BILL GARRETT, Davidson County
Trans:T20150060143 DEEDWARRSP
Recvd: 07/23/15 10:55 5 pgs
Fees:28.00 Taxes:18265.05
20150723-0072268

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC (SSY)
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

SPECIAL WARRANTY DEED

Address New Owner(s):	Send Tax Bills To:	Map/Parcel Numbers:
SOTH Owner, LLC 5250 Virginia Way, Suite 100 Brentwood, Tennessee 37027	Same	Map 155-12 Parcel 288.00

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shoppes on the Harpeth, LLC, a Tennessee limited liability company (the "Grantor"), has bargained and sold, and hereby transfers and conveys, to SOTH Owner, LLC, a Tennessee limited liability company, and its successors and assigns (the "Grantee"), an undivided fifty percent (50%) interest in and to certain real property in Davidson County, Tennessee, more particularly described on Exhibit A attached hereto, together with all rights and appurtenances pertaining to such real property and all improvements, structures and fixtures now constructed and completed or under construction on the real property (the "Property").

Said property is conveyed subject to those matters more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD said property, together with the appurtenances, hereditaments, estate, title and interest thereto belonging, to Grantee, its successors and assigns, in fee simple forever.

This is improved property known as 8056-8086 Highway 100, Nashville, Tennessee 37221.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and has a good right to convey the Property. Grantor further covenants with Grantee that the Property is free from all encumbrances arising by, through or under Grantor, except for the Permitted Exceptions. Grantor covenants and binds itself and its successors to warrant specially and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons claiming through or under Grantor (excluding the Permitted Exceptions), but not further or otherwise.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed as of the ____ day of July, 2015.

SHOPPES ON THE HARPETH, LLC, a Tennessee limited liability company

By: _____
J. Dudley Parker,
its President

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, J. Dudley Parker, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Shoppes on the Harpeth, LLC, a Tennessee limited liability company, and is authorized by the company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 29th day of July, 2015.

Kathalee Tewell
Notary Public

My Commission Expires:

December 6, 2016

KATHALEE TEWELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires December 6, 2016

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer or value of property transferred (whichever is greater) is $4,936,500.00.

Sworn to and subscribed before me this 20th day of July, 2015.

Kathalee Tewell
Notary Public

My Commission Expires:

December 6, 2016

KATHALEE TEWELL
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires December 6, 2016

EXHIBIT A

LAND in Davidson County, Tennessee, being Lot No. 4, on the Plan of Revision One Shoppes on the Harpeth, as shown on plat of record in Instrument No. 200708070093922, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being a portion of the same property conveyed to Shoppes on the Harpeth, LLC, a Tennessee limited liability company by Quitclaim Deed of record in Instrument No. 200610100126008, in the Register's Office of Davidson County, Tennessee. An undivided fifty percent (50%) in such property was conveyed to MGS Investments, LLC pursuant to a quitclaim deed of record as Instrument No. 20150717-0070253, in said Register's Office.

EXHIBIT B

1. Taxes for the year 2015 and subsequent years, a lien, not yet due and payable.

2. Subject to all matters shown on the Plan of record as Instrument No. 20070807-0093922, Register's Office of Davidson County, Tennessee.

3. Terms and Provisions of Lease between Shoppes on the Harpeth LLC and The Sherwin-Williams Company of record in Instrument No. 20110504-0034233, Register's Office for Davidson County, Tennessee.

4. Agreement for Dedication of Easement for Water Line of record in Book 8019, Page 132, Book 8248, Page 230, and in Book 8248, Page 232, in the Register's Office for Davidson County, Tennessee.

5. Easement and Restrictive Covenant Agreement of record as Instrument No. 20070404-0040621 in the Register's Office for Davidson County, Tennessee, but omitting any restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.

6. License Agreement (unrecorded) dated January 5, 2007, between McDonald's USA, LLC and Shoppes on the Harpeth, LLC.

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