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This instrument prepared by:

Barack Ferrazzano Kirschbaum
& Nagelberg LLP
200 W. Madison Street, Suite 3900
Chicago, Illinois 60606

Bill Garrett Davidson County
Batch# 52505 DEEDWARRSP
01/29/2018 09:37:17 AM 11 pgs
Fees: $58.00 Taxes: $90,280.00
20180129-0008767

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS:
BVC OAKWOOD COMMONS LLC 162-5 North Main Street, Florida, NY 10921 Attn: Brent Hendrix	BVC OAKWOOD COMMONS LLC 162-5 North Main Street, Florida, NY 10921 Attn: Brent Hendrix	06416002800 06416002000 06416002700

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, BRIXMOR OAKWOOD COMMONS LLC, a Delaware limited liability company ("**Grantor**"), has this day bargained and sold, and does hereby transfer and convey unto BVC OAKWOOD COMMONS LLC, a Delaware limited liability company, the said Grantee herein, its successors, heirs and assigns, the following described real property:

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**");

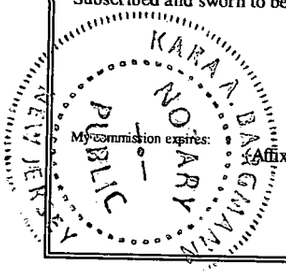
TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "**Property**").

STATE OF New Jersey
COUNTY OF Bergen

The actual consideration or value whichever is greater, for this transfer is $24,400,000.00

Affiant _____

Subscribed and sworn to before me this the 23 day of January, 2018



My commission expires: (Affix Seal)

Notary Public _____

KARA A. BARGMANN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50066005
My Commission Expires 8/10/2022

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

Grantor further covenants and binds itself, its heirs and representatives, to warrant and forever defend the title to said Property 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 ON NEXT PAGE]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this ___ day of January, 2018.

GRANTOR:

BRIXMOR OAKWOOD COMMONS LLC,
a Delaware limited liability company

By:
Name: Steven Siegel
Title: Executive Vice President

NOTARY ACKNOWLEDGEMENT

State of New York, County of New York} ss.:

On the 23rd day of January the year 2018 before me, the undersigned, personally appeared Steven Siegel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Lisa M Quiroga
Notary Public Sign and affix stamp

LISA M QUIROGA
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN NEW YORK COUNTY
LIC. #01QU6257360
COMMISSION EXPIRES MARCH 26, 2020

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hermitage, County of Davidson, State of Tennessee.

Tract 1-Fee:

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, more particularly described as follows:

Beginning at an iron pin on the east boundary line of Reserved Parcel "A", Jackson Square, Section Five, revised, as recorded in Plat Book 5800, page 159, Register's Office for Davidson County, Tennessee, that is North 1 degree 30 minutes 19 seconds East, 596.96 feet from a concrete monument on the north right-of-way line of Lebanon Pike at the southeast corner of Jackson Square Commercial Subdivision, Section Two, as recorded in Plat Book 4885, page 2, said Register's Office; thence,

1. With the east boundary line of Jackson Square, Section Five, revised North 1 degree 30 minutes 19 seconds East, 340.00 feet to a concrete monument in Gilbert S. Merritt's south property line; thence

2. With Merritt's south line, South 87 degrees 09 minutes 53 seconds East, 705.63 feet to a concrete monument; thence

3. With the boundary line with Charles H. Turner as recorded in Deed Book 4019, page 217, said Register's Office, South 6 degrees 08 minutes 21 seconds West, 124.86 feet; thence,

4. North 87 degrees 42 minutes 39 seconds West, 340.73 feet; thence,

5. South 2 degrees 11 minutes 53 seconds West, 209.98 feet; thence,

6. North 87 degrees 29 minutes 48 seconds West, 352.17 feet to the point of beginning and containing 163,614 square feet or 3.756 acres.

Being the same property conveyed to Centro Heritage Oakwood Commons LLC, a Delaware limited liability company by deed of record in Instrument No. 20070123-0009196, in Register's Office of Davidson Country, Tennessee. Pursuant to Certificate of Amendment of record in Instrument No. 20140114-0003759, said Register's Office, said Centro Heritage Oakwood Commons LLC is now known as Brixmor Oakwood Commons LLC.

