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12/17/2013 10:53:29 AM

Fee: \$77.00

Prepared by and please return to:

Tiffany Burnett
Walmart Realty
2001 SE 10th St.
Bentonville, AR 72716

**NOTICE OF TERMINATION OF MEMORANDUM OF GROUND LEASE AND
MEMORANDUM OF LEASE**

This NOTICE OF TERMINATION OF MEMORANDUM OF GROUND LEASE AND MEMORANDUM OF LEASE, (this "Notice"), dated to be effective as of December 21, 2012, is entered into among **Wal-Mart Real Estate Business Trust**, a Delaware statutory trust ("**Wal-Mart REBT**"), having a mailing address of 702 S.W. Eighth Street, Bentonville, Arkansas 72716, and **Retail Trust III**, a Delaware statutory trust ("**Retail Trust III**"), having a mailing address of c/o Wilmington Trust Company, Rodney Square North, 1100 N. Market Street, Wilmington, Delaware 19890-0001. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease (as hereinafter defined).

WHEREAS, Wal-Mart REBT, pursuant to a Ground Lease, dated as of December 1, 1992 (as amended from time to time, the "Ground Lease"), by its predecessor in interest, Wal-Mart Stores, Inc. ("**Wal-Mart Stores**"), demised and leased to Retail Trust III and Retail Trust III leased from Wal-Mart REBT, upon and subject to the terms, covenants and conditions set forth therein (i) all right, title and interest of Wal-Mart REBT in and to the parcel of land (the "Land") situated in Klamath County, Oregon, more particularly described on Exhibit A attached hereto and made a part hereof, and (ii) all right, title and interest of Wal-Mart REBT in and to all easements, servitudes, rights and appurtenances relating to the Land (other than the buildings and other structures and fixtures now or hereafter located on the land) (collectively, the "Premises"). A memorandum of the Ground Lease was recorded in Volume M93, Page 208, in the Official Records of Klamath County, Oregon (as amended from time to time, the "Memorandum of Ground Lease");

WHEREAS, pursuant to that certain Lease dated December 1, 1992 (as amended from time to time, the "Lease"), Retail Trust III has demised and leased to Wal-Mart REBT, by its predecessor in interest, Wal-Mart Stores, and Wal-Mart REBT leased from Retail Trust III, upon and subject to the terms, covenants and conditions set forth therein (i) Retail Trust III's right, title and interest, as ground lessee under the Ground Lease, (ii) all right, title and interest of Retail Trust III in and to all buildings and other structures and non-severable fixtures now or hereafter located on the Land (the "Improvements"), and (iii) all right, title, and interest of Retail Trust III in and to all easements, rights and appurtenances relating to the Land and Improvements (collectively the "Unit"). A memorandum of the Lease was recorded in Volume M93, Page 202,

in the Official Records of Klamath County, Oregon (as amended from time to time, the "Memorandum of Lease");

WHEREAS, Wal-Mart Stores assigned its interest with respect to the Unit in the Ground Lease and the Lease to Wal-Mart REBT, pursuant to an Assignment and Assumption of Leases dated October 31, 1996;

WHEREAS, pursuant to a certain Agreement Regarding Termination of Operative Documents of even date herewith (the "Agreement"), Wal-Mart REBT and Retail Trust III, among others, have caused the Ground Lease and the Lease to be terminated and released with respect to the Unit;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The Memorandum of Ground Lease (and all amendments thereto) is hereby terminated and released.
2. The Memorandum of Lease (and all amendments thereto) is hereby terminated and released.
3. To the extent of any inconsistencies between this Notice and the Agreement, the terms, provisions and conditions of the Agreement shall control.
4. This Notice may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.
5. It is expressly understood and agreed by the parties that (a) this document is executed and delivered by Wilmington Trust Company or William J. Wade, as applicable, not individually or personally, but solely as Corporate Owner Trustee and Individual Owner Trustee, respectively, in the exercise of the powers and authority conferred and vested in them, pursuant to the Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of Retail Trust III is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company or William J. Wade, as applicable, but is made and intended for the purpose for binding only Retail Trust III, (c) nothing herein contained shall be construed as creating any liability on Wilmington Trust Company or William J. Wade, as applicable, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, and (d) under no circumstances shall Wilmington Trust Company or William J. Wade, as applicable, be personally liable for the payment of any indebtedness or expenses of Retail Trust III or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Retail Trust III under this Notice or any other related documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Notice on the corresponding dates set forth below to be effective as of the date first above written, pursuant to proper authority duly granted.

