping Center, LP and TGI Friday's Inc. of record in Instrument No. 20050215-0017170, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Memorandum of Lease of record in Instrument No. 20050406-0037681, said Register's Office.

14. Rights, easements and covenants as set forth in that Deed of Easement & Covenant Agreement from The Armstrong Rubber Company to C. Hooper Development Company, recorded May 6, 1988 in Book 7537, Page 401 of Davidson County, Tennessee.