Tract 2-Leasehold:

Short Form Lease dated April 21, 1987, between Charles H. Turner and Virginia W. Turner and The Mitchell Company of record in Book 7210, page 942, said Register's Office, subject to Assignment of Ground Lease executed between Charles H. Turner and wife, Virginia W. Turner,

and The Mitchell Company, of record in Book 7554, page 635, said Register's Office, and Assignment of Lessor's Interest in Ground Lease from The Mitchell Company to William J. McCarthy, John J. McCarthy, Jr., John E. Amaral and Robert M. Sullivan as Trustees of Net Realty Holding Trust, a trust organized pursuant to a Declaration of Trust dated as of July 1, 1970, of record in Book 7877, page 359, said Register's Office; and Amendment to Short Form Lease between Charles H. Turner and Virginia W. Turner and The Mitchell Company of record in Book 7877, page 324, said Register's Office; and to Assignment of Lessee's Interest in Ground Lease of record in Book 7877, page 353, said Register's Office. (Tract 2)

Said Lease was assigned to and assumed by Heritage Realty Limited Partnership by Assignment and Assumption of Lease from Net Realty Holding Trust, of record in Book 11567, page 303, Register's Office of Davidson County, Tennessee.

Said Lease was assigned to and assumed by Heritage SPE LLC from Heritage Property Investment Limited Partnership by Assignment and Assumption of Lease of record as Instrument No. 200009280096131, Register's Office of Davidson County, Tennessee.

Collateral Assignment as of record in Instrument No. 20000928-0096134. (Tract 2)

Said Leasehold Interest is located on the land described as follows:

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, more particularly described as follows:

Beginning at the concrete monuments on the north right-of-way line of Lebanon Pike, U.S. 70N at the southeast corner of Lot A, Jackson Square Commercial Subdivision, Section Two, as recorded in Plat Book 4885, page 2, Register's Office for Davidson County, Tennessee; thence,

1. With the east boundary line of Section Two, Jackson Square Commercial Subdivision, Section Three, Jackson Square Commercial Subdivision as recorded in Plat Book 4885, page 117, and Section Five. Jackson Square as recorded in Plat Book 5800, page 159, said Register's Office, N 1 deg. 30'19"E, 596.96 feet to an iron pin; thence,

2. With the common boundary line of the property of Tract 1 above as recorded in Deed Book 7730, page 679, and the property of Charles H. Turner as recorded in Deed Book 4019, page 217, said Register's Office, S 87 deg. 29'48"E, 352.17 feet; thence,

3. N 2 deg. 11'53"E, 209.98 feet; thence,

4. S 87 deg. 42'39"E, 340.73 feet; thence,

5. N 6 deg. 08'21"E, 200.00 feet to a concrete monument; thence,

6. S 87 deg. 24'39"E, 238.83 feet to a concrete monument; thence,

7. S 5 deg. 31'56"W, 215.18 feet; thence,

8. S 5 deg. 15'17"W, 363.77 feet; thence,

9. S 4 deg. 27'40"W, 425.37 feet to an iron pin on the north right-of-way line of Lebanon Pike; thence

10. With the north right-of-way line, N 87 deg. 29'41"W, 618.57 feet to a concrete monument; thence,

11. 270.99 feet along the arc of a curve to the left having a radius of 21,537.90, a central angle of 0 deg. 43'15" and a chord bearing and distance of N 88 deg. 20'55'W, 270.99 feet to the point of beginning and containing 706,437 square feet or 16.218 acres.

Being the same property conveyed to Charles H. Turner and wife, Virginia W. Turner by Deed of record in Book 4019, page 217, Register's Office for Davidson County, Tennessee.

Tract 3-Fee:

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, being a portion of land formerly owned by Gilbert S. Merritt as of record in Deed Book 1302, page 218, Register's Office for Davidson County, Tennessee. Said tract is a portion of Lot No. 1 and all of Out-Parcel 1 on the Final Plat of Oakwood Commons as of record in Plat Book 6900, page 639, said Register's Office, and more particularly described as follows:

Beginning at an existing iron pin on the north right-of-way line of Lebanon Pike, U.S. 70, the southeast corner of Out-Parcel 2 and proceeding as follows:

1. Leaving the north right-of-way line of Lebanon Pike and with the property line of Out-Parcel No. 2 North 2 degrees 50 minutes 07 seconds East, 158.04 feet to a concrete monument set; thence,

2. North 87 degrees 09 minutes 53 seconds West, 68.00 feet to a concrete monument set; thence

3. 100.52 feet along the arc of a curve to the right, having a radius of 261.80 feet, a central angle of 21 degrees 59 minutes 59 seconds and a chord bearing and distance of North 76 degrees 09 minutes 54 seconds West, 99.91 feet to a concrete monument set; thence

4. 118.68 feet along the arc of a curve to the left, having a radius of 309.08 feet, a central angle of 21 degrees 59 minutes 59 seconds and a chord bearing and distance of North 76 degrees 09 minutes 54 seconds West, 117.95 feet to a concrete monument set; thence,

