This instrument prepared by:

Christopher J. Caslin, Esq.
Cole, Schotz, Meisel, Forman & Leonard, P.A.
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800

BILL GARRETT, Davidson County
Trans:T20140095227 DEEDWARRSP
Recvd: 12/19/14 11:34 5 pgs
Fees:28.00 Taxes:11100.00
20141219-0116364

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
BB Antioch, GP 5250 Virginia Way, Suite 100 Brentwood, Tennessee 37207 Attn: Perry B. Gooch	BB Antioch, GP 5250 Virginia Way, Suite 100 Brentwood, Tennessee 37207 Attn: Perry B. Gooch	163-00-0-286.00

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 considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, **VNO TRU HICKORY HOLLOW L.P.**, a Delaware limited partnership, as Grantor, has this day bargained and sold, and does hereby transfer and convey unto **BB ANTIOCH, GP**, a Tennessee general partnership, the Grantee herein, its successors, heirs, and assigns, certain real estate in Davidson County, Tennessee as described on **Exhibit A** attached hereto and made a part hereof.

This is improved property, known as 5255 Hickory Hollow Parkway, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors, heirs and assigns forever. Grantor covenants with Grantee, that it is lawfully seized and possessed of said real estate in fee simple, and has a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth on **Exhibit B** attached hereto.

Grantor further covenanta and binda itselve, its successors, assigns and representatives, to warrant and forever defend the title to said real estate to said Grantee, its successors, heirs and assigns, against the lawful claims of all persons, claiming by, through or under the Grantor.

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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed by its Authorized Signatory made as of this 17 day of December, 2014.

VNO TRU HICKORY HOLLOW L.P.,
a Delaware limited partnerhip

By: Vornado Realty Trust,
its Authorized Signatory

By: _____
Name: ~~Joseph Macnow~~
Its: ~~Executive Vice President - Finance~~
Chief Administrative Officer

STATE OF New Jersey)
) ss:
COUNTY OF Bergen)

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Joseph Macnow, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon his/her oath, acknowledged himself/herself to be the EVP-Finance & CAO of Vornado Realty Trust, the Authorized Signatory of VNO TRU HICKORY HOLLOW L.P., a Delaware limited partnership, the within named Grantor, and that he/she, as such Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such Authorized Signatory as his/her free act and deed.

Witness my hand and official seal, at office in Paramus, this 17 day of December, 2014.

_____
Notary Public
My Commission Expires: 2/2/15
(Seal)

Kimberly Sue Priestner
Notary Public State of: NJ
Commission Expires February 2, 2015

Return to:
Bradley Arant Boult Cummins LLP
Attn: Brook R. Smith, Esq.
1600 Division Street, Suite 700
Nashville, TN 37203

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $3,000,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT: BB ANTIOCH, GP
a Tennessee general partnership

By: _____
Name: Barry B. Good
Title: Authorized Representative

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF DECEMBER, 2014.

Brenda L. Farmer
NOTARY PUBLIC

BRENDA L. FARMER
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My Commission Expires NOV. 12, 2018

