BILL GARRETT, Davidson County
Trans:T20120098813 DEEDWARRSP
Recvd: 12/27/12 09:24 5 pgs
Fees:28.00 Taxes:684.50
20121227-0119181

THIS INSTRUMENT PREPARED BY:
Mid South Waffles, Inc.
5986 Financial Drive
Norcross, GA 30071

SPECIAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map-Parcel Number(s)
Mid South Waffles, Inc. 5986 Financial Drive Norcross, GA 30071	Same	133-15-0-135.00

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, S&H PROPERTIES, INC., a Delaware corporation ("**Grantor**") has bargained and sold, and by these presents transfers and conveys unto MID SOUTH WAFFLES, INC., a Georgia corporation ("**Grantee**"), their heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described on **Exhibit "A"** attached hereto (the "**Property**").

This is improved Property located at 4021 Nolensville Pike, Nashville, TN.

Said Property is conveyed subject to taxes for the years 2013 and thereafter (2012 taxes being paid simultaneously with the sale and purchase of the Property and matters shown on **Exhibit "B"** attached hereto (collectively, "**Permitted Encumbrances**").

TO HAVE AND TO HOLD said Property with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, its heirs and assigns, forever. Grantor covenants that, subject to the matters set forth above, Grantor is lawfully seized and possessed of said Property in fee simple, has good right to convey it, and that same is unencumbered.

Grantor further covenants and binds itself and its heirs to warrant and forever defend the title to said Property to Grantee, and its heirs and assigns, against the lawful claims of all persons claiming by, through or under Grantor and not otherwise, and except claims arising out of the Permitted Encumbrances.

AND Grantor further covenants as follows:

"GRANTOR herein warrants and covenants that for a period of 50 years subsequent to the date of this deed, GRANTOR will not buy, sell, lease or otherwise make available any land either now controlled by GRANTOR or which becomes subject to GRANTOR's control subsequent to the date of this deed, within 1,000 lineal feet of the Property (other than the Property) for use for any restaurant or foodservice purposes which purposes shall include, without limitation, any fast food, sit-down, carry-out or drive-through restaurant, café, diner, buffet, or self-service food counter and/or the service or provision of food for consumption on or off such property which has been prepared, assembled, packaged or cooked on such property, and in any such case whether or not the same is the primary or subordinate use of such property. This covenant shall be binding upon GRANTOR, its successors and assigns. GRANTOR does further agree that it will not convey any parcel of land within the restricted area except by lease or deed containing restrictive covenants equivalent to the above, which fully protect GRANTEE'S interest herein. Any subsequent purchaser or lessee of the land subject to the restrictions set forth herein does hereby agree to be bound by these same provisions and agrees that the foregoing covenant is attached to and runs with such land."

Remainder of this page intentionally left blank.

[Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, Grantor executed this instrument on this 18th day of December, 2012.

GRANTOR:

S&H PROPERTIES, INC., a Delaware corporation

By: _____

Name: Cristoph Cushman

Title: Vice President

STATE OF New York

COUNTY OF Nassau

Personally appeared before the undersigned, a Notary Public in and for the State and County aforesaid, Cristoph Cushman the Vice President of S&H Properties, Inc., the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that (s)he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, as of this 18th day of December, 2012.

_____

Notary Public

My Commission Expires: 30 MAR, 2015

Robert N. Tabor
Notary Public, State of New York
No. 01TA4738380
Qualified in Nassau County
Commission Expires March 30, 2015

STATE OF New York
COUNTY OF Nassau

The actual consideration or value (whichever is greater) for this transfer is ~~$0.00.~~ $185,000.00

_____

Christoph Cushman, Affiant

Subscribed and sworn to before me, this 18th day of December, 2012.

_____

Notary Public

My Commission Expires: 30 MAR, 2015

Robert N. Tabor
Notary Public, State of New York
No. 01TA4738380
Qualified in Nassau County
Commission Expires March 30, 2015

EXHIBIT "A"

Property

Land in Davidson County, Tennessee, being Lot No. 7 on the Plat of Welshwood Park, Section 8, of record in Plat Book 4595, page 130, Register's Office for said County, described according to a survey of Donald R. Carver, Surveyor, dated February 25, 1974, as follows:

BEGINNING at a concrete monument lying on the westerly margin of Nolensville Road approximately 412 feet from the center-line of Welshwood Drive, said concrete monument further described as the northeast corner of Welshwood Park, Section 7, as of record in Book 4595, page 77, Register's Office Davidson County, Tennessee;

thence leaving the westerly margin of said Nolensville Road and running with the northern property line of said Welshwood Park, Section 7, south 73° 13' 00" west a distance of 149.8 feet to a point, said point further described as lying north 73° 13' 00" east a distance of 49.39 feet from the northwest corner of said Welshwood Park, Section 7;

thence north 19° 25' 34" west a distance of 99.99 feet to a point;

thence north 73° 13' 00" east a distance of 149.8 feet to a point lying on the westerly margin of said Nolensville Road;

thence running with the westerly margin of said Nolensville Road in a southeasterly direction around a curve to the right, having a radius of 3255.8 feet, a distance of 100.00 feet to the POINT OF BEGINNING, containing 0.34, more or less, acres.

Being the same property conveyed to S&H Properties, Inc. by Quitclaim Deed bearing Instrument Number 20121227-0119180, in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

Permitted Encumbrances

1. Real property taxes for the year 2013 and subsequent years, a lien not yet due and payable.

2. All matters as shown on the plat of record in Book 4595, page 130, Register's Office for Davidson County, Tennessee.