FOR RECORDING PURPOSES

LTIC File No. 35252

STATE OF ~~TENNESSEE~~ NJ
COUNTY OF morris

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSACTION IS $4,219,625.00

Affiant

Cathleen H. Giordano

SUBSCRIBED AND SWORN TO BEFORE ME, THIS DATE: October 16, 2006

Notary Public

MAUREEN T. SENIUS
A Notary Public of New Jersey
My Commission Expires May 1, 2011

COMMISSION EXPIRES:

CORPORATE FORM
WARRANTY DEED

THIS INSTRUMENT PREPARED BY:

Riker Danzing Scherer Hyland & Perretti LLP
Headquarters Plaza
One Speedwell Avenue
Morristown, New Jersey 07962-1981
Attn: Victoria A. Morrison, Esq.

Davidson County DEEDWARR
Recvd: 02/26/07 13:48 6 pgs
Fees:33.00 Taxes:15612.61

20070226-0023587

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER:
VNO TRU HICKORY HOLLOW L.P.	VNO SURPLUS 2006, LLC	163/286
888 Seventh Avenue, 44th Floor	210 Route 4 East	
New York, New York 10019	Paramus, New Jersey 07652	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND IN OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, TOYS "R" US-DELAWARE, INC., a Delaware corporation, successor in interest by name change to Toys "R" Us, Inc., a Delaware corporation, f/k/a TRU Realty Corporation

HEREINAFTER CALLED THE **GRANTOR(S),** HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO, VNO TRU HICKORY HOLLOW L.P., a Delaware limited partnership

HEREINAFTER CALLED THE **GRANTEE(S),** THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, SUBJECT TO THE PERMITTED ENCUMBRANCES LISTED IN EXHIBIT B, AND THE RESTRICTIVE COVENANTS LISTED IN EXHIBIT C, BOTH OF WHICH ARE ATTACHED HERETO AND MADE A PART HEREOF. SAID LAND IS DESCRIBED AS FOLLOWS TO WIT:

PLEASE SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF, FOR A LEGAL DESCRIPTION OF THE CONVEYED LAND.

THIS IS (X) IMPROVED (___) UNIMPROVED PROPERTY KNOWN AS: 5255 Hickory Hollow Parkway, Antioch, TN

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining to the said GRANTEE, its heirs or successors and assigns in fee simple forever. The said GRANTOR does hereby covenant with the said GRANTEE that it is lawfully seized in fee of the aforesaid real estate; that it has a good right to sell and convey the same; that the same is unencumbered, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons. 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.

WITNESS, this date: October 15, 2006

TOYS "R" US-DELAWARE, INC.,
a Delaware Corporation

By: Michael L. Tumolo

Name: Michael L. Tumolo

Title: Vice President - Real Estate Counsel

NOTARY ACKNOWLEDGEMENT

(Corporate Notary Acknowledgement)
STATE OF NEW JERSEY
COUNTY OF ~~PASSAIC~~ Morris

Before me, the undersigned , a Notary Public within and for the State and County aforesaid, personally appeared Michael C. Tuma with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and upon oath acknowledged himself/herself/themselves to be the VP-Real Est. Counsel of the Toys "R" Us-Delaware, Inc. a corporation, and that as such VP-Real Est. Counsel being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation.

Witness my hand and official seal at office at Morristown, New Jersey on this date of October 11, 2006.

Notary Public

MAUREEN T. SENIUS
A Notary Public Of New Jersey
My Commission Expires May 1, 2007

Commission Expires

Exhibit A

Legal Description

Being a parcel of land located in the 32nd Councilmanic District of Davidson County, Tennessee, and being all of Lot C-3 of Hickory Hollow Mall, Section 15, as recorded in Book 5800, Page 230, R.O.D.C., TN, and being more particularly described as follows:

Beginning at an old iron rod, being the northwest corner of the herein described lot and corner to Lot C-4 of Hickory Hollow Mall, Section 15, as recorded in Book 5800, Page 230, and in the south right-of-way line of Hickory Hollow Parkway (110' R/W);

