THIS INSTRUMENT PREPARED BY:
Kent Richey, Esq.
Jones Day
222 East 41st Street
New York, New York 10017

BILL GARRETT, Davidson County
Trans:T20120001359 DEEDWARR
Recvd: 01/06/12 10:44 8 pgs
Fees:43.00 Taxes:4404.69
20120106-0001521

NAME & ADDRESS OF NEW OWNER:
U.S. Bank National Association and Todd R. DiNezza
One Federal Street, Third Floor
Boston, MA 02110

MAIL TAX BILLS TO:
Wal-Mart Stores, Inc.
2001 S.E. 10th Street
Bentonville, Arkansas 72716

MAP & PARCEL NO.
134-00-0-125.00

DEED

THIS DEED, made as of the 30th day of December, 2011 by **REWAL CORPORATION I**, a Delaware corporation, having an address at c/o Robert W. Herrman, 800 East Northwest Highway, Suite #203, Mount Prospect, Illinois 60056 ("Grantor"), to **U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS SUCCESSOR CORPORATE TRUSTEE TO THE FIRST NATIONAL BANK OF BOSTON, AND TODD R. DINEZZA, AS SUCCESSOR INDIVIDUAL TRUSTEE TO JAMES E. MOGAVERO** (collectively, "Grantee I"), acting not individually but solely as trustees for the trust created under a Trust Agreement - A dated as of December 1, 1986, among Emerson Finance LLC, successor in interest to Emerson Capital Corporation, as owner participant, and Grantee I, as owner trustees ("Trust A"), having an address at One Federal Street, Third Floor, Boston, Massachusetts 02110 and **U.S. BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS SUCCESSOR CORPORATE TRUSTEE TO THE FIRST NATIONAL BANK OF BOSTON, AND TODD R. DINEZZA, AS SUCCESSOR**

INDIVIDUAL TRUSTEE TO JAMES E. MOGAVERO (collectively, "Grantee II"), acting not individually but solely as trustees for the trust created under a Trust Agreement - B dated as of December 1, 1986, among Dune SC LLC, successor in interest to CLM Inc. – VII and CLM Inc. – VIII, as owner participant, and Grantee II, as owner trustees ("Trust B"), having an address at One Federal Street, Third Floor, Boston, Massachusetts 02110, as tenants-in-common.

WITNESSETH, that Grantor, in consideration of the sum of $10.00 and other good and valuable consideration, does hereby grant, release and convey unto Grantee I and Grantee II, as tenants-in-common, all right, title and interest of Grantor in and to:

ALL that certain plot, piece or parcel of land described in Schedule A annexed hereto and made a part hereof (the "Land");

TOGETHER with all right, title and interest of Grantor in and to any strips or gores of land adjoining the Land;

TOGETHER with all right, title and interest if any, of Grantor in and to any streets and roads abutting the Land to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to the Land;

LESS AND EXCEPT the buildings, structures, improvements, and fixtures located on the Land (the "Improvements"), title of which are and remain held by Grantee I and Grantee II;

AND SUBJECT TO (i) that certain Lease, dated as of December 1, 1986, as amended, between Grantee I, acting not individually but solely as trustees for Trust A, and Wal-Mart Stores, Inc., a Delaware corporation having an address at 2001 S.E. 10th Street, Bentonville, Arkansas 72716 ("Lessee"); and (ii) that certain Lease, dated as of December 1, 1986, as

amended, between Grantee II, acting not individually but solely as trustees for Trust B, and Lessee; and further subject to the terms and conditions of that certain Estate For Years Option Agreement between Grantor, as optionor, and Grantee I and Grantee II, collectively, as optionee, dated as of December 1, 1986, and recorded January 5, 1987 in Book 7095, Page 313, including, without limitation, reversion of the Estate For Years (hereinafter defined) to Grantor, as optionor, if Grantee I and Grantee II, as optionee, shall default in the timely payment of any estate for years installment in respect of the Land and if such default shall continue for a period of 10 days after notice thereof, specifying such default, shall have been given to Grantee I and Grantee II, as optionee, by the Grantor, as optionor, as more fully set forth in the Estate For Years Option Agreement, incorporated herein by this reference;

TO HAVE AND TO HOLD the Land herein granted unto Grantee I and Grantee II, and their respective successors and assigns, for a period of twenty-five (25) years commencing on December 30, 2011 and continuing to and including December 29, 2036 (the "Estate For Years").

