PREPARED BY:
Seyfarth Shaw LLP
620 Eighth Avenue
New York, NY 10018
Attention: Lester Bliwise, Esq.

Davidson County DEEDWARRSP
Recvd: 01/15/16 14:10 7 pgs
Fees:38.00 Taxes:35150.00
20160115-0004468

RETURN TO:
First American Title Insurance Company
14150 Newbrook Drive, Suite 250
Chantilly, VA 20151
Attention: Palma J. Collins

ADDRESS NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL
WILLOWBROOK COMMONS NASHVILLE, LLC 222 Central Park Avenue, Suite 2100 Virginia Beach, Virginia 23462	WILLOWBROOK COMMONS NASHVILLE, LLC 222 Central Park Avenue, Suite 2100 Virginia Beach, Virginia 23462	Map 119-11 Parcel 178

Property Address: 55-63 E. Thompson Lane, Nashville, Tennessee 37211

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged **DDR-SAU NASHVILLE WILLOWBROOK, L. L. C.,** a Delaware limited liability company **f/k/a INLAND-SAU NASHVILLE WILLOWBROOK, L. L. C.,** a Delaware limited liability company (the "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **WILLOWBROOK COMMONS NASHVILLE, LLC,** a Virginia limited liability company (the "Grantee"), and Grantee's successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows (the "Property"):

See EXHIBIT A attached hereto and incorporated herein by this reference.

The conveyance of the Property herein, and all covenants and warranties of Grantor contained herein, are made expressly subject to those matters set forth on EXHIBIT B attached hereto and incorporated herein by this reference.

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

Grantor covenants and binds itself, and its successors and assigns, to warrant specially and forever defend the title to the Property to Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise.

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 to Follow)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 14 day of January, 2016.

GRANTOR:

DDR-SAU NASHVILLE WILLOWBROOK, L. L. C., a Delaware limited liability company

By: _____
Name: Luke Petherbridge
Title: Chief Financial Officer

STATE OF Ohio)
COUNTY OF Cuyahoga)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Luke Petherbridge, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Financial Officer of DDR-SAU NASHVILLE WILLOWBROOK, L. L. C., a Delaware limited liability company, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand, at office, this 7th day of January, 2016.

Debra Caspio
NOTARY PUBLIC

DEBRA CASPIO
Notary Public, State of Ohio
My Commission Expires
March 6, 2019

My Commission Expires:
3-6-19

STATE OF Ohio)
COUNTY OF Cuyahoga)

The actual consideration or value, whichever is greater, for this transfer is $ $9,500,000

Affiant: Luke Petherbridge

Subscribed and sworn to before me
this 7th day of January, 2016.

Debra Caspio
NOTARY PUBLIC
My Commission Expires: 3-6-19

DEBRA CASPIO
Notary Public, State of Ohio
My Commission Expires
March 6, 2019

EXHIBIT A

LEGAL DESCRIPTION

Being a parcel of land located in the 16th Councilmanic District of Davidson County, Tennessee, and being all of Lot 1, as shown on the Final Plat of Willowbrook Market Place as recorded in Instrument Number 20040123-0009223, Register's Office of Davidson County, Tennessee, and as corrected by surveyor's Certificate of Correction recorded in Instrument Number 20040825-0103096, Register's Office of Davidson County, Tennessee, described according to Survey of Paul G. Weatherford, Tennessee RLS No. 1941, Project No. WA 166 dated January 22, 2006, and being more particularly described as follows:

BEGINNING at an existing nail in a concrete flume, said point being the Northeast return of Thompson Lane and Briley Parkway;

