Address New Owner:

1705 North Main
P.O. Box 1200
Mitchell, North Dakota 57301

Send Tax Bills To:

Randalls International, Inc.

Map-Parcel Numbers:

Field Book No. 02DU 16977
Map 163, Parcel 229

Pc/35

BOOK 7453 PAGE 704

This instrument prepared by: David P. Wallace, Troutman, Sanders, Lockerman & Ashmore, 127 Peachtree Street, N.E., Atlanta, Georgia 30043

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TWO MILLION FOUR HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED TWELVE AND 50/100 DOLLARS ($2,433,712.50) cash in hand paid, and other good and valuable considerations, the receipt, sufficiency, and adequacy of all of which are hereby acknowledged, HICKORY HOLLOW ASSOCIATES (the "Grantor"), a joint venture composed of Intereal Company and Cousins Real Estate Corporation ("Cousins") (Cousins having received an assignment of joint venture interest from Hickory Hollow Mall, Inc. dated December 31, 1986, a copy of which such assignment is attached hereto as Exhibit A) has bargained and sold, and by these presents does transfer and convey unto the said RANDALLS INTERNATIONAL, INC. (the "Grantee"), Grantee's heirs, successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described in Exhibit B which is attached hereto and incorporated herein by reference (the "Property"), subject to those items (the "Permitted Title Exceptions") set forth on Exhibit C attached hereto and incorporated by this reference.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the following:

STATE OF South Dakota
COUNTY OF Minnehaha

The actual consideration or value, whichever is greater, for this transfer is $2,433,712.50.

Affiant

Subscribed and sworn to me this 20th day of January, 1988.

Notary Public
My Commission Expires: 10/15/94

Real estate taxes for the current year and the Permitted Title Exceptions and building and zoning laws.

This is unimproved Property, known as a portion of Hickory Hollow and being the Parcel abovesaid.

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

And Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth in this Deed.

And Grantor further covenants and binds itself, to warrant and forever defend the title to the Property to the said Grantee, Grantee's heirs, successors and assigns against the lawful claims of all persons claiming by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor, a joint venture, has caused this Deed to be executed as of the 21st day of January, 1988, by the duly authorized officers of the parties to the joint venture.

GRANTOR:

HICKORY HOLLOW ASSOCIATES

By: Intereal Company

By: Sydney Kessler

Its: Vice Chairman

By: Cousins Real Estate Corporation

By:

Its: Sr Vice President

BOOK 7453 PAGE 706

STATE OF Tennessee

COUNTY OF Davidson

Before me, Loretta B. Lane, a Notary Public of the state and county aforesaid, personally appeared the Sydney F. Kebble of Intereal Company ("Intereal") with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged Intereal to be a member of the joint venture, Hickory Hollow Associates, the within named bargainor, and that he as such officer of such joint venturer executed the foregoing instrument for the purpose therein contained, by signing the name of the joint venture by Intereal as joint venturer.

WITNESS my hand and official seal, at Nashville, Tennessee, this 21 day of January, 1988.

Loretta B. Lane
Notary Public

My Commission Expires: 5/8/1991

NOTARY PUBLIC

BOOK 7453 PAGE 707

STATE OF Georgia

COUNTY OF Cobb

Before me, Rosemarie Fisher, a Notary Public of the state and county aforesaid, personally appeared the Sr. Vice President of Cousins Real Estate Corporation ("Cousins") with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged Intereal to be a member of the joint venture, Hickory Hollow Associates, the within named bargainor, and that he as such officer of such joint venturer executed the foregoing instrument for the purpose therein contained, by signing the name of the joint venture by Intereal as joint venturer.

WITNESS my hand and official seal, at Marietta, Georgia, this 21st day of January, 1988.

Rosemarie Fisher
Notary Public

My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires Aug. 27, 1990

EXHIBIT A

TRANSFER AND ASSIGNMENT OF INTEREST IN JOINT VENTURE

THIS TRANSFER AND ASSIGNMENT OF INTEREST IN JOINT VENTURE (the "Assignment") is made as of the 31st day of December, 1986, from HICKORY HOLLOW MALL, INC., a Georgia corporation ("Assignor"), to COUSINS REAL ESTATE CORPORATION, a Georgia corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Joint Venture Agreement of Hickory Hollow Associates, dated June 5, 1975, as amended on November 10, 1976, July 27, 1977, January 1, 1977, May 31, 1978, January 15, 1979, November 5, 1982, and June 20, 1984 (the "Joint Venture Agreement"), INTEREAL COMPANY, a Tennessee corporation ("Intereal") and Assignor formed Hickory Hollow Associates, a Georgia joint venture (the "Venture"), for the purpose of acquiring and developing a regional shopping center to be known as Hickory Hollow Mall; and

