This instrument was prepared by:

Greenberg Traurig, P.A.
401 E. Las Olas Blvd, Suite 2000
Fort Lauderdale, Florida 33301
Attention: Jonathan S. Gelman, Esq.

Karen Johnson Davidson County
Batch# 1150975 DEEDWARRSP
06/26/2024 09:47:30 AM 8 pgs
Fees: $43.00 Taxes: $6,937.50
20240626-0047730

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP/PARCEL NO.
CMDS TEXAS, LLC c/o Bessmer Trust 10250 Constellation Boulevard Suite 2600 Los Angeles, CA 90067 Attn: Real Estate Asset Manager	CMDS TEXAS, LLC c/o Bessmer Trust 10250 Constellation Boulevard Suite 2600 Los Angeles, CA 90067 Attn: Real Estate Asset Manager	034-06-0-103.00

THIS INDENTURE is made as of this 21st day of June, 2024, between BAI RIVERGATE LLC, a Delaware limited liability company, First Party, and CMDS TEXAS, LLC, a Delaware limited liability company, Second Party.

W I T N E S S E T H :

THAT SAID FIRST PARTY, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold, remised, released, and conveyed, and does by these presents grant, bargain, sell, remise, release, and convey unto Second Party, its successors and assigns, all of First Party's right, title and interest in and to the real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

with the hereditaments and appurtenances thereto appertaining (collectively, the "Property").

First Party covenants with Second Party that First Party is lawfully seized and possessed of the Property in fee simple, that First Party has a good and lawful right to convey the Property, and that the Property is unencumbered by First Party except as herein set forth to the contrary. First Party further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to Second Party, its successors and assigns, against the lawful claims of all persons claiming by, through or under First Party, but not otherwise; provided, however, that this conveyance and all covenants and warranties contained herein are subject to the matters set forth on **Exhibit "B"** attached hereto.

IN WITNESS WHEREOF, the said First Party has caused this instrument to be executed as of the day and year first above written.

BAI RIVERGATE LLC, a Delaware limited liability company

By: _____
Name: Amit Barnoon
Title: Manager

STATE OF New Jersey
COUNTY OF Bergen

Before me, Esther Baumohl a Notary Public in and for the State and County aforesaid, personally appeared AMIT BARNOON, 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 Manager of BAI RIVERGATE LLC, the within named bargainor, and that he as such Manager, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the entity by himself as such Manager.

Witness my hand, at office, this 19 day of June, 2024.

_____
Notary Public

My Commission Expires: 9-9-26

Esther Baumohl
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 9, 2026

[Signature Page to Special Warranty Deed]

STATE OF New Jersey
COUNTY OF Bergen

The actual consideration or value (whichever is greater) for this transfer is $1,875,000.00.

Affiant: AMIT BARNOON, as Manager

Subscribed and sworn to before me this the 19 day of June, 2024.

Notary Public

My Commission Expires: 9-9-26

Esther Baumohl
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 9, 2026

EXHIBIT "A" TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION

Tract I (Fee):

Being a certain tract of land lying in Davidson County, Tennessee, being Lot 4, as shown on the 2nd Re-subdivision of Lot 2, Rivergate Station Section 1, of record on Instrument No. 20211011-0136043, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being a portion of the same property conveyed to BAI Rivergate LLC, a Delaware limited liability company, by Deed of record in Instrument No. 20120409-0029666, in the Register's Office for Davidson County, Tennessee.

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 and restrictions of record in Book 7480, Page 965, Register's Office, Davidson County, Tennessee, as amended by first amendment to declaration of covenants, conditions and restrictions of record in Book 7537, Page 359, Register's Office, Davidson County, Tennessee.

(C) Declaration of covenants, conditions and restrictions of record in Book 7625, Page 632, Register's office, Davidson County, Tennessee, as amended by first amendment to declaration of covenants, conditions and restrictions of record in Book 7660, Page 478, Register's Office, Davidson County, Tennessee, as amended by second amendment to declaration of covenants, conditions and restrictions of record in Book 8194, Page 851, Register's Office, Davidson County, Tennessee, 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, Register's Office, Davidson County, Tennessee.