Thence, thence with the Southerly margin of Thompson Lane with a curve turning to the right having an arc length of 360.43 feet, a radius of 661.19 feet, a chord bearing of North 47 Degrees 03 Minutes 25 Seconds East, and a chord length of 355.95 feet to an old iron rod;
Thence, North 64 Degrees 54 Minutes 14 Seconds East, 57.25 feet to an old iron rod;
Thence, North 65 Degrees 53 Minutes 10 Seconds East, 307.33 feet to an old iron rod;
Thence, North 67 Degrees 21 Minutes 08 Seconds East, 173.33 feet to a new nail set in the sidewalk;
Thence, North 69 Degrees 23 Minutes 39 Seconds East, 168.96 feet to a new nail set in the asphalt;
Thence, North 70 Degrees 12 Minutes 46 Seconds East 2.76 feet to the Northwest corner of the property conveyed to Fifth Third Bank, as recorded in Instrument Number 20041112-0136488, R.O.D.C, TN;
Thence, leaving the margin and with said Fifth Third property line, South 19 Degrees 39 Minutes 38 Seconds East, 248.59 feet to an old iron rod;
Thence, North 70 Degrees 20 Minutes 29 Seconds East, 105.79 feet to a new nail set in the asphalt;
Thence, South 61 Degrees 40 Minutes 14 Seconds East, 35.06 feet to a new nail set in the top of curb;
Thence, North 28 Degrees 19 Minutes 46 Seconds East, 69.64 feet to a new iron rod;
Thence, North 19 Degrees 39 Minutes 31 Seconds West, 228.44 feet to an old iron rod lying in the Southerly Margin of said Thompson Lane;
Thence, with said margin North 70 Degrees 12 Minutes 46 Seconds East, 29.15 feet to a new iron rod placed where an old iron rod was found disturbed;
Thence, North 70 Degrees 34 Minutes 04 Seconds East, 83.07 feet to an old iron rod, the Right-of-Way of Interstate 24;
Thence, South 24 Degrees 57 Minutes 49 Seconds East, 56.87 feet to a highway monument;
Thence, South 00 Degrees 38 Minutes 03 Seconds West, 127.32 feet to a highway monument;
Thence, South 28 Degrees 22 Minutes 48 Seconds West, 326.77 feet to a highway monument;
Thence, South 23 Degrees 34 Minutes 45 Seconds West, 127.68 feet to a highway monument;
Thence, South 40 Degrees 36 Minutes 58 Seconds West, 238.35 feet to a highway monument;
Thence, South 73 Degrees 27 Minutes 43 Seconds West, 208.36 feet to a highway monument;

Thence, North 77 Degrees 34 Minutes 49 Seconds West, 349.68 feet to a highway monument;
Thence, South 13 Degrees 44 Minutes 44 Seconds West, 22.67 feet to an old iron rod;
Thence, North 79 Degrees 25 Minutes 00 Seconds West, 82.42 feet to a highway monument;
Thence, North 71 Degrees 32 Minutes 32 Seconds West, 99.33 feet to a highway monument;
Thence, North 72 Degrees 33 Minutes 39 Seconds West, 106.26 feet to an old iron rod;
Thence, with a curve turning to the right with an arc length of 90.61 feet, having a radius of 50.00 feet, a chord bearing of North 20 Degrees 28 Minutes 28 Seconds West, and a chord length of 78.71 feet which is the point of beginning and having an area of 500,338 square feet or 11.49 Acres.

IT BEING the same property conveyed to Grantor by Deed signed by T & M Briley Development, LLC, a Tennessee limited liability company, on February 13, 2006 and recorded on February 17, 2006 in the Register's Office of Davidson County, Tennessee as Instrument Number 20060217-0019423.

EXHIBIT B

PERMITTED EXCEPTIONS

(1) Non-delinquent real property taxes, water and sewer charges and all assessments (governmental and private) and unpaid installments thereof which are not yet due and payable, as of the date of this Deed, including, without limitation, liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et seq.

(2) Any matter (including any lien, encumbrance or easement) voluntarily imposed or consented to in writing by Grantee prior to or as of the date of such instrument, and easements, liens or encumbrances, or claims thereof, not shown by the public records.

(3) Laws and governmental regulations, including all building codes, zoning regulations and ordinances, that affect the use, operation and maintenance of the Property.

(4) Such state of facts affecting the land as may be shown on an accurate and current survey or by inspection of the Property.

(5) Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s), persons in possession and any parties claiming through the lessee(s) under the lease(s).

(6) Memorandum of Lease recorded at Instrument No. 20040701- 0078503, in the Register's Office of Davidson County, Tennessee.

(7) Memorandum of Lease recorded at Instrument No. 20050606-0063839, in the Register's Office of Davidson County, Tennessee.

(8) Ground Lease by and between T & M Briley Development, LLC, a Tennessee limited liability company, Landlord, and Kroger Limited Partnership I, an Ohio limited partnership, Tenant, as evidenced by First Amendment to Ground Lease recorded at Instrument No. 20060217-0019422, in the Register's Office of Davidson County, Tennessee.

(9) Declaration of Reciprocal Easements and Restrictions recorded at Instrument No. 20040922-0113796, in the Register's Office of Davidson County, Tennessee.

(10) Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat Book of Willowbrook Market Place, as recorded at Instrument No. 20040123-0009223, as amended by Surveyor's Certificate of Correction recorded at Instrument No. 20040825-0103096, both recordings in the Register's Office of Davidson County, Tennessee.

(11) Stormwater Detention Agreement recorded at Instrument No. 20030311-0032412, in the Register's Office of Davidson County, Tennessee.

(12) Property adjoins Briley Parkway and Interstate 24, both of which are controlled access highways to which there is not direct access for this property.

True Copy Certification

I, Tamara Pegues, 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 TN

County of SHELBY

Personally appeared before me, [Name of Notary], a notary public for this county and state, [name of person making certification] who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: _____
Notary' Seal (if on paper)

DARRIN F. BRANDSON
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

My Comm, Exp. 5/16/17