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:T20130021288 DEEDQC
Recvd: 03/15/13 09:18 12 pgs
Fees:62.00 Taxes:0.00
20130315-0025858

QUITCLAIM DEED

THIS INDENTURE, made and entered into this 1st day of March, 2013, by and among (A) (I) 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, "Grantor I"), acting not individually but solely as trustees for the trust created under a Trust Agreement – A, dated as of December 1, 1986, among Dune SC LLC, successor-in-interest to Emerson Capital Corporation, as owner participant, and Grantor I, as owner trustees, and (II) 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, "Grantor 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 Grantor II, as owner trustees, as tenants in common (Grantor I and Grantor II being collectively referred to herein as "EFY Grantors"), (B) DUNE SC LLC ("Remainder Grantor") and (C) DUNE SC SUB II LLC ("Grantee");

WITNESSETH: That for and in consideration of One Dollar ($1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, (A) EFY Grantors (with respect to the Estate for Years and Improvements, as defined below) and (B) Remainder Grantor (with respect to the remainder interest described below) hereby quitclaim and convey unto Grantee the following described real estate, situated and being in the County of Davidson, State of Tennessee, to-wit:

(A) **(x) an estate for years in the land described in Exhibit "A" attached hereto and made a part hereof (the "Land") continuing to and including December 29, 2036 and (y) fee simple absolute in and to all of the improvements located on the Land, in each case, together with all rights, privileges, easements, benefits and agreements appurtenant thereto, including all of EFY Grantors' right, title and interest in and to that certain (a) Lease, dated as of December 1, 1986, executed by The First National Bank of Boston and James E. Mogavero as Trustees for the Trust created under a Trust Agreement-A, dated as of December 1, 1986, as lessor, and Wal-Mart Stores, Inc., a Delaware corporation, as lessee, as amended, modified or otherwise supplemented from time to time, 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, and (b) Lease, dated as of December 1, 1986, executed by The First National Bank of Boston and James E. Mogavero as Trustees for the Trust created under a Trust Agreement-B dated as of December 1, 1986, as lessor, and Wal-Mart Stores, Inc., a Delaware corporation, as lessee, as amended, modified or**

TN- DAVIDSON CO.

otherwise supplemented from time to time, 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 (the interest described in this clause (A) being collectively referred to herein as the "Estate for Years and Improvements");

Being the same property conveyed to EFY Grantors by Deed of record at Instrument Number 20120106-0001521 in the Register's Office of Davidson County, Tennessee. The Land is further identified by Tax Parcel ID# 134-00-0125.00

AND

(B) **The remainder interest in the Land, from and after December 30, 2036**

Being the same property conveyed to Remainder Grantor by Special Warranty Deed of record at Instrument Number 20120719-0063450, in the Register's Office of Davidson County, Tennessee. The Land is further identified by Tax Parcel ID# 134-00-0125.00.

EFY Grantors and Remainder Grantor are hereby conveying the property hereby conveyed by it in "AS-IS, WHERE IS, WITH ALL FAULTS" and without representation or warranty of any kind, type or nature, which Grantee hereby acknowledges and accepts.

Grantee intends for the Estate for Years and Improvements and the remainder interest conveyed hereunder to merge.

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

Grantor I:

U.S. BANK NATIONAL ASSOCIATION, acting not individually but solely as trustee for the trust created under Trust Agreement – A dated as of December 1, 1986

By: Todd R. DiNezza
Name: Todd R. DiNezza
Title: Assistant Vice President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

Before me, the undersigned, a Notary Public of the Commonwealth and County aforesaid, personally appeared Todd R. DiNezza, 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 Assistant Vice President of U.S. BANK NATIONAL ASSOCIATION, acting not individually but solely as trustee for the trust created under Trust Agreement – A dated as of December 1, 1986, the within named bargainor, a national banking association, and that he as such Assistant Vice 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 Assistant Vice President.

WITNESS my hand and Official Seal at office, this 29TH day of JAN 2013

Suk Ling Ng
Notary Public

My Commission Expires

SUK LING NG
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Aug. 29, 2014

Todd R. DiNezza

TODD R. DINEZZA,
acting not individually but solely as trustee for the trust created under Trust Agreement – A dated as of December 1, 1986

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

On the 29th day of JAN., 2013, before me, the undersigned, a Notary Public in and for said Commonwealth, personally appeared Todd R. DiNezza, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that such individual executed such instrument in such individual's capacity for the purpose and consideration herein expressed, and that by such individual's signature on such instrument, such individual, or the person upon behalf of which such individual acted, executed the instrument.

