BILL GARRETT, Davidson County
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20150609-0054326

This instrument prepared by:
Wal-Mart Stores East, LP
Sam M. Walton Development Complex
2001 S.E. 10th Street
Bentonville, AR 72716-5535
Attn: Jennifer Clark, Assistant General Counsel

QUITCLAIM DEED

This **QUITCLAIM DEED** is made effective June 4, 2015, between **WAL-MART STORES EAST, LP**, a Delaware limited partnership, with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Grantor"); and **KAREN GOODLOW AND GARY MICHAEL GOODLOW**, as joint tenants with right of survivorship, with an address of 4116 Moss Rose Drive, Nashville, TN 37216 ("Grantee").

W I T N E S S E T H:

That Grantor, for and in consideration of one ($1.00) dollar cash in hand paid and Grantee's agreement to fully comply with the covenants, restriction, and requirements set for herein, the receipt and sufficiency of which of are hereby expressly acknowledged, Grantor, does hereby quitclaim to Grantee, and its successors and assigns forever all of Grantor's interest, if any, in a certain tract of land situated, lying, and being in the City of Nashville, Davidson County, Tennessee, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

This conveyance is expressly subject to the following conditions and restrictions:

(a) The Property shall only be used by single tenant users for office space; provided however, that for so long as Grantee is the owner, the Property may be used for a retail interior design showroom, artists' studio space, and multi-tenant office space;

(b) The Property shall not be used for or in support of the following: (i) a discount store including, but not limited to, a variety, general, or "dollar" type store, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store; (ii) gas station, quick lube/oil change facility, automobile tire sales; (iii) movie theater or bowling alley; and (iv) health spa/fitness center (the "Property Restrictions");

(c) In addition, the Property shall not be used for or in support of the following: (i) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), "adult" business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any

establishment selling or exhibiting sexually explicit materials; (ii) pawn shop, bar, night club, gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption; or (iii) any business that cashes checks or makes short-term or "payday advance" type loans; or (iv) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant (the "Noxious Use Restrictions"). Notwithstanding the foregoing, the Noxious Use Restrictions shall not exclude the regular business of any bank or financial institution insured by the F.D.I.C. or mortgage brokerage firm or other similar business providing long-term, mortgage type loans;

(d) One (1) one-story building may be erected on the Property, which building, so long as the applicable parking ratio required herein is met, shall not exceed two thousand nine hundred thirty-two (2,932) square feet in floor size or twenty-two (22) feet in height, as measured from the finished floor elevation of the Property (provided that architectural features such as sign parapets and similar decorative facilities may be used as long as they do not exceed or twenty-eight (28) feet in height above finished floor elevation and shall not exceed in the aggregate twenty percent (20%) in area of any building facade;

(e) There shall be not less than six (6) parking spaces on the Property;

(f) (i) only signs advertising business located on the Property may be erected thereon; (ii) signs located on the Property shall not contain images or words that are offensive to the ordinary reasonable person (whether cloaked in images, words, or phrases carrying double meanings); (iii) the Property and all improvements erected or constructed thereon shall be maintained in good condition and repair; (iv) the exterior of any building constructed on the Property shall not be constructed of metal; and (v) trash enclosure shall be constructed of masonry materials;

(g) Grantee acknowledges that the firehouse and other improvements located on the Property ("Firehall") do not comply with Metropolitan Government of Nashville and Davidson County or of the State of Tennessee ("Metro") building codes and regulations, and that following this transfer of the property, and that Grantee alone shall be responsible for compliance with all the existing or hereinafter enacted building, planning, safety, and historic preservation codes applicable to the Property.

(h) Grantee shall bear all expenses associated with the restoration and/or renovation of the Property and the Firehall and related due diligence, consistent with the

codes and laws of Metro. Except for replacements, alterations or modifications required to keep the Firehall in compliance with Metro planning, historic and building codes and ordinances, Grantee shall not make any material alterations or modifications to the exterior of the Firehall that are inconsistent with the existing color, materials, design and configuration of the Firehall, without the prior written consent of Wal-Mart which consent shall not be unreasonably withheld, conditioned or delayed.

