QUITCLAIM DEED BOOK 9408 PAGE 983

Address New Owner:	Map-Parcel Number	Send Tax Bills To:
Cain-Sloan, Inc. 1600 Cantrell Road Little Rock, Arkansas 72201	Tract I: Map 117-14, Parcel 50.1; Tract II: Map 117-14, Parcels 92, 93, 94, 95, 96, 97.	Cain-Sloan, Inc. P. O. Box 486 Little Rock, Arkansas 72203-0486
This instrument prepared by: Phillip A. Pesek, Assistant General Counsel, Dillard Department Stores, Inc., 1600 Cantrell Rd., Little Rock, Arkansas 72201		

WHEREAS,

1. Grantor, Alstores Realty Corporation, was formally a Delaware corporation, and as such was the owner of various tracts of real property including the properties described in Exhibit A hereto (the "Property"), which were conveyed by those two separate Warranty Deeds, both from The Cain-Sloan Company, a Tennessee corporation to Grantor and recorded in Book 3950, Page 35 and Book 3864, page 891 in the Register's Office of Davidson County, Tennessee.

2. Grantee, Cain-Sloan, Inc., formerly CAC XX, Inc., also a Delaware corporation, was one of the stockholders of Grantor.

3. Pursuant to the unanimous written consent of all of its stockholders, Grantor was dissolved on December 31, 1986, pursuant to a Plan of Complete Liquidation and Dissolution duly adopted on the same date.

4. In furtherance of the dissolution of the corporation, Grantor and Grantee entered into a certain Assignment and Assumption agreement, dated as of December 31, 1986 (the "Assignment"), by which Grantor assigned certain assets, including the Property, to Grantee as a liquidating distribution. A true copy of the Assignment is attached hereto as Exhibit B.

5. By inadvertence, a formal deed to the Property was not executed by Grantor at the time of its dissolution.

6. By order of the Chancery Court of New Castle County, Delaware, duly entered on May 17, 1994, in the matter of Alstores Realty Corporation, C.A. No. 13521, a certified copy of which is of record in Book 9357 page 773 of the Real Estate Records, Register's Office of Davidson County, Texas, Ronald Tysoe was appointed Trustee of the Grantor with specific authority to execute a quitclaim deed conveying the Property to the Grantee.

NOW, THEREFORE, in consideration of the above-stated premises and in order to complete the dissolution of Grantor and the distribution of its assets to its shareholders, the Grantor,

acting by and through its duly appointed Trustee, Ronald Tysoe, does hereby convey all right, title and interest Grantor may have in the Property unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this quitclaim deed to be executed on this 31st day of MAY, 1994.

Ronald Tysoe, Trustee for
Alstores Realty Corporation

STATE OF OHIO)
)
COUNTY OF HAMILTON)

Personally appeared before me, GARY A. WEBB, Notary Public, Ronald Tysoe, Trustee for Alstores Realty Corporation, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of MAY, 1994.

Notary Public

My Commission Expires:

GARY A. [illegible]
NOTARY PUBLIC
[illegible]

STATE OF OHIO

WHEN DOCUMENT RECORDED,
SEND TO:

Phillip A. Pesek
Legal Department
Dillard Department Stores, Inc.
1600 Cantrell Rd.
Little Rock, Arkansas 72201

STATE OF OHIO)
)
COUNTY OF HAMILTON)

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The actual consideration for this Quitclaim Deed is $0.00.

Ronald Tysoe

Subscribed and sworn to before me this 7th day of MAY, 1994.

Notary Public
My Commission Expires:_____

NOTARIAL SEAL • OHIO • STATE OF

TRACT NO. I: A certain tract or parcel of land in Davidson County, State of Tennessee, being a part of a 20 foot reserved strip along the easterly margin of Cleghorn Avenue, as shown on the Plan of HILLSBORO VIEWS DEVELOPMENT COMPANY SUBDIVISION, of record in Book 974, page 64, Register's Office for said County, being the south part of Lot No. 1 in the Subdivision of Lot No. 11 of the Andrew Castleman Lots, as of

record in Minute Book "J", page 30, County Court for said County, and part of Lot No. 12 on said plan of Andrew Castleman Lands, described together according to a survey of Barge-Waggoner & Sumner, Engineers, dated October 20, 1965, as follows:

BEGINNING at a concrete monument in the northwest intersection of Abbott Martin Road, as widened, and Green Hills Village Drive; thence with the margin of Abbott Martin Road, North 87° 55' West 630.40 feet to a point at the beginning of a curve at the entrance to Cleghorn Avenue; thence around said curve, northwesterly 26.08 feet to a point in the easterly margin of Cleghorn Avenue; thence with the margin of the same, North 19° 32' East 420 feet to a point; thence leaving said Avenue, South 87° 09' 32" East 454.75 feet to a point; thence South 87° 45' East 197.05 feet to a point in the westerly margin of Green Hills Village Drive; thence with the margin of the same, South 19° 50' West 433.85 feet to the point of beginning

Being the same property conveyed to ALSTORES REALTY CORPORATION, a Delaware Corporation, by deed from The Cain-Sloan Company, a Tennessee Corporation, of record in Book 3864, page 891, said Register's Office.