WHEREAS, in accordance with Section 8.01 of the Joint Venture Agreement, Assignor desires to withdraw from the Venture and transfer all of its 50% interest in the Venture to Assignee; and

WHEREAS, Intereal has heretofore consented to the transfer by Assignor to Assignee of Assignor's interest in the Venture, thereby waiving any and all right to notice or

right to first refusal that Intereal may have had by virtue of Section 8.01 of the Joint Venture Agreement; and

WHEREAS, in order to effectuate the withdrawal of Assignor from the Venture and to effectuate the admission of Assignee as the substitute venturer therefor, Assignor desires to transfer and assign to Assignee all of its right, title and interest in and to its 50% interest in the Venture and any other interest in the Venture which Assignor may own, all in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, for ten dollars ($10.00) paid in hand and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowleged, Assignor transfers, assigns and conveys unto Assignee, its successors, assigns and other designees, all of Assignor's right, title and interest in and to its entire 50% interest in the Venture and any other interest in the Venture which Assignor may own, including, but not limited to, all of its right, title and interest in and to the profits, losses, distributions, capital accounts, capital and cash flow of the Venture and the assets and properties of the Venture, tangible and intangible, real, personal and mixed, wherever located, together with all of the rights, privileges and benefits of Assignor pertaining thereto.

TO HAVE AND TO HOLD the said 50% interest in the Venture unto Assignee, its successors, assigns and designees, forever.

EXHIBIT A

Assignor hereby represents and warrants to Assignee, its successors, assigns and designees, that the said 50% interest in the Venture is hereby conveyed free and clear of all liens, claims, security interests, options, charges and encumbrances of any kind or nature whatsoever and Assignor hereby agrees to defend and indemnify the same unto Assignee, its successors, assigns and designees, forever against all claims or demands whatsoever.

This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors, assigns and designees.

Sworn to, subscribed and delivered before the undersigned this 31st day of December, 1986.

Unofficial Witness

Notary Public

My Commission Expires: May 21, 1989

[NOTARIAL SEAL]

"ASSIGNOR"

HICKORY HOLLOW MALL, INC., a Georgia corporation

By:
Its: S. V. P.

Sworn to, subscribed and delivered before the undersigned this 31st day of December, 1986.

Unofficial Witness

Notary Public

My Commission Expires: Notary Public, Georgia, State at Large
My Commission Expires June 19, 1988

[NOTARIAL SEAL]

"ASSIGNEE"

COUSINS REAL ESTATE CORPORATION, a Georgia corporation

By:
Its:

EXHIBIT A

EXHIBIT B

RESERVE PARCEL L
HICKORY HOLLOW MALL

Being a parcel of land in the First Civil District, Nashville, Davidson County, Tennessee, lying east of Bell Road, north of Hickory Hollow Parkway and west of Mt. View Road, more particularly described as follows:

BEGINNING at the common southerly corner between subject property and Prudential Insurance Company of America, as of record in Book 5890, Page 357, and being a point in the north margin of Mt. View Parkway;

THENCE, with said parkway, S 88° 52' W, 74.08 feet;

THENCE, with a curve to the left having a central angle of 43° 41' 45", a radius of 321.00 feet, and a curve length of 244.81 feet;

THENCE, S 45° 10' 15" W, 74.63 feet;

THENCE, with a curve to the right having a central angle of 84° 12' 14", a radius of 35.00 feet, and a curve length of 51.44 feet to a point in the north margin of Hickory Hollow Parkway;

THENCE, with Hickory Hollow Parkway along a curve to the left in a northwesterly direction, said curve having a central angle of 59° 51' 23", a radius of 700.00 feet, and a curve length of 731.28 feet;

THENCE, with a curve to the right having a central angle of 32° 43' 15", a radius of 600.00 feet, and a curve length of 342.65 feet to the extreme southerly corner of Kimco of Hickory Hollow, Inc., as of record in Book 5365, Page 153, R.O.D.C., Tennessee;

THENCE, with the southeast line of Kimco and Aetna Life Insurance Company, as of record in Book 5458, Page 850, N 49° 53' 54" E, 259.62 feet;

THENCE, N 31° 15' E, 286.00 feet;

THENCE, S 83° 33' 42" E, 432.64 feet to a point in the south line of Bell Forge Square, Ltd., as of record in Book 6303, Page 923, R.O.D.C., Tennessee;

THENCE, continuing with the south line of Bell Forge Square, S 84° 03' 53" E, 320.99 feet to the northwest corner of Prudential Insurance Company of America;

EXHIBIT B

THENCE, with the west line of Prudential, S 00° 21' W, 459.42 feet to the point of beginning.