(i) In the event that Grantee is ever permitted to demolish the Firehall and construct new improvements on the Property Wal-Mart reserves the right to approve, prior to commencement of any construction by Grantee of any buildings or improvements on the Property, Grantee's: (i) site plans including setbacks from lot lines, location and dimensions of parking areas and spaces, driveways and service areas, placement of building(s) and other improvements including square footage of building(s), location of masonry trash enclosure, stop signs and bars at all curb cuts, and the location of existing Wal-Mart signage (if any) on the Property; (ii) utility plans including all utility connections (including electric and telephone); (iii) grading plans including storm water management and detailed elevations; (iv) erosion and sediment control plans including rock construction entrances (to be in place prior to any construction), silt fence (to be in place prior to any construction) and other erosion controls required on the Property; (v) exterior elevations of the front, back, and both sides of the building(s), including height; (vi) exterior signage plans indicating the dimensions of exterior pylon or monument signage and the design of the sign panel(s) to be placed onto the sign structure (collectively the "Development Plan"). Said Development Plan is to be prepared by certified/licensed architects and/or engineers and shall conform to the restrictions set forth above. Grantee shall deliver full-sized plans of the said Development Plan to Wal-Mart for its approval. Wal-Mart shall have thirty (30) days after receipt of the Development Plan from Grantee to approve or disapprove the Development Plan in writing, provided, however, that Grantee shall have exclusive control over the means and methods of implementing such plans and specifications and by its right of approval Wal-Mart shall not have nor assume any operational control over such plans and specifications for purposes of compliance with any Storm Water Requirements. If the Development Plan is disapproved, Wal-Mart shall give the reasons for such disapproval, and Grantee shall resubmit to Wal-Mart a revised Development Plan incorporating Wal-Mart's suggested revisions within thirty (30) days from the date of Grantee's receipt of Wal-Mart's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved;

(j) Grantor and Grantee acknowledge that pursuant to that the Plan of Final Plat Wal-Mart Neighborhood Market, of record in Instrument No. 20041129-0141459 in the Register's Office of Davidson County, Tennessee (the "Final Plat") Grantor has granted a "Public Ingress/Egress Easement" for the benefit of the Property (the "Access Easement") over and across certain real property adjacent to the Property and owned by Grantor, more particularly described as "Lot 1" on the

Final Plat (the "Wal-Mart Property"). Grantee shall indemnify, defend and hold harmless Grantor from any claims, damages or liability, including reasonable attorney's fees, to persons or property that are a direct or indirect result of the use of the Access Easement to access the Property by Grantee or its officers, members, agents or invitees. Grantee shall procure and maintain in full force and effect at all times during the use of the Access Easement for the benefit of the Property, general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, on or about the Property, which affords protection to the limit of not less than $1,000,000.00 for injury or death of a single person, to the limit of not less than $1,000,000.00 for any one occurrence, and to the limit of not less than $2,000,000.00 for general aggregate coverage. Grantor and Wal-Mart Real Estate Business Trust, a Delaware statutory trust, shall be named as an additional insured on such policies and Grantee shall provide Grantor with certificates of insurance evidencing that the foregoing insurance coverages are maintained at all time as required herein. The foregoing insurance policies shall provide that they may not be cancelled without thirty (30) days prior notice to Grantor. In the event that Grantee fails to maintain the foregoing insurance coverages, Grantor shall have the right to purchase same and Grantor shall reimburse Grantor upon demand. In the event that Grantor sells or transfers the Wal-Mart Property to an entity that is not an affiliate of Wal-Mart Stores, Inc., then Grantee shall delete Grantor and Wal-Mart Real Estate Business Trust as additional insureds under the foregoing policies of insurance and add such successor owner as additional insureds. In the event that Grantor sells or transfers the Wal-Mart Property to an entity that is an affiliate of Wal-Mart Stores, Inc. then such entity shall be named as an additional insured on such policies of insurance with thirty (30) days after notice by Grantor to Grantee of such transfer.

Grantee hereby further agrees that Grantee's use of the Access Easement shall be subject to the following covenants, restrictions and requirements:

a) Only passenger vehicles and pedestrian traffic and delivery trucks (provided that such delivery trucks do not materially differ from the type, size and total weight of delivery trucks that serve the Wal-Mart Neighborhood Market located on the Wal-Mart Property) associated with the use of the Property may be used upon the driveway located within the Access Easement (the "Access Drive"); provided, however, that nothing herein shall be construed to limit or restrict ingress or egress associated with the Wal-Mart Neighborhood Market located on the Wal-Mart Property upon which the Access Easement is located. Notwithstanding the foregoing, construction equipment for use on the Property in connection with the restoration and/or renovation of the Firehall located on the Property may be transported from time to time over the Access Drive, provided that such construction equipment shall be equipped with rubberized tires (such as a backhoe or end-loader) or shall be transported on flatbed trucks with rubberized tires, and further provided that such construction equipment does not exceed the weight limitation provided for above.

b) If, in the process of developing the Property, Grantee damages, breaks, destroys, or in any way impairs the Access Drive, or any other improvements of Grantor, Grantor in its sole discretion, may require Grantee to either: (i) restore at Grantee's sole cost and expense the Access Drive, or Grantor's improvements to its original quality and condition; or (ii) Grantor may restore the Access Drive, or improvements and invoice Grantee for Grantor's costs incurred restoring the damaged Access Drive, or improvements; whereupon Grantee agrees to reimburse Grantor within thirty (30) days of receipt of an invoice for such expenses.

