BILL GARRETT, Davidson County
Trans:T20150090765 DEEDWARRSP
Recvd: 10/26/15 10:22 6 pgs
Fees:33.00 Taxes:4070.00
20151026-0108400

This Instrument Prepared By:
Brad M. Wolfe
Slutzky, Wolfe and Bailey, LLP
2255 Cumberland Parkway, #1300
Atlanta, GA 30339

SPECIAL WARRANTY DEED

THIS INDENTURE is made and entered into as of this 21 day of October, 2015, by and between **IMPERIAL CATERING COMPANY, INC.**, a Missouri corporation (the "Grantor"), and **LAG INVESTMENTS HERMITAGE, LLC**, a Tennessee limited liability company (the "Grantee").

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, and convey unto the Grantee, the real estate situated and being in the County of Davidson, State of Tennessee, and being more particularly described as follows (the "Property"):

SEE **EXHIBIT A** ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE

Being the same property conveyed to Imperial Catering Company, Inc, by deed recorded as Inst. #20010720-0077197, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto Grantee, its successors and assigns in fee simple forever.

Grantor hereby covenants with Grantee that it is lawfully seized in fee of the Property; that it has a good right to sell and convey the same; that the same is unencumbered, except for those items set forth on **EXHIBIT B** attached hereto and incorporated hereby by reference; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons claiming by, through, and under a conveyance from the Grantor but not further or otherwise.

The words Grantor and Grantee as used herein shall mean "Grantors" and "Grantees," respectively, if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

THIS INSTRUMENT WAS PREPARED SOLELY FROM THE REVIEW OF COMMITMENT NUMBER 0815-7162 (THE "COMMITMENT"), EFFECTIVE AS OF AUGUST

21, 2015, ISSUED BY SOVEREIGN TITLE AND ESCROW, LLC, AS AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY. THE PREPARER MAKES NO REPRESENTATION AS TO THE STATUS OF TITLE TO THE PROPERTY BEING CONVEYED HEREIN. THIS INSTRUMENT HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER, WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN THAT IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

WITNESS the signature of Grantor as of the day and year first above written.

IMPERIAL CATERING COMPANY, INC.,
a Missouri corporation

By: _____
Name: Sheri Steffens
Its: President

[Corp Seal]

STATE OF Missouri
COUNTY OF St. Charles

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared Sheri Steffens, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be the President of Imperial Catering Company, Inc., a Missouri corporation, the within named bargainor, and that she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing the name of the corporation by herself as such President.

Witness my hand and seal this the 21st day of October, 2015.

Tricia A. Erpelding
Notary Public

My Commission Expires: May 1, 2018

TRICIA A. ERPELDING
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 14878696
St. Charles County
My Commission Expires: May 1, 2018

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

I hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred whichever is greater, is $1,100,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this _____ day of October, 2015.

Notary Public

My Commission Expires: _____

Property Address:
5000-B Old Hickory Road
Hermitage, Tennessee 37076
Tax Parcel I.D. No.: 075-00 0-176.00

Property Owner's Name and Address and Mail Tax Bills to:
LAG Investments Hermitage, LLC
3480 Ralston Avenue
Hillsborough, California 94010

see Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of San Mateo

Subscribed and sworn to (~~or affirmed~~) before me on this 21 day of October, 2015, by Gary Goodman,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(Seal)

TINA TAN
Commission # 2083464
Notary Public - California
San Francisco County
My Comm. Expires Oct 24, 2018

EXHIBIT A

Land located in Davidson County, Tennessee, being Lot Number 1A on the Final Plat of Hermitage Market Place, Third Revision, as of record in Plat Book 8250, page 855, Register's Office for Davidson County, Tennessee and more particularly described as follows:

Beginning at a property corner, said property corner being located on the Northeasterly right-of-way of Old Hickory Boulevard and the Southwesterly property corner of the above referenced Parcel 165; thence along the aforesaid right-of-way following a curve to the right with a Delta 06 deg. 09 min. 37 sec; a Radius of 1,829.86 feet, a length of 196.74 feet, a Tangent of 98.46 feet, a Chord length of 196.64 feet, a Chord Bearing of North 36 deg. 44 min. 04 sec. West to a point; thence North 55 deg. 57 min. 48 sec. East, 81.55 feet to a point; thence North 89 deg. 59 min. 43 sec. East, 151.01 feet, to a point; thence following a curve to the right with Delta of 74 deg. 17 min. 39 sec., a Radius of 37.48 feet, a length of 48.60 feet, a Tangent of 28.39 feet, a Chord length of 45.27 feet, a Chord Bearing of South 52 deg. 51 min. 27 sec. East, to a point; thence South 15 deg. 42 min. 37 sec. East 87.13 feet to a point, said point being on the Northerly property line of Parcel 122, Lot 9 of said Hermitage Market Place; thence following a curve to the left with a Delta of 31 deg. 46 min. 45 sec., a Radius of 230.00 feet, a length of 127.57 feet, a Tangent of 65.47 feet, a Chord length of 125.94 feet, a Chord Bearing of South 65 deg. 21 min. 17 sec. West, to a point; thence South 49 deg. 27 min. 55 sec. West, 60.82 feet to a point on said Northeasterly right-of-way of Old Hickory Boulevard and the point of beginning.

This legal description was prepared by Ronnie D. Lawery, Registration No. 1685, E. Roberts Alley & Associates, Inc., 230 Wilson Pike Circle, Brentwood, Tennessee 37027.

EXHIBIT B

1. Terms and provisions of Short Form Lease by and between Imperial Catering Company, Inc., a Missouri corporation and Steak N Shake Operations, Inc., an Indiana corporation, dated July 19, 2001, recorded as Instrument No. 20010720-0077198, Register's Office of Davidson County, Tennessee.
2. All matters shown on the Plan of record in Book 8250, page 855, Register's Office, Davidson County, Tennessee.
3. Covenants, conditions, and restrictions as set forth in instrument recorded in Deed Book 10202, Page 607, Register's Office of Davidson County, Tennessee.
4. Nashville Electric Service easement as set out in Boo 5647, page 515, Register's Office, Davidson County, Tennessee.
5. Signage easement recorded in Book 10202, page 607, Register's Office, Davidson County, Tennessee.
6. Reciprocal Cross Parking Easement Agreement between First Tennessee Bank National Association, Spartan Food Group, Inc., a Tennessee corporation, and Steak N Shake, Inc., an Indiana corporation, of record in Book 10741, page 821, Register's Office, Davidson County, Tennessee.
7. Storm Water Detention Agreement of record in Book 7323, page 649, Register's Office of Davidson County, Tennessee.