5. North 87 degrees 09 minutes 53 seconds West, 10.39 feet to a point, said point is the original common property line of Charles H. Turner as of record in Deed Book 4019, page 217, said Register's Office, and Merritt's; thence

6. Leaving the property line of Out-Parcel 2 and with Turner's property line North 4 degrees 27 minutes 40 seconds East, 226.55 feet to a point; thence,

7. Continuing with said common line North 5 degrees 15 minutes 17 seconds East, 363.77 feet to a point; thence

8. North 5 degrees 31 minutes 56 seconds East, 139.05 feet to a concrete monument set; thence,

9. Leaving Turner's easterly property line South 87 degrees 09 minutes 53 seconds East, 556.06 feet to a concrete monument set; thence,

10. South 62 degrees 49 minutes 52 seconds East, 57.53 feet to a concrete monument set; thence

11. 355.65 feet along the arc of curve to the right having a radius of 290.58 feet, a central angle of 70 degrees 07 minutes 38 seconds and a chord bearing and distance of South 27 degrees 46 minutes 03 seconds East, 333.86 feet to a concrete monument set; thence

12. South 7 degrees 17 minutes 46 seconds West, 288.03 feet to a concrete monument set; thence

13. 206.43 feet along the arc of a curve to the left having a radius of 1404.62 feet, a central angle, of 8 degrees 25 minutes 13 seconds and a chord bearing and distance of South 3 degrees 05 minutes 10 seconds West, 206.24 feet to a concrete monument set; thence,

14. South 1 degree 07 minutes 27 seconds East, 103.50 feet to a concrete monument set; thence,

15. 40.01 feet along the arc of a curve to the right having a radius of 25.00 feet, a central angle of 91 degrees 42 minutes 14 seconds and a chord bearing and distance of South 44 degrees 43 minutes 40 seconds West 35.88 feet to a concrete monument set; thence,

16. Westwardly, with the north right-of-way line of Lebanon Pike, 115.50 feet along the arc of a curve to the right having a radius of 1874.86 feet, a central angle of 3 degrees 31 minutes 47 seconds and a chord bearing and distance of North 87 degrees 39 minutes 20 seconds West, 115.48 feet to a concrete monument set; thence,

17. North 85 degrees 53 minutes 27 seconds West, 174.71 feet to a concrete monument set; thence,

18. 184.29 feet along the arc of a curve to the left having a radius of 17,225.00 feet, a central angle of 0 degrees 36 minutes 47 seconds and a chord bearing and distance of North 86 degrees 11 minutes 50 seconds West, 184.29 feet to the point of beginning and containing 662.532 square feet or 15.210 acres, more or less.

Together with Declaration of Easements dated August 25, 1987, between Andrew Jackson Food Enterprises, Inc., and The Mitchell Company, granting easements for vehicular and pedestrian access in favor of the subject property, parking easements over the subject property, and the covenants and restrictions set forth therein, of record in Book 7513, page 191, said Register's

Office; as amended by Amendment to Declaration of Easements of record in Book 7566, page 627, said Register's Office, and as further amended by Second Amendment to Declaration of Easements of record in Book 7733, page 57; said Register's Office and assigned in part as to certain off-site easement rights by The Mitchell Company to First Suburban Water Utility District of Davidson County, Tennessee (Cumberland Utility District) by Assignment of record in Book 7622, page 405, said Register's Office. (The documents described in this paragraph relate to Tracts 1 and 2 and to an easement appurtenant to Tract 1.)

Being the same property conveyed to Centro Heritage Oakwood Commons LLC, a Delaware limited liability company by deed of record in Instrument No. 20070123-0009196, in Register's Office of Davidson Country, Tennessee. Pursuant to Certificate of Amendment of record in Instrument No. 20140114-0003759, said Register's Office, said Centro Heritage Oakwood Commons LLC is now known as Brixmor Oakwood Commons LLC.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Taxes for the year 2018 (a lien, due and payable, but not yet delinquent) and subsequent tax years.

2. Subject to all matters shown on the Plan of record in Plat Book 6900, Page 639, Register's Office for Davidson County, Tennessee.

3. Declaration of Easements dated August 25, 1987, between Andrew Jackson Food Enterprises, Inc., and The Mitchell Company, granting easements for vehicular and pedestrian access in favor of the subject property, parking easements over the subject property, and the covenants and restrictions set forth therein, of record in Book 7513, Page 191, Register's Office for Davidson County, Tennessee; as affected by Amendment to Declaration of Easements of record in Book 7566, Page 627, said Register's Office; Second Amendment to Declaration of Easements of record in Book 7733, Page 57, said Register's Office; and as affected by Assignment of Water Utility Easement of record in Book 7622, Page 405, said Register's Office.