Grantee, or it employees, members or invitees, shall not use, nor permit any other person or party to use, the parking lot located on the Wal-Mart Property.

k) All such covenants, conditions, restrictions, the Property Restrictions, and approval rights shall remain in effect for a period of fifty (50) years from the recording of this Deed. The Noxious Use Restrictions shall be perpetual unless applicable law prohibits a perpetual restriction, in which case the Noxious Use Restrictions shall remain in effect for the maximum amount of time allowed by law but in no event fewer than one hundred (100) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity, concerning the business conducted on the land adjacent to the Property.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or

toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

In the event of a breach of the covenants, restrictions, and requirements contained herein, Grantor shall have the right to seek any and all remedies afforded by either law or equity, including, without limitation, the rights to injunctive relief.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Assistant Manager of WSE Management, LLC, the General Partner of the Grantor, Wal-Mart Stores East, LP, and caused its seal to be hereto affixed the 4th day of June, 2015.

[SEAL]

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE Management, LLC,
a Delaware limited liability company,
its General Partner

By: _____
Jaime Howell
Assistant Manager

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, on this June 4, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jaime Howell to me personally known, who being by me duly sworn did say that she is Assistant Manager of WSE Management, LLC, the General Partner of the Grantor in the foregoing special warranty deed, and that the seal thereto affixed is the seal of said Wal-Mart Stores East, LP, and that said special warranty deed was signed, sealed and delivered by her on behalf of said limited partnership by authority of its General Partner and said Jaime Howell acknowledged said special warranty deed to be the free act and deed of said limited liability company, acting in its capacity as General Partner of said limited partnership.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By: _____
Notary Public

JENNIFER FOX
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires 9-12-2015

PROPERTY ADDRESS: Tax Parcel Identification 072 13 0 459.00 0.278 acres 1220 Gallatin Avenue Nashville, TN 37206	STATE OF ARKANSAS, COUNTY OF BENTON I, or We, hereby swear or affirm this 8th day of June, 2015 that there is no monetary consideration for this transfer. Affiant
NAME AND ADDRESS OF PROPERTY OWNER: Karen and Gary Michael Goodlow 4116 Moss Rose Drive Nashville, TN 37216 Attn: Mrs. Karen Goodlow	Subscribed and sworn to before me this 8th day of June, 2015. Notary Public My Commission expires: August 15, 2021

MAIL TAX BILLS TO:

Karen Goodlow
4116 Moss Rose Drive
Nashville, TN 37216
Tax Parcel Identification 072 13 0 459.00

DAWN MICHELLE GRIGGS
NOTARY PUBLIC
Benton County, Arkansas
My Commission Expires 8/15/2021
Commission Number 12383643

Exhibit "A"

[Legal Description]

A tract of land in the City of Nashville, Davidson County, Tennessee, being Lot 2 on the Plan of Final Plat Wal-Mart Neighborhood Market, of record in Instrument No. 20041129-0141459, in the Register's Office of Davidson County, Tennessee, which tract is more particularly bounded and described as follows to wit:

Beginning at an iron rod set in the westerly right-of-way of Gallatin Avenue, approximately 200 feet south of the center of Douglas Avenue, being the southeast corner of the Kenneth Wayne Hackney, Sr. and Linda Darlene Hackney property of record as Instrument Number 20031202-0173473, R.O.D.C.;

Thence with Gallatin Avenue right-of-way South 23° 59' 48" West, 80.63 feet to a chiseled "X" set at the northeast corner of Kenneth Wayne Hackney, Linda Darlene Hackney property of record as Instrument Number 20011003-0107438, R.O.D.C.;

Thence North 70° 17' 00" West, 16.19 feet;

Thence northwesterly with a curve to the left 32.23 feet, said curve having a radius of 133.00 feet, a delta of 13° 53' 00" and a chord of 32.15 feet at North 77° 13' 30" West;

Thence North 84° 10' 00" West, 68.10 feet;

Thence northwesterly with a curve to the right 21.99 feet, said curve having a radius of 14.00 feet, a delta of 90° 00' 00" and a chord of 19.80 feet at North 39° 10' 00" West;

Thence North 84° 10' 00" West, 35.45 feet;

Thence North 05° 51' 17" East, 56.77 feet to the southerly boundary of the aforementioned Hackney property;

Thence with said boundary South 83° 36' 04" East, 190.31 feet to the beginning.

Containing 12,114 square feet or 0.278 acre, more or less, according to the survey by John M. Duffer, R.L.S. Number 1431, of Gresham Smith and Partners, 1400 Nashville City Center, Nashville, TN 37219, dated November 10, 2003, last revised October 27, 2004, bearing file number 21678.22.

Being the same property conveyed to Wal-Mart Stores East, LP, a Delaware limited partnership, from Kenneth Wayne Hackney and Linda Darline Hackney by Deed dated October 27, 2004, of record in Instrument No. 20041213-0147667 in the Register's Office of Davidson County, Tennessee.