THIS INSTRUMENT PREPARED BY:
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Davidson County DEEDWARRSP
Recvd: 06/05/14 14:07 6 pgs
Fees:33.00 Taxes:1665.00
20140605-0049063

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
TG USA, LLC 25614 Oakton Springs Dr. Katy, TX 77494-8557	Same	16100021900

STATE OF TEXAS)
COUNTY OF Harris)

The actual consideration or value, whichever is greater, for this transfer is $450,000.

Affiant

SUBSCRIBED AND SWORN to before me this 4th day of June, 2014.

Notary Public
My Commission Expires: March 19, 2015

MICHELLE N. HULSE NOTARY PUBLIC STATE OF TEXAS EXPIRES

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FFH PROPERTIES, a Tennessee general partnership, hereinafter "Grantor," has this day bargained and sold and do hereby transfer and convey to TG USA, LLC, a Tennessee limited liability company, its successors and assigns, hereinafter "Grantee," that certain tract or parcel of real property located in Davidson County, Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("the Property").

This conveyance and all covenants and warranties contained herein are made expressly subject to the permitted encumbrances listed on Exhibit "B" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns forever. Grantor covenants that except as may be provided on Exhibit "A" and Exhibit "B" hereto the Property is free from all encumbrances made or suffered by Grantor and Grantor has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said Property, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor.

Said Property is known as 15103 Old Hickory Boulevard, Nashville, Tennessee.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized representative as of this 23rd day of May, 2014.

FFH PROPERTIES

By: _____

Title: General Partner

STATE OF OHIO)
COUNTY OF CUYAHOGA)

Before me, Louise M Maki, of the State and County aforesaid, personally appeared Robert R Frost, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a general partner of FFH PROPERTIES, the within named bargainor, a general partnership, and that he as such general partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as general partner.

WITNESS my hand and seal, in Berea, Ohio, this 27th day of May, 2014.

Louise M Maki
NOTARY PUBLIC

My Commission Expires:

_____

NOTARIAL SEAL * STATE OF OHIO *

LOUISE M. MAKI
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Medina County
My Comm. Exp. 5/28/16

EXHIBIT "A"

Property Description

Being a tract of land in the Second Civil District of Nashville, Davidson County, Tennessee, fronting on Old Hickory Boulevard approximately 370 feet west of the centerline of the intersection of Old Hickory Boulevard with Nolensville Road, and being more particularly described as follows:

BEGINNING at a point in the South right-of-way margin of Old Hickory Boulevard, said point also being the Northwest corner of the Commerce Union Bank property as of record in Deed Book 5387, page 274, Register's Office for Davidson County, Tennessee.

Thence, with Commerce Union Bank's West property line, and passing through the Northwest corner of the Shoney's Big Boy Enterprises, Inc. property as of record in Deed Book 5072, page 296, Register's Office for Davidson County, Tennessee, and with Shoney's West property line S. 5° 04' 34" E 348.15 feet to a point, said point being Shoney's Southwest corner and also being a point in the South Right-of-Way margin of Brentwood East Drive;

Thence, leaving said Shoney's property with the said Right-of-Way margin N. 69° 02' 00" W 75.48 feet to a point in the East Right-of-Way margin of Brentwood East Drive;

Thence, with said East margin N. 03° 48' 33" W 88.53 feet to a point;

Thence, N. 04° 47' 01" W 115.40 feet to a point;

Thence, N 00° 15' 59" W 110.21 feet to a point in the South Right-of-Way margin of Old Hickory Boulevard;

Thence, leaving said East margin of Brentwood East Drive with said South margin and a curve to the left having in internal angle of 00° 59' 54" a radius of 2874.52 feet, an arc length of 50.08 feet, and a chord bearing of N. 83° 39' 59" E to a point within a 25-foot easement.

Thence, N 83° 10' 02" E 5.96 feet to the point of beginning.

Being the same property conveyed to FFH Properties, a Tennessee general partnership, by deed of record in Book 7748, page 7, Register's Office, Davidson County, Tennessee.

INCLUDED in the above described Property Description but specifically EXCLUDED therefrom is parcel of land condemned by that Consent Judgment and Final Decree recorded in Book 9539, page 163, said Register's Office.

EXHIBIT "B"

Permitted Encumbrances

The foregoing property is conveyed subject to the following permitted exceptions:

1. Taxes and assessments for the year 2014 and subsequent years, a lien but not yet due and payable.

2. Subject to all matters shown on plan of record in Book 6250, page 781, Register's Office, Davidson County, Tennessee; amended in Book 6849, page 944, said Register's Office.

3. Subject to Surveyors Certificate of Correction of record in Book 6803, page 720, Register's Office, Davidson County, Tennessee; re-recorded in Book 6840, page 534, said Register's Office.

4. Subject to Overhead Line Easement granted Metro Government of record in Book 6769, page 189, Register's Office, Davidson County, Tennessee.

5. Subject to unrecorded Lease Agreement dated November 27, 2008, by and between FFH Properties, a Tennessee general partnership, and Goodwill Industries of Middle Tennessee, Inc., a Tennessee corporation; amended by First Amendment to Lease Agreement dated April 30, 2013.

True Copy Certification

I, Kay B. Housch, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Kay B. Housch
Signature

State of Tennessee

County of Williamson

Personally appeared before me, Marjorie A. Haines, a notary public for this county and state, Kay B. Housch, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Marjorie A. Haines
Notary's Signature

MARJORIE A. HAINES
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 10-25-2014

My Commission Expires: 10-25-14

Notary Seal (if on paper)