BILL GARRETT, Davidson County
Trans:T20130101096 DEEDWARRSP
Recvd: 12/02/13 15:14 7 pgs
Fees:38.00 Taxes:12166.63
20131202-0122623

(Space Reserved)

PREPARED BY AND RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

SMBC Leasing and Finance, Inc.
277 Park Avenue
New York, New York 10172

ADDRESS OF NEW OWNER AND MAIL TAX STATEMENTS TO:

Bridgestone Americas, Inc.
535 Marriott Drive
Nashville, TN 37214
Attn: Tax Department

MAP AND PARCEL NUMBER: 03402007900

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J. C. PENNEY CORPORATION, INC., a Delaware corporation having a mailing address of P. O. Box 10001, Dallas, Texas 75301-1106 (herein referred to as "Grantor") has this day bargained and sold and, by these presents, does hereby transfer and convey unto SMBC LEASING AND FINANCE, INC., a Delaware corporation having an address of c/o Bridgestone Retail Operations, LLC, 333 East Lake Street, Bloomingdale, IL 60108 (herein

referred to as "Grantee"), its successors and assigns forever, the improved property located in the County of Davidson, State of Tennessee, as more particularly described in Exhibit "A" attached hereto and made a part hereof, together with any improvements situated or erected thereon (the "Property"). This conveyance is subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said tract or parcel of land together with all the improvements thereon and the appurtenances thereunto belonging unto the said Grantee, its successors and assigns, in fee simple, forever.

GRANTOR COVENANTS with the said Grantee that it is lawfully seized and possessed of said property, that it has a good and lawful right to sell and convey the same, and that it is free from any lien or encumbrance whatsoever, except the matters set forth on Exhibit "B" attached hereto and made a part hereof.

GRANTOR FURTHER COVENANTS with the said Grantee and binds itself and its successors and assigns, to warrant and forever defend the title thereto of said tract or parcel of land to the said Grantee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

ALL warranties of Grantor herein contained are expressly limited to those persons or parties claiming by, through or under Grantor, but no further or otherwise.

[Remainder of Page Intentionally Left Blank - Signature Page Follows.]

IN WITNESS WHEREOF, the Grantor has duly executed and delivered this instrument as of the 26th day of November, 2013.

GRANTOR

APPROVED
PEF
ATTORNEY

APPROVED
REAL ESTATE

ATTEST:

Name: Paul Fosher
Title: Assistant Secretary

Name: Cristina Strom
Title: Assistant Secretary

J. C. PENNEY CORPORATION, INC.,
a Delaware corporation

By:
Name: Bradley Syverson
Its: Vice President

STATE OF TEXAS)
)SS.:
COUNTY OF COLLIN)

On this the 19 day of November, 2013, before me, a Notary Public duly authorized in and for the such County in the State aforesaid to take acknowledgments, personally appeared Bradley Syverson, to me known and known to me to be a Vice President of J.C. Penney Corporation, Inc., a Delaware corporation, and acknowledged that as such officer, being authorized so to do, s/he executed the foregoing instrument on behalf of such corporation by subscribing the name of such corporation by her/himself as such officer and caused the seal of such corporation to be affixed thereto, as her/his free and voluntary act, and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
August 15, 2013

Notary Public, State of Texas

JAMIE GUSTAFSON
Notary Public, State of Texas
My Commission Expires
August 15, 2017

STATE OF TEXAS)
)SS.:
COUNTY OF COLLIN)

THE ACTUAL CONSIDERATION FOR THIS TRANSFER OR THE VALUE OF THE PROPEPRTY, WHICHEVER IS GREATER, IS $3,288,278.00.

AFFIANT

J. C. PENNEY CORPORATION, INC.,
a Delaware corporation

By: _____
Name: Bradley Syverson
Its: Vice President

APPROVED
PEF
ATTORNEY

APPROVED
REAL ESTATE

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19 DAY OF November, 2013.

JAMIE GUSTAFSON
Notary Public, State of Texas
My Commission Expires
August 15, 2017

_____
NOTARY PUBLIC

J. C. PENNEY CORPORATION, INC. CORPORATE SEAL DELAWARE

My Commission expires: August 15, 2017

Exhibit "A"

Tract C-1 being part of the Resubdivision of Tracts A-1, C-1 and D-1 Rivergate Mall Shopping Center, recorded June 23, 1987 in the Register's Office of Davidson County, Tennessee in Book 6900, Page 349.

Being a portion of the property conveyed to J.C. Penney Company, Inc., by deeds of record in Book 6825, page 59 and Book 7296, Page 855, in the Register's Office of Davidson County, Tennessee.

Exhibit "B"

1. All presently existing and future liens of real estate assessments and taxes, water rates, water meter charges, water frontage charges and sewer taxes, rents and charges, if any, provided that such items are not due and payable.

2. Title to and rights of the public and others entitled thereto in and to those portions of the Property lying within the bounds of adjacent streets, roads, and ways.

3. Any exceptions or liens arising or resulting from any act taken by, on behalf, or at the direction of Grantee or any of Grantee's employees, agents or contractors.

4. All matters shown on the plat of record in Book 6900, page 349, in the Register's Office for Davidson County, Tennessee.

5. Easement for the Tennessee Electric Power Company of record in Book 653, page 56, in the Register's Office for Davidson County, Tennessee. As affected by Clearance Permits in Book 986, page 330 and Book 986, page 336, in said Register's Office.

6. Terms, conditions, rights and easements as contained in Deed of Declaration of record in Book 4386, page 523, as amended by Amendment of Deed of Declaration of record in Book 4523, page 322; and further amended by Second Amendment to Deed of Declaration of record in Book 5254, page 146; and further amended by Third Amendment to Deed of Declaration of record in Book 5254, page 164; and further amended by Fourth Amendment to Deed of Declaration of record in Book 7185, page 44, as re-recorded in Book 7297, page 12 and further amended by Fifth Amendment to Deed of Declaration of record in Instrument No. 200309150135252, in the Register's Office for Davidson County, Tennessee.

7. Terms, conditions, rights and easements as contained in Memorandum of Operating Agreement of record in Book 4432, page 137; as Assigned in Book 4456, page 866; as amended by First Amendment of Operating Agreement of record in Book 4523, page 322; as further amended by Second Amendment of Operating Agreement of record in Book 5254, page 124; as further amended by Third Amendment of Operating Agreement of record in Book 7184, page 989 and re-recorded in Book 7296, page 957; as further amended by Fourth Amendment of Operating Agreement of record in Instrument No. 200309150135253; as further amended by Fifth Amendment of Operating Agreement of record in Instrument No. 200907230069160; as affected by Term Agreement of record in Book 4626, page 605, in the Register's Office for Davidson County, Tennessee.

8. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Young & Hobbs and Associates on April 8, 2013, last revised November 24, 2013, designated Job Number 064-13: (A) Sanitary sewer line is onto the northwest side of the subject property without easement; (B) Water line runs across the north side of the subject property without easement; (C) Overhead wires, power pole and guy wire are onto the southeast corner of the subject property without easement.

9. Water rights, claims or title to water, whether or not shown by the public records.

10. Rights of parties in possession.