Containing 11.51 acres, more or less.

IDENTIFICATION REFERENCE
9 9 2 9 7
JAN 21 2 35 PM '88
DAVIDSON COUNTY, TN

EXHIBIT B

EXHIBIT C

Permitted Title Exceptions BOOK 7453 PAGE 713

Site "L"

1. Columbia Gulf Pipeline Easement recorded in Book 2203, page 577, R.O.D.C., Tennessee (see Partial Release in Book 5118, page 792).

2. 10-foot public utility easement along the northerly, easterly, and part of the southerly boundary lines of the subject parcel.

3. 20-foot public utility and landscaping easement along the southeasterly boundary line of the subject parcel.

4. Ad valorem real property taxes for 1986 and subsequent years.

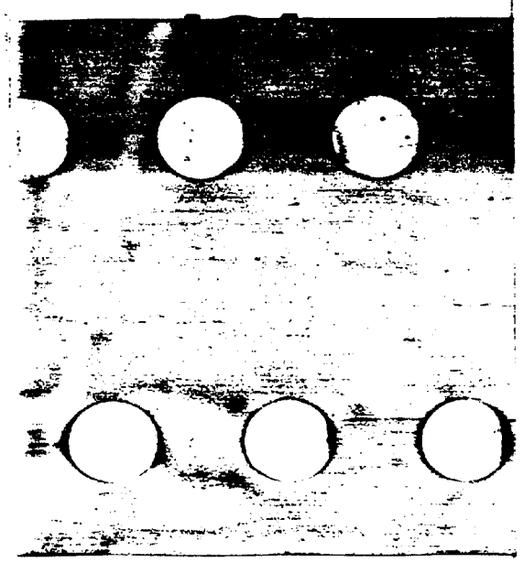
5. Building and zoning laws and restrictions affecting the subject parcel.

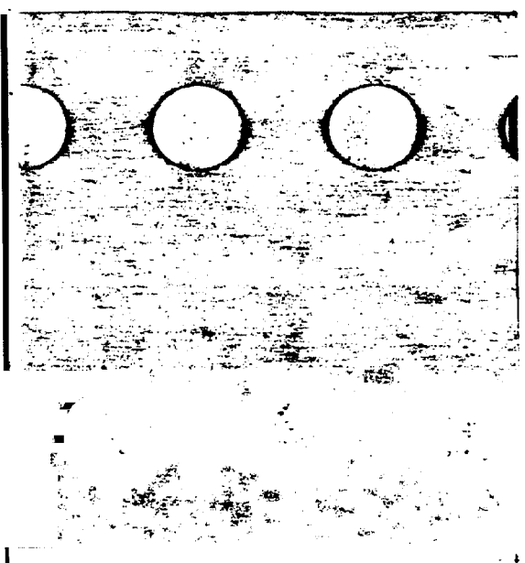
6. Restated and Amended Declaration of Protective Covenants for Hickory Hollow dated May 11, 1979, and recorded in Book 5441, page 958, R.O.D.C., Tennessee, a copy of which is attached hereto and made a part hereof.

[redacted]

[redacted]

[redacted]





OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7453 PAGE 714

CO - CONVEYANCE MO - MORTGAGE WD - WARRANTY DEED TD - TRUST DEED	CC - CERTIFIED COPY REL - RELEASE UCC - UNIFORM COMMERCIAL CODE	MISC - MISCELLANEOUS CO TAX - STATE TAX CONVEY MO TAX - STATE TAX MORT PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
	CO	2,433,712.00		

CON TX 6804.36
ERR CO
CON TX 6804.36-
CON TX 6814.36
PRFEE 0.50
WDEED 30.00
TOTAL 6844.86
CHECK 6844.86

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

01/21/98 01 14:39 0001 0254

9.9.2.9.7.

IDENTIFICATION REFERENCE

JAN 21 2 35 PM '98

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 55191