FOR RECORDING PURPOSES File No.

Prepared By and
AFTER RECORDING RETURN TO:
Laurence M. Papel
Nelson Mullins Riley & Scarborough, LLP
315 Deaderick Street, 18th Floor
Nashville, Tennessee 37238

BILL GARRETT, Davidson County
Trans:T20120056464 DEEDWARR
Recvd: 08/01/12 09:16 7 pgs
Fees:38.00 Taxes:51236.08
20120801-0067774

LIMITED WARRANTY DEED

ADDRESS NEW OWNER:
SSI NORTHSIDE, LLC
5111 Maryland Way, Suite 201
Brentwood, Tennessee 37027

SEND TAX BILLS TO:
SAME

TAX MAP / PARCEL NO:
026 15 0 045.00

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid by the hereinafter named grantees, and in other good and valuable considerations, the receipt of which is hereby acknowledged, we, **KIR NORTHSIDE MARKET PLACE L.P.**, a Delaware limited partnership, with a mailing address of: 3333 New Hyde Park Road, Suite 100, New Hyde Park, New York 11042-0020, hereinafter called the Grantor, have bargained and sold, and by these presents do transfer and convey unto, **SSI NORTHSIDE, LLC**, a Tennessee limited liability company, with a mailing address of: c/o 5111 Maryland Way, Suite 201, Brentwood, Tennessee 37027, hereinafter called the Grantee, its successors and assigns, all of its right, title and interest in and to that certain improved land with an address commonly known as 2265 - 2321 Gallatin Pike North, Madison, Tennessee 37115, located in Davidson County, State of Tennessee, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the GRANTEE, its successors and assigns, forever. And GRANTOR does covenant with the GRANTEE that it is lawfully seized and possessed of said land in Fee Simple, has a good right to convey it, and the same is unencumbered, except for

those exceptions listed on **Exhibit "B"** attached hereto and incorporated herein by reference. And GRANTOR does further covenant and bind itself, its heirs and representatives to warrant and forever defend the title of said land to the GRANTEE, its successors and assigns, against the lawful claims of all persons owning, holding or claiming by, through and under the GRANTOR but not otherwise, except for claims arising under or by virtue of the exceptions listed on **Exhibit "B"** attached hereto.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE OF GRANTOR TO FOLLOW]

WITNESS, this date: July 31, 2012

GRANTOR:

KIR NORTHSIDE MARKET PLACE L.P.
By: KIR Northside Market Place 007, LLC,
its general partner
By: Kimco Income Operating Partnership, L.P.,
its managing member
By: Kimco Income REIT, its general partner

By: _____
Name: Scott Gerber
Title: Vice President

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF NASSAU

Before me, the undersigned , a Notary Public within and for the State and County aforesaid, personally appeared Scott Gerber with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged himself/herself/themselves to be the Vice President of Kimco Income REIT a Maryland real estate investment trust, and that as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said real estate investment trust.

Witness my hand and official seal at office at 3333 New Hyde Park Road, Suite 100, New Hyde Park, New York 11042-0020, on this the 27 day of July, 2012.

_____
Notary Public
Commission Expires: 11/2/14

LENA M. THOMAS
Notary Public, State of New York
No. 01TH6015693
Qualified in Nassau County
Commission Expires November 2, 2014

LENA M. THOMAS NOTARY PUBLIC STATE OF NEW YORK

STATE OF NEW YORK
COUNTY OF NASSAU

The actual consideration or value, whichever is greater, for this Transaction is $13,847,589.93.

AFFIANT:
KIR NORTHSIDE MARKET PLACE L.P.
By: KIR Northside Market Place 007, LLC,
its general partner
By: Kimco Income Operating Partnership, L.P.,
its managing member
By: Kimco Income REIT, its general partner

By: _____
Name: Scott Gerber
Title: Vice President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS DATE: July 27, 2012

_____
NOTARY PUBLIC
COMMISSION EXPIRES: 11/2/14

LENA M. THOMAS
Notary Public, State of New York
No. 01TH6015693
Qualified in Nassau County
Commission Expires November 2. 2014

EXHIBIT "A"
PROPERTY

Lot 2 as shown on the Final Plat of Northside Marketplace recorded in Book 9700, Page 649 of the Register's Office of Davidson County, Tennessee, on April 24, 1999, prepared by R. Scott Cherry, R.L.F.T.N. number 1512 and bearing his certificate dated April 23, 1998.