4. Easement for vehicular and pedestrian ingress and egress granted to The Mitchell Company, an Alabama general partnership, by Charles H. Turner and wife, Virginia W. Turner, of record in Book 7839, Page 140, as assigned in Book 7839, Page 150, Register's Office for Davidson County, Tennessee.

5. Shopping Center Easement Agreement and Covenants of Restriction dated May 8, 1989, between McDonald's Corporation and The Mitchell Company of record in Book 7839, Page 163, Register's Office for Davidson County, Tennessee.

6. Restrictive Covenant dated November 4,1988, between The Mitchell Company and McDonald's Corporation of record in Book 7839, Page 155, Register's Office for Davidson County, Tennessee.

7. Public Utilities, Drainage Easement and Anchor Easement shown on the Plat of Resubdivision of Out-Parcel 3 and Out-Parcel 4 of Oakwood Commons of record in Plat Book 6200, Page 823, Register's Office for Davidson County, Tennessee (As To Tract 2).

8. Easement Agreement between The Mitchell Company and Gilbert S. Merritt, Jr. and Angie Cantrell Merrit Donelson of record in Book 7877, Page 328, Register's Office for Davidson County, Tennessee.

9. Short Form Lease dated April 21,1987, between Charles H. Turner and Virginia W. Turner and The Mitchell Company of record in Book 7210, Page 942, Register's Office for Davidson County, Tennessee; as affected by Assignment of Ground Lease executed between Charles H. Turner and wife, Virginia W. Turner, and The Mitchell Company, of record in Book 7554, Page 635, said Register's Office; as affected by Assignment of

Lessor's Interest in Ground Lease from The Mitchell Company to the insured of record in Book 7877, Page 359, said Register's Office; as affected by Amendment to Short Form Lease between Charles H. Turner and Virginia W. Turner and The Mitchell Company of record in Book 7877, Page 324, said Register's Office; as affected by Assignment of Lessee's Interest in Ground Lease, of record in Book 7877, Page 353, said Register's Office; as affected by Assignment and Assumption of Lease of record in Book 11567, Page 303, said Register's Office; as affected by Assignment and Assumption of Lease of record in Instrument No. 20000928-0096131, said Register's Office; Assignment and Assumption of Lease of record in Instrument No. 20070123-0009197, said Register's Office.

10. Easement as assigned to The Mitchell Company by Charles H. Turner and Virginia W. Turner dated January 31, 1989, of record in Book 7771, Page 414, Register's Office for Davidson County, Tennessee (As To Tract 2).

11. Storm Water Detention Agreement of record in Book 7457, Page 575, Register's Office for Davidson County, Tennessee.

12. Permanent Drainage Easement as shown on the Consent Judgment and Final Decree of the First Circuit Court of Davidson County of record in Book 6292, Page 183, Register's Office for Davidson County, Tennessee.

13. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 7618, Page 616, Register's Office for Davidson County, Tennessee.

14. Short Form Memorandum of Lease dated as of February 24, 1989, executed between The Mitchell Company and SouthTrust Bank of Middle Tennessee, as tenants only, without the option to purchase or the right of first refusal to purchase, of record in Book 7799, Page 973, as amended by Modification to Memorandum of Lease of record in Book 7877, Page 341, Register's Office for Davidson County, Tennessee.

15. Memorandum of Lease dated March 27, 1989, between The Mitchell Company and KFC National Management Company, as tenants only, without the option to purchase or the right of first refusal to purchase, of record in Book 7824, Page 596, Register's Office for Davidson County, Tennessee.

16. Memorandum of Lease of record at Book 7862, Page 833 as amended by Amendment to Memorandum of Lease, of record in Book 11099, Page 689; Assignment and Assumption of Lease in Book 11099, Page 702 and Instrument No. 20020815-0098968 and Recognition, Non-Disturbance & Attornment Agreement of record in Instrument No. 20020820-0100698, Register's Office for Davidson County, Tennessee. Said tenant referenced therein, as tenants only, without the option to purchase or the right of first refusal to purchase.

17. Memorandum of Lease by and between HERITAGE SPE LLC, a Delaware limited liability company, Lessor, and BED BATH & BEYOND INC., a New York corporation,

Lessee, dated June 18, 2004, of record as Instrument No. 20040721-0086986, as amended in Instrument No. 20140618-0053047, Register's Office for Davidson County, Tennessee; and terms and provisions of the underlying subject lease.

18. Memorandum of Lease by and between BRIXMOR OAKWOOD COMMONS, LLC, a Delaware limited liability company, Lessor, and SPECIALTY RETAILERS, INC., a Texas corporation, Lessee, dated February 12, 2015, of record as Instrument No. 20150303-0018477, Register's Office for Davidson County, Tennessee; and terms and provisions of the underlying subject lease.