TRACT NO. II: Land in Davidson County, Tennessee, being Lots No. 9, 10, 11, 12, 13 and 14, Block "A", Map of WATERS PLACE, of record in Book 1130, page 32, Register's Office for said County, described together according to a survey of Barge, Waggoner & Sumner, Engineers, dated October 20, 1965, as follows:

BEGINNING at an iron pin in the southerly margin of Abbott Martin Road at the common corner of Lots No. 14 and 15 on said Plan; thence with the margin of said Road, South 87° 55' East 358.8 feet to an iron pin; thence South 2° 23' West 200 feet to an iron pin; thence North 87° 55' West 359.6 feet to an iron pin; thence North 2° 36' East 200 feet to the point of beginning.

Being the same property conveyed to ALSTORES REALTY CORPORATION, a Delaware Corporation, by deed from The Cain-Sloan Company, a Tennessee Corporation, of record in Book 3950, page 35, said Register's Office.

Exhibit "A"

RECORDERS MEMO
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ANNEX A-3

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ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of December 31, 1986 (this "Agreement"), between Alstores Realty Corporation, a Delaware corporation, as assignor ("Assignor"), and the corporation named in Schedule A, as assignee ("Assignee").

In consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assets. As of the date hereof, Assignor hereby transfers, sets over, assigns, releases, delivers and confirms unto Assignee, its successors and assigns forever, and Assignee hereby acquires and accepts, all right, title and interest of Assignor in and to all properties, rights and assets identified in Schedule B (collectively, the "Assets").

2. Assumption of Liabilities. Assignee hereby assumes and agrees to pay, perform and discharge the claims, obligations and liabilities described in Schedule C (collectively the "Liabilities"), all as the same shall exist as of the date hereof.

3. Further Assurances. From and after the date hereof, upon request of Assignee, Assignor shall do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, powers of attorney and other instruments and papers as may be required

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Exhibit "B"

to assign, transfer, convey and deliver to and vest in Assignee and protect its right, title and interest in and to and its employment of the Assets and as may otherwise be appropriate to carry out the transactions contemplated by this Agreement.

4. Power of Attorney from Assignor to Assignee. Assignor hereby constitutes and appoints Assignee, and its successors or assigns, the true and lawful attorney-in-fact of Assignor with full power of substitution, in the name of Assignor or in the name of Assignee but on behalf of and for the benefit of and at the expense of Assignee to collect for the account of Assignee all receivables and other items transferred or assigned to Assignee pursuant to this Agreement, and to endorse with the name of Assignor or otherwise any checks received on account of any such receivables or other items; to institute and prosecute, in the name of Assignor or otherwise, all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Assets; to defend and compromise any and all actions, claims or proceedings in respect of any of the Liabilities; and to do all such acts and things in relation thereto as Assignee shall deem advisable. Assignor agrees that the foregoing powers are coupled with an interest and shall be irrevocable by Assignor.

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5. Limitation of Liability. Assignor does not and shall not be deemed to have made any representations or warranties with respect to the Assets or the Liabilities. From and after the date hereof, Assignor shall not have any obligation or liability with respect to, or arising out of, the Assets or Liabilities, and Assignee hereby releases Assignee from any such obligation or liability.

6. Indemnification. Assignee hereby indemnifies Assignor and its directors, officers and employees and its stockholders other than Assignee against, and saves them harmless from, any and all Liabilities, and any and all suits, proceedings, demands, judgments, damages, expenses and costs which such parties may incur by reason of the failure of Assignee to pay, discharge or perform any Liability to the extent that Assignee has agreed to so pay, discharge or perform such Liability pursuant to this Agreement.

7. Rights of the Parties. Except as provided in Section 6 with respect to directors, officers, employees and other stockholders of Assignor, nothing herein contained, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, corporation or other entity, other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason hereof, and all the terms, covenants and

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conditions, promises and agreements herein contained shall be for the sole and exclusive benefit of and shall bind Assignor and Assignee and their respective successors and assigns.

8. Miscellaneous. (a) This instrument contains the entire agreement between the parties hereto with respect to the assignment of the Assets, the assumption of Liabilities and the other transactions contemplated herein.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, and all of which shall together constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ALSTORES REALTY CORPORATION

by _____

Title: Vice President

CAC XX, INC.

by _____

Title: Vice President

SCHEDULE A

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NAME OF ASSIGNEE

CAC XX, INC., a Delaware corporation.

ASSETS BEING ASSIGNED TO ASSIGNEE

All right, title and interest of Assignor in and to all properties, rights and assets of every kind and nature whatsoever which are used or held for use by or in connection with the business and operations of The Cain-Sloan Company, including without limitation:

(i) all real property, improvements on real property, real property leases or subleases, leasehold improvements, and fixtures;

(ii) all inventory, equipment, furniture, and other tangible personal property;

(iii) all cash, bank accounts, receivables from customers and other current receivables;

(iv) all insurance policies; and

(v) all books and records.

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LIABILITIES BEING ASSUMED BY ASSIGNEE

All debts, obligations, contracts and liabilities of every kind, character or description whether accrued, absolute, known or unknown, contingent or otherwise of Assignor which are attributable to or arise in connection with the business, operations and ownership of the Assets.

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IDENTIF. & REFERENCE
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REGISTER
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