(D) Deed of Easement and covenant agreement of record in Book 7537, Page 401, Register's Office, Davidson County, Tennessee. 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, Register's Office, Davidson County, Tennessee;

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 degrees 53 minutes 15 seconds, a radius of 5774.58 feet, a tangent of 195.97 feet, and a chord of S 35 degrees 53 minutes 49 seconds 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 degrees 53 minutes 35 seconds, a radius of 5774.58 feet, a tangent of 45.00 feet, and a chord of S 38 degrees 17 minutes 14 seconds E, 90.00 feet;

Thence, leaving said right-of-way S 57 degrees 38 minutes 14 seconds W, 187.30 feet, to a point;

Thence, N 41 degrees 32 minutes 06 seconds W, 60.00 feet, to a point;

Thence, N 48 degrees 27 minutes 54 seconds E, 190.00 feet, to the point of beginning.

(E) Reciprocal Easement and restrictive covenant agreement of record in Instrument No. 20240124-0004840, in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B" TO SPECIAL WARRANTY DEED
PERMITTED EXCEPTIONS

1. Taxes for the year 2024, a lien not yet due and payable.

2. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the in the Declaration of Covenants, Conditions and Restrictions of record in Book 7480, Page 965, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions of record in Book 7537, Page 359, as affected by Agreed Variance of record in Instrument No. 20150605-0053209, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

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

4. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Declaration of Covenants, Conditions & Restrictions of record in Book 7625, Page 632, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Declaration of Covenants, Conditions & Restrictions of record in Book 7660, Page 478, Register's Office for Davidson County, Tennessee, as amended by Second Amendment to Declaration of Covenants, Conditions & Restrictions of record in Book 8194, Page 851, Register's Office for Davidson County, Tennessee, 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, Register's Office for Davidson County, Tennessee.

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

6. Terms and provisions of Lease Agreement dated September 2, 2015, by and between BAI Rivergate LLC, a Delaware limited liability company ("Landlord") and Burke's Outlet Stores, LLC, a Texas limited liability company ("Tenant"), as evidenced by the Short Form Lease of record in Instrument Number 20151001-0100081, in the Register's Office for Davidson County, Tennessee.

7. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems of record in Instrument Number 20210719-0096548, in the Register's Office for Davidson County, Tennessee.

8. Subject to all matters shown on the Plan of record as Instrument Number 20211011-0136043, Register's Office of Davidson County, Tennessee.

9. Terms and provisions of Ground Lease Agreement dated June 3, 2021, by and between BAI Rivergate LLC, a Delaware limited liability company ("Landlord") and Whataburger Restaurants LLC, a Texas limited liability company ("Tenant"), as evidenced by the Memorandum of Lease of record in Instrument No. 20220802-0087753, in the Register's Office for Davidson County, Tennessee.

10. Shared Access Easement Agreement between Whataburger Restaurants LLC, a Texas limited liability company, and BAI Rivergate LLC, a Delaware limited liability company, and BAI

Rivergate OP LLC, a Delaware limited liability company, of record in Instrument Number 20220816-0092974, in the Register's Office for Davidson County, Tennessee.

11. Terms, provisions, covenants, conditions, restrictions, and easements provided in the Reciprocal Easement and Restrictive Covenant Agreement of record in Instrument No. 20240124-0004840, in the Register's Office for Davidson County, Tennessee.

12. Common Area Maintenance Expense Agreement of record in Instrument No. 20240124-0004839, in the Register's Office for Davidson County, Tennessee.

13. Terms and provisions of Lease Agreement dated April 25, 1989, by and between Rivergate Station Inc. ("Landlord") and General Mills Restaurants, Inc., a Florida corporation ("Tenant"), as evidenced by the Memorandum of Lease of record in Book 7966, Page 17, as re-recorded in Book 8247, Page 433 and Amendment to Memorandum of Lease Instrument No. 20240422-0028496, in the Register's Office for Davidson County, Tennessee; as affected by subordination, Non-disturbance and Attornment Agreement of record in Instrument No. 20131023-0110623, Register's Office for Davidson County, Tennessee.

Tennessee Certification of Electronic Document

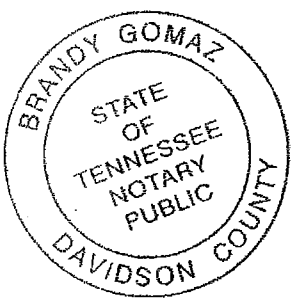
I, Teresa A. Beardsley, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 6/21/2024 (date of document).

Teresa A Beardsley
Affiant Signature

6/25/2024
Date

State of Tennessee
County of Williamson

Sworn to and subscribed before me this 25th day of June, 2024.



Brandy Gomaz
Notary's Signature

My Commission Expires: 5/5/25