This Instrument prepared by; and
Address, New Owner: and

After recording mail to:
Lowe's Home Centers, Inc.
1000 Lowe's Blvd., Mail Code: NB6LG
Mooresville, North Carolina 28117
Attn: Legal Department (Real Estate)

Map and Parcel Numbers
10200008600 Lot 1
10200008300 Lot 8

SEND TAX BILLS TO:
Lowe's Home Centers, Inc.
1605 Curtis Bridge Road
Wilkesboro, NC 28697
Attn: Property Management (PMN5)

SPECIAL WARRANTY DEED

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

KNOW ALL PERSONS BY THESE PRESENTS:

MARKETPLACE 2009 LP, a Tennessee limited partnership hereinafter called GRANTOR, whose mailing address is 30 West Monroe St., Suite 1000, Chicago, Illinois 60603, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by **LOWE'S HOME CENTERS, INC.,** a North Carolina corporation, having an office at 1605 Curtis Bridge Road, Mail Code LGS6, Wilkesboro, North Carolina 28697, hereinafter called GRANTEE. Therefore, Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described property:

That certain real property in **Davidson County**, Tennessee which is described on **Exhibit A** attached hereto and incorporated herein by reference, and being **Map Parcel Numbers: 10200008600 and 10200008300.**

TO HAVE AND TO HOLD the Property, together will all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions listed on Exhibit B attached hereto and incorporated herein by reference and affecting the Property; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years not yet due and payable.

BILL GARRETT, Davidson County
Trans:T20100057847 DEEDWARRSP
Recvd: 09/14/10 16:07 6 pgs
Fees:33.00 Taxes:46990.00
20100914-0073160

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed and sealed this 10th day of SEPTEMBER, 2010.

GRANTOR

Marketplace 2009 LP, a Tennessee limited partnership

By: MARKETPLACE GP LLC
Title: Its sole general partner

By: Thomas R Brashler
Name: THOMAS R BRASHLER
Title: MANAGER

TENNESSEE
STATE OF ~~ILLINOIS~~)
DAVIDSON
COUNTY OF ~~COOK~~)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified personally appeared THOMAS R BRASHLER as Manager of Market Place GP LLC, the sole general partner of Marketplace 2009 LP, a Tennessee limited partnership, the within named Grantor, and that he/she as such MANAGER, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the limited partnership by himself/herself as such officer.

WITNESS my hand and Notarial Seal at office this 10th day of September, 2010.

Judith S. Simpson
Notary Public

My Commission Expires: 1/7/2012

[SEAL]
JUDITH S. SIMPSON
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT "A"

Legal Description

Lying in Davidson County, Tennessee, being Lots 1 and 8 on the plan of The Marketplace of record in Instrument No. 20000907-0088376 and Instrument No. 20010515-0050282, Register's Office of Davidson County, Tennessee.

TOGETHER WITH the easements benefiting the land as set out in the Consolidated Amended and Restated Easements with Covenants and Restrictions Affecting Land of record in Instrument No. 20010907-0097402, said Register's Office, as amended by First Amendment to Consolidated, Amended and Restated Easements with Covenants and Restrictions Affecting Land of record in Instrument No. 20031021-0155457, said Register's Office; and as amended by Second Amendment to Consolidated, Amended and Restated Easements With Covenants and Restrictions Affecting Land, of record as Instrument No. 20040511-0053649, of said Register's Office.

AND TOGETHER WITH the easements benefiting the land set out in the Access and Drainage Easement Agreement of record in Instrument No. 20021024-0130487 and 20030113-0005133, of said Register's Office.

Being part of the property conveyed to Marketplace 2009 LP, a Tennessee limited partnership, by deed from DDR MDT Nashville Marketplace LLC, recorded on June 4, 2009, as Instrument No.20090604-0051714, Register's Office of Davidson County, Tennessee.

Exhibit B
Permitted Exceptions

1. Subject to Transmission Line Easement granted to the Tennessee Electric Power Company of record in Book 787, page 76, Register's Office, Davidson County, Tennessee, as shown on Survey of John Coke Smith III, dated February 5, 2009; revised April 1, 2009 and May 18, 2010.

2. Subject to Sanitary Sewer and/or Storm Drainage Easement and any temporary construction easements of record in Book 6910, page 571, Register's Office, Davidson County, Tennessee, as shown on Survey of John Coke Smith III, dated February 5, 2009; revised April 1, 2009 and May 18, 2010.

3. Subject to Utility Line Easement of record in Book 11123, page 240, Register's Office, Davidson County, Tennessee, as shown on Survey of John Coke Smith III, dated February 5, 2009; revised April 1, 2009 and May 18, 2010.

4. Subject to all matters shown on the plans of The Marketplace of record in instrument #20000907-0088376 and instrument #20010515-0050282, Register's Office, Davidson County, Tennessee, as shown on Survey of John Coke Smith III, dated February 5, 2009; revised April 1, 2009 and May 18, 2010.

5. Subject to all matters shown on Survey of John Coke Smith III, dated February 5, 2009; revised April 1, 2009, and May 18, 2010.

6. Subject to rights of Lowe's Home Centers, Inc., under lease as evidenced by Memorandum of Lease by and between JDN Realty Corporation and Lowe's Home Centers, Inc. of record in Book 11697, page 319, Register's office, Davidson County, Tennessee; Assignment and Assumption of Lease by JDN Realty Corporation to DDR MDT Nashville marketplace, LLC recorded on June 14, 2004, in instrument #20040614-0069720, said Register's Office.

7. Subject to Access and Drainage Easement Agreement by The Metropolitan Government of Nashville and Davidson County, JDN Realty Corporation, and Wal-Mart Real Estate Business Trust, dated January 29, 2002, and recorded on October 24, 2002, as Instrument #20021024-0130487, Register's Office, Davidson County, Tennessee; re-recorded on January 13, 2003, in Instrument #20030113-0005133, said Register's Office.

8. Subject to Notice Statement of record in Instrument #20091016-0095726, Register's Office, Davidson County, Tennessee.

9. Subject to Consolidated, Amended and Restated Easements with Covenants and Restrictions Affecting Land of record as Instrument #20010907-0097402, Register's Office, Davidson County, Tennessee; as amended by First Amendment to Consolidated, Amended and Restated Easements with Covenants and Restrictions Affecting Land of record as Instrument #20031021-0155457, said Register's Office; as amended by Second Amendment to Consolidated Amended and Restated Easements with Covenants and Restrictions Affecting Land of record as Instrument #20040511-0053649, said Register's Office; as amended by

Third Amendment to Consolidated Amended and Restated Easements with Covenants and Restrictions Affecting Land of record as Instrument # 20100914-0073159, said Register's Office.

CONSIDERATION AFFIDAVIT

STATE OF Tennessee

COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $12,700,000.00

Affiant

Subscribed to and sworn before me this 14th day of September, 2010

Notary Public

My commission expires May 8, 2012