This instrument prepared by:
Proskauer Rose LLP
Eleven Times Square
New York, New York 10036
Attention: Wendy J. Schriber, Esq.

BILL GARRETT, Davidson County
Trans:T20120053140 DEEDWARRSP
Recvd: 07/19/12 09:31 7 pgs
Fees:38.00 Taxes:2936.89
20120719-0063450

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 26th day of June, 2012, by and between REWAL CORPORATION II ("Grantor") and DUNE SC LLC ("Grantee");

WITNESSETH: That for and in consideration of Ten Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey and confirm unto Grantee the following described real estate, situated and being in the County of Davidson, State of Tennessee, to-wit:

The remainder interest in the land described in Exhibit "A", attached hereto and made a part hereof, from and after December 30, 2036

* Book 7095, Page 305

Being the same property conveyed to Grantor by Warranty Deed of record at ~~Instrument Number Y9 2092~~,* in the Register's Office of Davidson County, Tennessee. Said property is further identified by Tax Parcel ID# 134-00-0125.00.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee, its heirs, successors and assigns, in fee simple forever.

Grantor does hereby covenant with Grantee that it is lawfully seized in remainder of the aforesaid real estate; that it has good right to sell and convey the same; subject to all matters of record as shown on Exhibit "B" attached hereto and made a part hereof, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming the same by, through or under it, but not further or otherwise.

Grantor is hereby conveying said property in "AS-IS, WHERE IS, WITH ALL FAULTS" physical condition, which Grantee hereby acknowledges and accepts.

WITNESS the signature of the Grantor the day and year first above written.

REWAL CORPORATION II,
a Delaware corporation

By: Robert T. DeRee
Name:
Title:

STATE OF IL
COUNTY OF LAKE

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared ROBERT T. DEGREE, with whom I am personally acquainted (or proved to me to be on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRESIDENT of Rewal Corporation II, the within named bargainor, a Delaware corporation, and that he as such PRESIDENT, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of the corporation by himself as such PRESIDENT.

WITNESS my hand and Official Seal at office, this 26TH day of June, 2012.

Monica M. Sendef
Notary Public

My Commission Expires 9/23/12.

OFFICIAL SEAL
NOTARY PUBLIC STATE OF ILLINOIS
MONICA M SENDEF
MY COMMISSION EXPIRES
SEPTEMBER 23, 2012

***

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $793,755, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Robert T. DeRee
AFFIANT

Subscribed and sworn to before me this 26TH day of June, 2012.

Monica M. Sendef
Notary Public

My Commission Expires 9/23/12.

OFFICIAL SEAL
NOTARY PUBLIC STATE OF ILLINOIS
MONICA M SENDEF
MY COMMISSION EXPIRES
SEPTEMBER 23, 2012

Tax Parcel Number:
134-00-0125.00

Property Address:

1300 Antioch Pike
Nashville, TN 37211

Name and Address of
Property Owner:

DUNE SC LLC
623 Fifth Avenue, 30th Floor
New York, New York 10022

Tax Notices to:

U.S. Bank N.A.
One Federal Street 3rd Floor
Boston, MA 02110

EXHIBIT A

Property Description

AS TO 1300 ANTIOCH PIKE, NASHVILLE, TN

LAND IN DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS:

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 DEG. 01 MIN. 16 SEC. EAST, A DISTANCE OF 75.11 FEET TO AN EXISTING IRON PIN;

THENCE NORTH 62 DEG. 23 MIN. 00 SEC. 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 DEG. 12 MIN. 59 SEC. EAST, A DISTANCE OF 421.87 FEET TO AN EXISTING IRON PIN;

THENCE CONTINUING ALONG AFOREMENTIONED RIGHT-OF-WAY NORTH 50 DEG. 03 MIN. 00 SEC. 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 DEG. 20 MIN. 00 SEC. 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 DEG. 36 MIN. 13 SEC. WEST, A DISTANCE OF 237.98 FEET TO AN IRON PIN;

THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 76 DEG. 38 MIN. 01 SEC. WEST, A DISTANCE OF 142.40 FEET TO AN EXISTING IRON PIN;

THENCE SOUTH 72 DEG. 04 MIN. 33 SEC. WEST, A DISTANCE OF 28.97 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 72 DEG. 45 MIN. 36 SEC. WEST, A DISTANCE OF 391.66 FEET TO AN EXISTING IRON PIPE;

THENCE SOUTH 66 DEG. 26 MIN. 23 SEC. 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 DEG. 49 MIN. 36 SEC. WEST, A DISTANCE OF 341.55 FEET TO AN EXISTING IRON PIN;

THENCE NORTH 29 DEG. 58 MIN. 25 SEC. 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 DEG. 49 MIN. 36 SEC. WEST, A DISTANCE OF 228.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.928 ACRES, MORE OR LESS.

EXHIBIT B

Permitted Exceptions

1. The respective interests of James E. Mogavero, acting not individually but solely as trustee for the trust created under a Trust Agreement – A, dated as of December 1, 1986 ("Trust A"), continuing to and including December 30, 2036, and of James E. Mogavero, acting not individually but solely as trustee for the trust created under a Trust Agreement – B, dated as of December 1, 1986 ("Trust B"), in and to all buildings, structures and improvements and fixtures now located on the land.

2. Taxes and assessments for the year 2012 and subsequent years, not yet due and payable. (Map & Parcel No. 134-00-0-125.00

3. Terms and provisions of that certain Lease by and between 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 WAL-MART STORES, INC., as evidenced by Memorandum of Lease of record in Book 7095, Page 231; as amended in Book 7182, Page 440, Register's Office for Davidson County, Tennessee. This lease has an option to purchase.

4. Terms and provisions of that certain Lease by and between 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 - B, DATED AS OF DECEMBER 1, 1986 and WAL-MART STORES, INC., as evidenced by Memorandum of Lease of record in Book 7095, Page 268; as amended in Book 7182, Page 506, Register's Office for Davidson County, Tennessee. This lease has an option to purchase.

5. Easement granted by Agreed Final Order of record in Book 6581, Page 132 in the Register's Office, Davidson County, Tennessee.

6. Deed of Conveyance to Metropolitan Government of Nashville and Davidson County, Department of Water and Sewerage Services of record in Book 5738, Page 576, Register's Office for Davidson County, Tennessee.

7. Stormwater Detention Agreement of record in Book 6931, Page 585, Register's Office for Davidson County, Tennessee.

8. Charter Right-of-Way of the Railroad.

9. Estate for Years Option Agreement of record in Book 7095, Page 313, as affected by Memorandum of Exercise of Estate for Years Option, recorded as Instrument No. 20120106-0001520, Register's Office for Davidson County, Tennessee.

10. The following matters disclosed by an ALTA/ACSM survey made by Bock & Clark on April 7, 2012, last revised _____ designated Job No. 201200328/Site 17:
NONE

11. Land Lease Option Agreement of record in Book 7095, Page 357, Register's Office for Davidson County, Tennessee.