(Seal)

"Given under my hand and seal of office this 29th day of January, A.D., 2013."

Notary Public

SUK LING NG
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Aug. 29, 2014

Grantor II:

U.S. BANK NATIONAL ASSOCIATION, acting not individually but solely as trustee for the trust created under Trust Agreement – B dated as of December 1, 1986

By: Todd R. DiNezza
Name: Todd R. DiNezza
Title: Assistant Vice President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

Before me, the undersigned, a Notary Public of the Commonwealth and County aforesaid, personally appeared Todd R. DiNezza, 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 Assistant Vice President of U.S. BANK NATIONAL ASSOCIATION, acting not individually but solely as trustee for the trust created under Trust Agreement – B dated as of December 1, 1986, the within named bargainor, a national banking association, and that he as such Assistant Vice 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 Assistant Vice President.

WITNESS my hand and Official Seal at office, this 29TH day of JAN. 2014

Suk Ling Ng
Notary Public

My Commission Expires

SUK LING NG
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Aug. 29, 2014

SUK LING NG NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES AUG. 29, 2014

Todd R. DiNezza

TODD R. DINEZZA,
acting not individually but solely as trustee for the trust created under Trust Agreement – B dated as of December 1, 1986

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK)

On the 29TH day of JAN., 2013, before me, the undersigned, a Notary Public in and for said Commonwealth, personally appeared Todd R. DiNezza, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that such individual executed such instrument in such individual's capacity for the purpose and consideration herein expressed, and that by such individual's signature on such instrument, such individual, or the person upon behalf of which such individual acted, executed the instrument.

(Seal)

"Given under my hand and seal of office this 29th day of January, A.D., 2013.".

Suk Ling Ng

Notary Public

SUK LING NG
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Aug. 29, 2014

Remainder Grantor:

DUNE SC LLC,
a Delaware limited liability company

By: DREF II SC LLC,
a Delaware limited liability company,
its manager

By: Dune Real Estate Fund II LP,
a Delaware limited partnership,
its sole member

By: Dune Real Estate Partners II LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: DAVID OLINER
Title: EXECUTIVE VICE PRESIDENT

STATE OF New York
COUNTY OF New York

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared David Oliner, 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 Exec. Vice Pres of Dune Real Estate Partners II LLC, a Delaware limited liability company, general partner of Dune Real Estate Fund II LP, a Delaware limited partnership, sole member of DREF II SC LLC, a Delaware limited liability company, manager of Dune SC LLC, the within named bargainor, a Delaware limited liability company, and that he as such Exec Vice Pres, 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 Exec Vice Pres.

WITNESS my hand and Official Seal at office, this 1st day of March, 2013.

Saleenah Callaway
Notary Public

My Commission Expires _____.

SALEENAH CALLAWAY
NOTARY PUBLIC, State of New York
No. 01CA6047908
Qualified in New York County
Commission Expires 4/10/14

***

The actual consideration for this transfer is $1.00.

AFFIANT

Subscribed and sworn to before me this 12 day of March, 2013.

Notary Public

My Commission Expires _____.

SALEENAH CALLAWAY
NOTARY PUBLIC, State of New York
No. 01CA6047908
Qualified in New York County
Commission Expires 11/18/14

Tax Parcel Number:
134-00-0125.00

Tax Notices to:

Wal-Mart Stores, Inc.
P.O. Box 8050
Bentonville, AR 72712 8050

Property Address:

1300 Antioch Pike
Nashville, TN 37211

Name and Address of
Property Owner:

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

EXHIBIT A

Property Description

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. Taxes and assessments for the year 2013 and subsequent years, not yet due and payable. (Map & Parcel No. 134-00-0-125.00

2. 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.

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 - 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.

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

5. 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.

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

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

8. The following matters disclosed by an ALTA/ACSM survey made by Bock & Clark on April 7, 2012, last revised June 25, 2012 designated Job No. 201200328/Site 17:
   NONE

9. A deed of trust to secure an indebtedness in the original principal amount of $48,000,000.00 recorded July 19, 2012 as Document No. 20120719-0063451 of Official Records for Davidson County, Tennessee.

Dated:	June 26, 2012
Trustor:	U.S. Bank National Association and Todd R. DiNezza, acting not individually, but solely as trustees for the trust created under a Trust Agreement -- A dated as of December 1, 1986 and as trustees for the trust created under a Trust Agreement -- B dated as of December 1, 1986 & Dune SC LLC
Trustee:	Mark Lee
Beneficiary:	Bank of America, N.A.