BEING THE SAME PROPERTY CONVEYED TO KIR NORTHSIDE MARKETPLACE, L.P., A DELAWARE LIMITED PARTNERSHIP, BY LIMITED WARRANTY DEED OF RECORD IN BOOK 11754, PAGE 615 AND BY QUITCLAIM DEED OF RECORD IN BOOK 11754, PAGE 621, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

Also known as:

Being an Parcel of land in Davidson County, Tennessee, being Lot 2 of the Resubdividson Plat Lot 2 of Northside Marketplace recorded in Plat Book 9700, Page 894 in the Register's Office of Davidson County, TN. (RODC) bounded on the north by the Right-of-Way (ROW) of Gallatin Pike, by Lois Madison as recorded in Instrument Number 200710090120282, RODC, and First Tennessee Bank National Association as recorded in Deed Book 11445, Page 430, RODC ; on the east by Riverchase Boulevard; on the south by Gray Property BP 6801, LLC, as recorded in Instrument Number 200906290060030, RODC, and Duane E. Harrison, as recorded in Deed Book 7868, Page 450, RODC; and on the west by Jacqueline Ragland as recorded in Instrument Number 201108090061220, RODC, and TMC Regal Car Wash as recorded in Instrument Number 200207190087252, RODC. Lands being described as follows:

POINT OF BEGINNING being a found Iron Rod at the common southwest corner of the Norton Seaman tract as recorded in Bk. 9658, Pg. 29 RODC, TN. and the most easterly northeast corner of lands being described; Thence, along the said common boundary North 59°20'01" East 359.60 feet to a point; Thence, North 30°40'51" West 221.79 feet to a point on the ROW of Gallatin Pike; Thence, along said ROW with a curve to the right having an Radius of 5666.00 feet, an Arc Length of 121.25 feet an Delta Angle of 01°13'34" and a Chord Bearing and Distance of North 59°52'06" East 121.25 feet to a point; Thence, leaving said ROW South 30°40'33" East 204.04 feet to a point at the southwest corner of Lot 1 of said Plat of Northside Marketplace; Thence, continuing along said Lot 1 boundary North 59°26'14" East 239.00 feet to a point; Thence, North 31°03'39" West 188.99 feet to a point on said ROW of Gallatin Pike; Thence, along said ROW North 62°35'03" East 214.82 feet to a point on a curve to the right; Thence, along said curve having an Radius of 2800.79 feet, an Arc Length of 369.64 feet, an Delta Angle of 07°33'42" and a Chord Bearing and Distance of North 66°22'01" East 369.37 feet to a point on a curve to the right; Thence, along said curve having an Radius of 20.00 feet, Arc Length of 32.08 feet, an Delta Angle of 91°54'47" and a Chord Bearing and Distance of South 63°53'45" East 28.75 feet to a point on the ROW of said Riverchase Blvd.; Thence, along said ROW South 17°56'21" East 382.19 feet to a curve to the left; Thence, continuing along said ROW and curve having an Radius of 647.00 feet, an Arc Length of 134.40 feet, Delta Angle of 11°54'08" and a Chord Bearing and Distance of South 23°53'25" East 134.16 feet to a point; Thence, continuing along said ROW South 29°50'29" East 353.07 feet to a point on a curve to the left; Thence, continuing along said ROW and curve having a Radius of 837.00 feet, an Arc Length of 83.91 feet, an Delta Angle of 05°44'38" and a Chord Bearing and Distance of South 32°42'48" East 83.87 feet to a point; Thence, leaving said ROW South 64°14'58" West 471.69 feet to a point; Thence, North 72°55'37" West 159.72 feet to point; Thence, South 73°01'23" West 321.41 feet to a point; Thence, South 40°25'57" West 128.48 feet to a point; Thence, North 48°32'56" West 566.78 feet to a point; Thence, North 48°33'34" West 91.08 feet to the Point of Beginning.

Containing 933,927 Square Feet or 21.44 Acres.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2012 and subsequent years, not yet due and payable.

2. All matters shown on the Plat of record in Plat Book 9700, Page 894, Register's Office for Davidson County, Tennessee.