Thence, with the south right-of-way line of Hickory Hollow Parkway, with a curve to the right having a length of 166.41 feet, a radius of 730.00 feet, and a chord bearing of South 77 Degrees 12 Minutes 44 Seconds East and distance of 166.05 feet to a new Nail, and being a corner to Lot C-2 of Hickory Hollow Mall, as recorded in Book 6200, Page 489, R.O.D.C., TN;

Thence, leaving said Right-of-Way, South 19 Degrees 19 Minutes 04 Seconds West a distance of 45.94 feet, to a new Nail;

Thence, with a non-tangent curve to the right having a length of 196.32 feet, a radius of 400.00 feet, and a chord bearing of South 33 Degrees 22 Minutes 42 Seconds West and distance of 194.36 feet to a new Nail;

Thence, South 47 Degrees 40 Minutes 36 Seconds West a distance of 61.42 feet to a new Nail;

Thence, passing a corner to Lot C-1 of Hickory Hollow Mall, Section 15, as recorded in Book 5800, Page 48, South 42 Degrees 37 Minutes 48 Seconds East a distance of 359.91 feet to an old disturbed iron rod in the west right-of-way line of Bell Road;

Thence, with said Right-of-Way, South 47 Degrees 25 Minutes 05 Seconds West a distance of 247.00 feet to an old iron rod in the north right-of-way line of Seaboard System Railroad 100' R/W;

Thence, with the north right-of-way line of Seaboard System Railroad, North 57 Degrees 37 Minutes 53 Seconds West a distance of 520.00 feet to an old iron rod, a corner to Lot C-4 of Hickory Hollow Mall, Section 15;

Thence, North 32 Degrees 30 Minutes 39 Seconds East a distance of 100.16 feet to an old Nail;

Thence, North 47 Degrees 26 Minutes 17 Seconds East a distance of 235.00 feet to an old Nail;

Thence, North 42 Degrees 45 Minutes 28 Seconds West a distance of 10.00 feet to an old Nail;

Thence, North 47 Degrees 24 Minutes 41 Seconds East a distance of 215.00 feet to an old Nail;

Thence, North 06 Degrees 14 Minutes 52 Seconds East a distance of 41.31 feet to the point of beginning, and having an area of 210,508 square feet, or 4.83 acres.

Being the same property conveyed to Tru Realty Corporation by Deed of record in Book 6188, Page 109, Register's Office for Davidson County, Tennessee. Pursuant to Merger, Tru Realty Corporation is now known as Toys "R" Us - Delaware, Inc., a Delaware corporation.

Together with non-exclusive access easement as set forth in Book 5800, page 230 and Book 6188, page 87.

Exhibit B

Permitted Encumbrances

Subject to matters of record and rights of tenants in possession.

Exhibit C

Restrictive Covenants

Restrictive Covenant

Neither the property conveyed, nor any portion thereof, shall be used primarily as either:

(i) a modern toy store, or

(ii) a modern babies', infants', juvenile's or children's specialty store,

from the date of this instrument through the Termination Date (as defined herein).

On the Termination Date for each of (i) and (ii), the effected clause shall expire and be null and void.

The Termination Date shall mean the earliest of:

(a) January 31, 2032;

(b) (A) for the restriction in clause (i) on the date on which if Seller and/or its parent or any affiliate, subsidiary, related entity, mortgagee or successor-in-interest by merger or consolidation is no longer engaged in the retail business of operating modern toy stores in the Area of Dominant Influence (as such term is commonly used in the retail industry) where the restricted property is located, and (B) for the restriction in clause (ii) on the date on which if Seller and/or its parent or any affiliate, subsidiary, related entity, mortgagee or successor-in-interest by merger or consolidation is no longer engaged in the retail business of operating modern baby specialty stores in the Area of Dominant Influence where the restricted property is located; and

(c) the foreclosure or transfer in lieu of foreclosure of the interest in the Property being conveyed by this instrument by a mortgagee or holder of a deed of trust secured by such interest.

Notwithstanding anything to the contrary contained herein, if any tenant leasing any portion of the restricted property has the right, on the date of this instrument, to engage in the restricted uses, the exercise of such rights, as they exist on the date of this instrument, by such tenant shall not be a violation of this restrictive covenant.