**WAL-MART REAL ESTATE BUSINESS
TRUST,**
a Delaware statutory trust

By: _____

Name: Anthony L. Fuller

Title: Senior Vice President

Date of Execution: January 30 2013

STATE OF ARKANSAS)

) SS.

COUNTY OF BENTON)

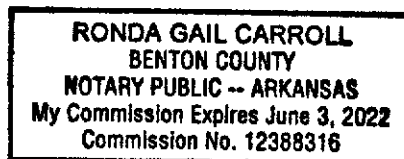
I, Ronda Gail Carroll, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANTHONY L. FULLER personally known to me to be the SENIOR VICE PRESIDENT of **WAL-MART REAL ESTATE BUSINESS TRUST**, an Delaware statutory trust, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such SENIOR VICE PRESIDENT, he/she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 30 day of January __, 2013.

Ronda Gail Carroll
Notary Public


My Commission Expires:

06-03-22



RETAIL TRUST III,
a Delaware statutory trust

By: Wilmington Trust Company, a Delaware trust company, not in its individual capacity, but solely as Corporate Owner Trustee for Retail Trust III created under a Trust Agreement dated as of December 1, 1992

By: 
Name: Mark H. Brzoska
Title: Assistant Vice President

Date of Execution: Feb. 6, 2013

By: _____
William J. Wade, not in his individual capacity, but solely as Individual Owner Trustee for Retail Trust III created under a Trust Agreement dated as of December 1, 1992


Date of Execution: _____, 2013

RETAIL TRUST III,
a Delaware statutory trust

By: Wilmington Trust Company, a Delaware trust company, not in its individual capacity, but solely as Corporate Owner Trustee for Retail Trust III created under a Trust Agreement dated as of December 1, 1992

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2013

By: 
William J. Wade, not in his individual capacity, but solely as Individual Owner Trustee for Retail Trust III created under a Trust Agreement dated as of December 1, 1992

Date of Execution: Feb 5, 2013

Notice of Termination of Memorandum of Lease and Memorandum of Lease—Klamath Falls, OR
KLAMATH COUNTY, OR

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

I, Anita F. Garvey, a notary public in and for said County, in the State aforesaid, do hereby certify that **WILLIAM J. WADE**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act, in his capacity as Individual Owner Trustee for Retail Trust III, a Delaware statutory trust, created under a Trust Agreement dated December 1, 1992, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 5th day of February, 2013.

Anita F. Garvey
Notary Public

My Commission Expires:



EXHIBIT A

LEGAL DESCRIPTION OF THE UNIT

ALL that certain lot or parcel of land, described below, located in Klamath Falls, Klamath County, Oregon:

A TRACT OF LAND SITUATED IN LOTS 1, 2, AND 3, BLOCK 1, OF "TRACT 1080 - WASHBURN PARK", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, AND THE SE1/4 NE1/4 OF SECTION 9, T39S, R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°02'00"E, ALONG THE EAST LINE OF SAID LOT 2, 60.00 FEET; THENCE S89°58'00"W 209.00 FEET; THENCE S00°02'00"E 209.00 FEET; THENCE N89°58'00"E 181.66 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE ALONG THE BOUNDARIES OF SAID LOTS 2 AND 1, ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS N68°55'22"W 532.96 FEET AND CENTRAL ANGLE EQUALS 49°28'52") 460.27 FEET, ALONG THE ARC OF A SPIRAL CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS S84°01'29"W 384.34 FEET) 386.00, N89°26'30"W 40.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, AND N89°26'30"W 359.98 FEET TO A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 1 BEARS N89°26'30"W 260.00 FEET; THENCE N00°07'15"W, PARALLEL TO THE WEST LINE OF SAID LOT 1, 619.18 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE CONTINUING N00°07'15"W 32.00 FEET; THENCE S89°25'35"E 359.98 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE N89°58'00"E 771.06 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE S00°02'00"E 32.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14.519 ACRES, MORE OR LESS, AND WITH BEARINGS BASED ON SAID "TRACT 1080 -- WASHBURN PARK".

TOGETHER WITH the benefits of an easement granted in that certain Agreement of Easement with Covenants and Restrictions Affecting Land between Wal-Mart Stores, Inc. and Washburn Enterprises, Inc. dated May 21, 1991, and recorded June 25, 1991, in M91, Page 12081.