BILL GARRETT, Davidson County
Trans:T20140094458 DEEDWARR
Recvd: 12/17/14 13:05 6 pgs
Fees:33.00 Taxes:2127.50
20141217-0115437

This Instrument Prepared By:
Richard L. Voigt
Waffle House, Inc.
5986 Financial Drive
Norcross, GA 30071

GENERAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map Parcel Number(s):
Mid South Waffles, Inc. 5986 Financial Drive Norcross, GA 30071	Mid South Waffles, Inc. c/o Waffle House, Inc. 5986 Financial Drive Norcross, GA 30071 Attn: Tax Department	09208017600 (Lot 176 / Map 92-08)

FOR AND IN CONSIDERATION of the sum of TEN AND N0/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **NATHAN HADDOX AS ATTORNEY-IN-FACT FOR MORRIS B. HADDOX** ("Grantor") has bargained and sold, and by these presents transfers and conveys unto **MID SOUTH WAFFLES, INC.**, a Georgia corporation liability company ("Grantee"), its 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 1510 Charlotte Avenue, Nashville, Tennessee 37203-2905.

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, except for taxes for the years 2015 and thereafter and matters shown on Exhibit "B" attached hereto (collectively, "Permitted Encumbrances").

Grantor further covenants and binds himself and his 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 whomsoever except claims arising out of the Permitted Encumbrances.

Restriction on Grantor: Grantor warrants and covenants that Grantor will not buy, sell, lease, or otherwise make available any land now controlled by Grantor within one city block or 1,000 lineal feet, whichever is greater, of the Property (other than the Property) to the following: Huddle House, Shoney's. Caribou Coffee, Gabby's, Denny's, Kettle, Coffee Kettle, International

House of Pancakes, Martin's, Moe's Southwest Grill, Bob Evans Farms, Perkins Restaurants, Dunkin Donuts of America, American Waffle, Waffle King, Cracker Barrel, White Castle, Big Boy, Gorin's. Krispy Kreme, Daylight Donuts, Toddle House, Original Pancake House, Omelet Shoppe, Biscuitville, any type of 24-hour restaurant, and any restaurant business that derives more than ten percent (10%) of its revenue from the combined sale of breakfast oriented menu items (i.e., eggs, ham, bacon, sausage, muffins, biscuits, waffles, doughnuts, cereals, and pancakes). This covenant shall be for a period of 25 years, but notwithstanding the foregoing, this covenant shall expire when Grantee ceases operating a Waffle House restaurant on the Property. Also, this covenant shall be binding upon Grantor, Grantor's successors, assigns or beneficiaries. 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. Any subsequent purchaser or lessee under the Grantor herein does hereby agree to be bound by these same provisions and agrees that the foregoing covenant is attached to and running with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor executed this instrument on this 15 day of December, 2014.

GRANTOR:

Morris B. Haddox, an individual

By: _____
Nathan Haddox,
Attorney-In-Fact for Morris B. Haddox

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public of said County and State, personally appeared **Nathan Haddox** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged to be the Attorney-in-fact for **Morris B. Haddox** the within bargainor(s), and that as such Attorney-in-Fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of **Morris B. Haddox**, the within named bargainor(s) by the said **Nathan Haddox** as such Attorney-in-Fact.

Witness my hand and official seal, at office at Franklin, Tennessee on this **15th day of December, 2014.**

_____
Notary Public

[Certificate of Consideration Follows]

R. MARK DOUGALL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 07-20-2015

STATE OF GEORGIA)
COUNTY OF GWINNETT)

The actual consideration or value (whichever is greater) for this transfer is $575,000.00.

Affiant

Subscribed and sworn before me, this 12, day of DECEMBER, 2014.

Notary Public
My Commission Expires: 10-6-2017

(Affix Seal)

ANITA DUNIO NOTARY PUBLIC WALTON COUNTY, GA My Comm. Exp. Oct. 6, 2017

EXHIBIT "A"

Property

Tract No. 1:
LAND in Davidson County, Tennessee, being the remaining part of the Southerly part of Lot No. 18, on the Plan of the Real Estate of Samuel Watkins, deceased, as shown on plat of record in Plat Book 57, page 13, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

SAID remaining part of Lot No. 18 fronts 50 feet on the new relocated Northerly margin of Charlotte Avenue, formerly Cedar Street and extends back between parallel lines 58 feet, more or less, to a deadline.

Tract No. 2:
LAND in Davidson County, Tennessee, being Lot No. 17, on the Plan of the Real Estate of Samuel Watkins, deceased, as shown on plat of record in Plat Book 57, page 13, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Tract No. 3:
LAND in Davidson County, Tennessee, being Lot No. 29 an the northerly 50 feet of Lot No. 30, on the Plan of the Samuel Watkins Plan of Lots, as shown on plat of record in Plat Book 21, page 134, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

INCLUDED IN THE ABOVE LEGAL DESCRIPTION BUT EXPRESSLY EXCLUDED in the description of Tracts 2 and 3 are two strips or tracts of land, 42 feet more or less in width, conveyed to the Metropolitan Government of Nashville, Davidson County, Tennessee, by Herman Rosenblum and Elizabeth L. Rosenblum and described by instrument of record in Book 4489, Page 557, in the Register's Office for Davidson County, Tennessee, to which instrument reference is herein made.

Being the same property conveyed to Morris B. Haddox in Book 6003, Page 490, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

Permitted Encumbrances

1. Taxes and assessments for the year of 2015, a lien not yet due and payable.

2. Matters shown on the Plan of record in Plat Book 21, Page 134, Register's Office for Davidson County, Tennessee.

3. Matters shown on the Plan of record in Plat Book 57, Page 13, Register's Office for Davidson County, Tennessee.

4. Lease Agreement between La Connection Nashville, LLC and Morris B. Haddox dated January 25, 2010.

5. Matters shown on survey prepared by Dale & Associates for Waffle House, Inc. dated September 30, 2014 (last revised 12-15-14).