EXHIBIT A

Legal Description

Land in Davidson County, Tennessee, being all of Lot C-3, as shown on the map entitled Resubdivision of Lots C, C-2, C-3, Section Fifteen, Hickory Hollow Mall, of record in Book 5800, Page 230, amended in Book 6207, Page 366, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Beginning at an old iron rod, being the northwest corner of the herein described lot and corner to Lot C-4 of Hickory Hollow Mall, Section 15,as recorded in Book 5800 Page 230, and and in the south right-of-way line of Hickory Hollow Parkway (110' R/W); Thence, with the south right-of-way line of Hickory Hollow Parkway, with a curve to the right having a length of 166.41 feet, a radius of 730.00 feet,and a chord bearing of South 77 Degrees 12 Minutes 44 Seconds East and distance of 166.05 feet to a new Nail, and being a corner to Lot C-2 of Hickory Hollow Mall, as recorded in Book 6200 Page 489, R.O.D.C., TN; Thence, leaving said Right-of-Way, South 19 Degrees 19 Minutes 04 Seconds West a distance of 45.94 feet, to an old Nail; Thence, with a non-tangent curve to the right having a length of 196.32 feet, a radius of 400.00 feet, and a chord bearing of South 33 Degrees 22 Minutes 42 Seconds West and distance of 194.36 feet to an old Nail; Thence, South 47 Degrees 40 Minutes 36 Seconds West a distance of 61.42 feet to an old Nail; Thence, passing a corner to Lot C-1 of Hickory Hollow Mall, Section 15, as recorded in Book 5800, Page 48, South 42 Degrees 37 Minutes 48 Seconds East a distance of 359.91 feet to a new iron rod in the west right-of-way line of Bell Road; Thence, with said Right-of-Way, South 47 Degrees 25 Minutes 05 Seconds West a distance of 247.00 feet to an old iron rod in the north right-of-way line of Seaboard System Railroad 100' R/W); Thence, with the north right-of-way line of Seaboard System Railroad, North 57 Degrees 37 Minutes 53 Seconds West a distance of 520.00 feet to an old iron rod, a corner to Lot C-4 of Hickory Hollow Mall, Section 15; Thence, North 32 Degrees 30 Minutes 39 Seconds East a distance of 100.16 feet to an old Nail; Thence, North 47 Degrees 26 Minutes 17 Seconds East a distance of 235.00 feet to an old Nail; Thence, North 42 Degrees 45 Minutes 28 Seconds West a distance of 10.00 feet to an old Nail; Thence, North 47 Degrees 24 Minutes 41 Seconds East a distance of 215.00 feet to an old Nail; Thence, North 06 Degrees 14 Minutes 52 Seconds East a distance of 41.31 feet to the point of beginning, and having an area of 210,508 square feet, or 4.83 acres

Being the same property conveyed to VNO TRU HICKORY HOLLOW L.P., A DELAWARE LIMITED PARTNERSHIP, by deed dated October 15, 2006 from TOYS "R" US, INC., A DELAWARE CORPORATION, F/K/A TRU REALTY CORPORATION, of record as Instrument No. 20070226-0023587, Register's Office, Davidson County, Tennessee.

TOGETHER with non-exclusive access easement as set forth in Book 5800, Page 230, as amended in Book 6207, Page 366, and in Book 6188, Page 87, said Register's Office.

EXHIBIT B

Permitted Exceptions

1. General or special taxes and assessments required to be paid in the year 2015 and subsequent years for Map-Par. 163-00-0-286.00.

2. Matters shown on the Plan of record in Book 5800, Page 230, amended in Book 6207, Page 366, said Register's Office.

3. Declaration of Covenants, Conditions, Liens, Easements and Restrictions, including, but not limited to, easements, assessments, special assessments, charges and liens, contained in an instrument of record in Book 5125, Page 769, amended in Book 5189, Page 947, Book 5337, Page 933, amended and restated in Book 5441, Page 968, further amended in Book 6011, Page 163, and in Book 6095, Page 948, said Register's Office.

4. Restrictive Covenants contained in the deed of record in Instrument No. 20070226-0023587, said Register's Office.

5. Covenant of record in Book 6189, Page 784, said Register's Office.

6. Reciprocal Access and Parking Easement, Restrictive Covenants, and Sewer Services Agreement of record in Book 6188, Page 87, said Register's Office.

7. Consent and Agreement of record in Book 7063, Page 98, amended in Instrument No. 20040721-0086903, Instrument No. 20040721-0086904, and in Instrument No. 20040721-0086905, said Register's Office.

8. Easement Deed by Court Order to Qwest Communications International of record in Instrument No. 20120228-0017172, said Register's Office.

9. Annual Assessments, not yet due and payable, as set forth in the Declaration of Protective Covenants For Hickory Hollow of record in Book 5125, Page 769, amended in Book 5337, Page 933, and in Book 5441, Page 968, said Register's Office.

10. Easements as set forth in the Declaration of Protective Covenants For Hickory Hollow of record in Book 5125, Page 769, said Register's Office.