3. Reciprocal Easement and Operating Agreement of record in Book 10478, Page 333, as amended in Book 10884, Page 749, Register's Office for Davidson County, Tennessee.

4. General Permit to Southern Bell Telephone and Telegraph Company of record in Book 1710, Page 563, Register's Office for Davidson County, Tennessee.

5. Traffic Signal Reimbursement Agreement of record in Book 10604, Page 411, Register's Office for Davidson County, Tennessee.

6. Easement reserved in Quitclaim Deed of record in Book 8164, Page 759, Register's Office for Davidson County, Tennessee.

7. Declaration of Easements and Restrictive Covenants of record in Book 10621, Page 402, as amended in Book 10884, Page 755, Register's Office for Davidson County, Tennessee.

8. Declaration of Easements, Covenants and Restrictions for Northside Marketplace of record in Book 11445, Page 402, Register's Office for Davidson County, Tennessee, which provides for a private charge or assessment.

9. Terms and provisions of Lease by and between Davevest Associates, Limited Partnership, and Pick 'N Pay Stores, Inc. dba Pic 'N Pay Shoes, as evidenced by Memorandum and Confirmation of Lease of record in Book 11695, Page 712, Register's Office for Davidson County, Tennessee.

10. Absolute Release and Covenant Not to Sue of record in Book 9852, Page 550, Register's Office for Davidson County, Tennessee.

11. Grant of Sign Easement of record in Instrument No. 200110120111412, Register's Office for Davidson County, Tennessee.

12. Terms and provisions of Lease by and between KIR Northside Marketplace L.P. and Dick's Sporting Goods, Inc., as evidenced by Memorandum of Lease of record in Instrument No. 200609270119684, Register's Office for Davidson County, Tennessee.

13. Rights of the following commonly known as tenants, as tenants only, under unrecorded leases: Dick's Sporting Goods; Best buy; Old Navy; Dress Barn; Regency Beauty Institute; David's Bridal, Mattress Firm; Payless Shoes; Cookies by Design; GNC; Nails 1st; Corporate Services consultants; and First Tennessee..

14. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Littlejohn Engineering Associates on June 15, 2012, last revised June 19, 2012, designated Job Number 20120236:

    (A) Overhead line on northwesterly side of subject property does not fall within any easement.

15. Deed of Trust from KIR Northside Marketplace L.P. to Kenneth P. Ezell, Trustee for the benefit of CIBC Inc. , dated August 7, 2000 and recorded on August 11, 2000 in Instrument No. 200008110079760, Register's Office for Davidson County, Tennessee, in the original amount of $15,400,000.00.

    , as assigned in Instrument No. 200105100048730, Register's Office for Davidson County, Tennessee, and further assigned in Instrument No. 20111220009948 and corrected in Instrument No. 201207250065333, said Register's Office, and further assumed by _____ dated 7-31, 2012 and recorded in Instrument No. 20120801006775 said Register's Office.

16. Terms and provisions of Lease by and between KIR Northside Marketplace L.P. and Dick's Sporting Goods, Inc., as evidenced by Memorandum of Lease of record in Instrument No. 200609270119684, Register's Office for Davidson County, Tennessee.

17. Assignment of Leases and Rents from KIR Northside Marketplace L.P. to CIBC, Inc. recorded August 11, 2000, in Instrument No. 200008110079761, Register's Office for Davidson County, Tennessee, and assumed by _____, dated 7-31, 2012 of record in Instrument No. 20120801006775, said Register's Office.

18. UCC-1 Financing Statement naming CIBC, Inc. as secured party and KIR Northside Marketplace L.P. as debtor, filed August 11, 2000, recorded in Instrument No. 200008110079762; as assigned in Instrument No. 200103130023686; and as continued in Instrument No. 200502160017479 and Instrument No. 201002230013614, and assigned in Instrument No. 20120725-0065334, Register's Office for Davidson County, Tennessee, and further amended in Instrument No. 20120801006777, said Register's Office.

19. Subordination Agreement of record in Instrument No. 200209200115158, Register's Office for Davidson County, Tennessee.

20. Subordination, Non-Disturbance and Attornment Agreement of record in Instrument No. 200609270119683, Register's Office for Davidson County, Tennessee.