BOOK 11565 PAGE 224

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OWNER/RESPONSIBLE TAXPAYER:

Carson Pirie Holdings, Inc.
c/o Saks Incorporated
750 Lakeshore Parkway
Birmingham, Alabama 35211

Tax Parcel No. 163-223

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Alston & Bird LLP
One Atlantic Center
1201 W. Peachtree Street
Atlanta, Georgia 30309-3424

Attn: Glenda Gail Bugg, Esq.

QUITCLAIM

THIS INDENTURE made as of June 28, 1999, between SAKS STORES PARTNERSHIP L.P., a Tennessee limited partnership, *First Party*, and CARSON PIRIE HOLDINGS, INC., a Delaware corporation, *Second Party*;

WITNESSETH:

THAT SAID FIRST PARTY, for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00), and other good and valuable consideration, to it in hand paid by said Second Party, the receipt of which is hereby acknowledged, does hereby bargain, sell, remise, release, quitclaim and convey unto Second Party, the real property (the "Property"),described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

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

SAKS STORES PARTNERSHIP L.P.

By: McRae's, Inc., General Partner

By: _____
Name: Brian J. Martin
Title: President

(Corporate Seal)

STATE OF Alabama)
) SS:
COUNTY OF Jefferson

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, Brian J. Martin, 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 President of McRae's, Inc., the general partner of SAKS STORES PARTNERSHIP L.P., the within named bargainor, a limited partnership, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation on behalf of the partnership by himself as President.

WITNESS my hand and official seal at office this 28th day of June, 1999.

My Commission Expires:

12/10/2001

_____
Notary Public

(NOTARY SEAL)

I hereby swear or affirm that the actual consideration ~~or true value of~~ for this transfer, ~~whichever is greater~~ is $ 0.00 and no transfer tax is due per Tennessee Code Section 67-4-409(a)(4). The grantee hereunder is a wholly owned subsidiary of the same parent as the grantor.

AFFIANT

Subscribed and sworn to before me this 28th day of June, 1999.

My Commission Expires:

12/10/2001

Notary Public

(NOTARY SEAL)

Exhibit A
Real Property

Hickory Hollow Mall

Land in Davidson County, Tennessee, being Lot No. 3 on the Plan of Resubdivision of Lots 1, 3 and Parcel 352, Section One, Hickory Hollow Mall, of record in Book 7900, page 280, Register's Office for Davidson County, Tennessee.

Together with appurtenant easement created by the following instruments:

Operating Agreement of record in Book 5098, page 17, said Register's Office.

First Amendment to Operating Agreement, of record in Book 5318, page 780, in said Register's Office.

Second Amendment to Operating Agreement, of record in Book 8416, page 738, said Register's Office.

Grantor received title to the property by Quitclaim Deed recorded in Book 11146, page 409, Deed Records of Davidson County, Tennessee.