Prepared by: Denise M. Doyle
Brandywine Financial Services Corporation
2 Ponds Edge Dr.
Chadds Ford PA
19317

BILL GARRETT, Davidson County
Trans:T20140055517 DEEDWARRSP
Recvd: 07/31/14 10:34 5 pgs
Fees:28.00 Taxes:24050.00
20140731-0068253

Parcel Nos. 14703005800; 14703005900; 14703006000; 14703006100

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered this 16th day of July, 2014, by DAVIDSON PARTNERS, a Pennsylvania limited liability company (the "Grantor") to SSI NOLENSVILLE, LLC, a Tennessee limited liability company, (the "Grantee"). (Wherever used herein, the terms "Grantor(s)" and "Grantee(s)" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or other entities). * and made effective this 24th day of July, 2014,

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD AND CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee its interest in the following:

(a) Those certain improved parcels of land (the "Land") lying and being situated in the City of Nashville, Davidson County, State of Tennessee, and being more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes;

(b) The improvements situated on, over and under the Land (the "Improvements"); and

(c) All right, title and interest of Grantor in and to all appurtenances pertaining to the Land and the Improvements, including all right, title and interest of Grantor in and to adjacent streets, roads, alleys, strips, gores, easements, right of ingress or egress, rights-of-way and any other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, in front of, abutting or adjoining the land, and all right, title and interest of Grantor in and to all oil, gas and other mineral interests and rights and all water rights relating to the Land;

(the Land, the Improvements, and such rights and appurtenances being hereinafter referred to collectively as the "Property").

This conveyance is made and accepted subject, subordinate and inferior to the easements, covenants and the other matters and exceptions set forth on Exhibit "B", attached hereto and made a part hereof for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, in fee simple, forever, and Grantor does hereby WARRANT title to the Property; that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and shall FOREVER DEFEND all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person

whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

The mailing address of Grantee and the address to send tax bills to is set forth below:

5111 Maryland Way, Suite 201
Brentwood, TN 37027

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on and as of the day and year first above written.

DAVIDSON PARTNERS

By: Brandywine Corporation, a Delaware corporation, General Partner

By: Denise M. Doyle
Name: Denise M. Doyle
Title: Vice President

STATE OF PENNSYLVANIA :
: SS.
COUNTY OF CHESTER :

I hereby certify that on this 16 day of July, 2014, before me personally appeared, Denise M. Doyle, to me known to be the Vice President of Brandywine Corporation, general partner of Davidson Partners, who executed the foregoing instrument, and acknowledged the execution thereof to be her free act and deed acting in the capacity of Vice President of Brandywine Corporation. She is personally known to me.

WITNESS my signature and official seal the day and year last aforesaid.

My Commission Expires: 4/17/2018

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carolann W. Kersey, Notary Public
Pennsbury Twp., Chester County
My Commission Expires April 17, 2018
Member, Pennsylvania Association of Notaries

Carolann W. Kersey
Notary Public in and for the
state of Pennsylvania
Print Name: Carolann W. Kersey

STATE OF PENNSYLVANIA)
COUNTY OF CHESTER)

The actual consideration or value, whichever is greater, for this transfer is ~~$6,5000,000.00.~~ $6,500,000.00

Denise M. Doyle
Affiant

Subscribed and sworn to before me this the 16 day of July, 2014.

Carolann W. Kersey
Notary Public

My Commission Expires: 4/17/2018

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carolann W. Kersey, Notary Public
Pennsbury Twp., Chester County
My Commission Expires April 17, 2018
Member, Pennsylvania Association of Notaries

EXHIBIT A

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 1, 2, 3 and 4, on the Plan of Final Plat/Partition Big K Nolensville Road at Harding Place, as shown on plat of record as Instrument No. 200612270159286, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Davidson Partners, a Pennsylvania limited partnership in Instrument No. 200105310056233 and Instrument No. 200201230008863, Register's Office for Davidson County, Tennessee.

Property Address:
4095 Nolensville Pike
Nashville Tennessee

EXHIBIT B

PERMITTED EXCEPTIONS

1. All matters shown on the Final Plat/Partition of record as Instrument Number 200612270159286, Register's Office of Davidson County, Tennessee.

2. Easement(s) to Southern Bell Telephone and Telegraph Company, as set forth in instrument of record in Book 1065, Page 230, Register's Office for Davidson County, Tennessee.

3. Easement(s) of record in Will Book 37, Page 596; and Book 3179, page 201, Register's Office for Davidson County, Tennessee.

4. 30' Right-of-Way Easement as of record in Book 3897, Page 771, Register's Office for Davidson County, Tennessee.

5. Easement Grant and Agreement of record in Book 3897, Page 782, Register's Office for Davidson County, Tennessee.

6. Sewer Easement of record in Book 4490, Page 210, Register's Office for Davidson County, Tennessee.

7. Terms and provisions of Memorandum of Lease from Davidson Partners to RTM Mid-America, Inc. relating to a lease dated July 10, 1996 and recorded in Book 11464, page 464, Register's Office for Davidson County, Tennessee; as affected by Protection Agreement of record in Book 11464, page 469, Register's Office for Davidson County, Tennessee; also affected by United States Bankruptcy Court, Case No.s. 98-12547 through 98-12570-ECF-CGC Jointly Administered of record in Book 11464, Page 447, Register's Office for Davidson County, Tennessee; and assigned by Lease Assignment and Assumption Agreement of record in Book 11589, Page 451, Register's Office for Davidson County, Tennessee.

8. Easement(s) as set forth in instrument of record in Book 3313, Page 126, Register's Office for Davidson County, Tennessee.

9. Easement Agreement as set forth in instrument of record in Book 11464, Page 477, Register's Office for Davidson County, Tennessee.

10. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Instrument Number 200612060151018, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

11. Memorandum of Lease by and between Davidson Partners, Lessor, and Hardee's Food Systems, Inc., Lessee, dated January 27, 2009, of record as Instrument No. 200903110021919, Register's Office for Davidson County, Tennessee; and terms and provisions of the underlying subject lease.