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, Grantor has caused these assents to be duly executed as of the day and year first above written.

REWAL CORPORATION I

By: _____
Name: J. Patrick Corsiglia, Jr.
Title: Assistant Secretary

STATE OF ILLINOIS)
ss.:
COUNTY OF COOK)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared J. PATRICK CORSIGLIA, JR., 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 Assistant Secretary of Rewal Corporation I, the within named grantor, a corporation, and that he as such Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Assistant Secretary.

WITNESS my hand and seal of office this 22nd day of December 2011.

[Notary Seal]

OFFICIAL SEAL
CRISTINA PAREDES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/10/12

Notary Public

Commonwealth of Massachusetts }
County of Suffolk }

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration or value, whichever is greater, for this transfer is $1,190,455.50, which amount is scheduled to be paid in semi-annual installments over 25 years, which amount (payable in such installments) is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Todd R. DiNezza

Affiant, Todd. R. DiNezza, acting not individually but solely as trustee for the trust created under Trust Agreement – A, and as Assistant Vice President of U.S. Bank National Association, acting not individually but solely as trustee for the trust created under Trust Agreement – A

Todd R. DiNezza

Affiant, Todd. R. DiNezza, acting not individually but solely as trustee for the trust created under Trust Agreement – B, and as Assistant Vice President of U.S. Bank National Association, acting not individually but solely as trustee for the trust created under Trust Agreement – B

Subscribed And Sworn To Before Me, This 27th
Day Of December, 20 11.

HARRY L. McKINLEY
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Aug. 29, 2014

Notary Public

My Commission Expires:

Nashville, Tennessee

Schedule A

NASHVILLE (HARDING), TENNESSEE
SAM'S 8294

BEGINNING at an iron pin in the Southeast intersection of Harding Place and Antioch Pike, said iron pin also being the point of beginning of a tract of land more particularly described as follows:

THENCE North 15°01'16" East, a distance of 75.11 feet to an existing iron pin;

THENCE North 62°23'00" East, a distance of 100.61 feet to an existing iron pin in the South right-of-way of Harding Place;

THENCE with said right-of-way line along the arc of a curve to the left, said arc having a radius of 1959.86 feet and a chord at North 56°12'59" East, a distance of 421.87 feet to an existing iron pin;

THENCE continuing along aforementioned right-of-way North 50°03'00" East, a distance of 75.49 feet to an iron pin in the West right-of-way of the Seaboard Systems Railroad;

THENCE with said railroad right-of-way South 47°20'00" East, a distance of 650.71 feet to an existing iron pin in the North right-of-way of Ezell Pike;

THENCE with said right-of-way South 07°36'13" West, a distance of 237.98 feet to an iron pin;

THENCE leaving said right-of-way South 76°38'01" West, a distance of 142.40 feet to an existing iron pin;

THENCE South 72°04'33" West, a distance of 28.97 feet to an existing iron pin; thence South 72°45'36" West, a distance of 391.66 feet to an existing iron pipe;

THENCE South 66°26'23" West, a distance of 127.60 feet to an existing iron pin in the East right-of-way of Antioch Pike;

THENCE with said right-of-way North 32°49'36" West, a distance of 341.55 feet to an existing iron pin;

THENCE North 29°58'25" East, a distance of 5.61 feet to an iron pin in said right-of-way;

THENCE continuing with aforementioned right-of-way North 32°49'36" West, a distance of 228.65 feet to the POINT OF BEGINNING and containing 11.928 acres, more or less.

Being the same property conveyed to the First National Bank of Boston and James E. Mogavero, acting not individually but solely as trustees for the trust created under a Trust Agreement - A dated as of December 1, 1986, and First National Bank of Boston and James E. Mogavero, acting

not individually but solely as trustees for the trust created under a Trust Agreement – B dated as of December 1, 1986 (an estate for years interest in the Land up to and including December 29, 2011, and fee interest in the Improvements); and Rewal Corporation I, a Delaware corporation (fee interest in Land); by deed recorded in Book 7095, Page 223, in the register's office of Davidson County.

NYI-4413504