THIS INSTRUMENT PREPARED BY:
Steven R. Berg, Attorney at Law
311 Townepark Circle
Louisville, KY 40243

RESPONSIBLE TAXPAYER
METRO MANOR, LLC
c/o Arby's Restaurant Group
1155 Perimeter Circle West
Atlanta, GA 30338

Property Assessor's Parcel No.:
142 000359 00
142 000143 00

WARRANTY DEED

THIS WARRANTY DEED is made this 4th day of December 2015, between:

FORBELL, LLC,
a Tennessee limited liability company
c/o Robbins Properties
3100 West End Avenue - Suite 1070
Nashville, TN 37203

LAWRENCE A. SHAPIN, unmarried
11200 Easum Road
Louisville, Kentucky 40299

MARK G. ROBBINS, married
311 West End Avenue, Suite 1070
Nashville, Tennessee 37203

ROBERT F. OLIVER, married
7535 Beech Spring Farm Blvd.
Louisville, Kentucky 40241

BILL GARRETT, Davidson County
Trans:T20150102750 DEEDWARR
Recvd: 12/04/15 12:40 14 pgs
Fees:73.00 Taxes:13320.00
20151204-0122442

(the "Grantors")

TO:

METRO MANOR, LLC, a Tennessee limited liability company
c/o Frank Ghertner
Ghertner and Company
50 Vantage Way, Suite 100
Nashville, Tennessee 37202

(the "Grantee")

WITNESSETH:

For good and valuable consideration of the sum of Three Million Six Hundred Thousand and no/100 Dollars ($3,600,000.00) paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby sell, grant and convey unto Grantee, all of their right, title and interest, in fee simple; in and to that certain real property situated in Davidson County, Tennessee, and more particularly described as follows (the "Property"), with the hereditaments and appurtenances thereto appertaining, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Being the same property conveyed to the Grantors by Quit Claim Deed from FORBELL, LLC, a Tennessee limited liability company, ROBERT F. OLIVER, LAWRENCE A. SHAPIN and MARK G. ROBBINS, dated 12-4-2015 and recorded on 12-4-2015 as Instrument No. 20151204-0122441; in the Office of the Register of Deeds of Davidson County, Tennessee.

TO HAVE AND HOLD the Property together with all of the rights, privileges, appurtenances and improvements thereto belonging unto the Grantee, and Grantee's successors and assigns forever.

And Grantors, for themselves and their successors and assigns hereby covenants with Grantee, its representatives, successors and assigns, that Grantors are lawfully seized in fee simple of the premises herein conveyed, have full power, authority and right to convey the same; that Grantors will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever; and that such premises are free from all encumbrances except (a) the lien of ad valorem real property taxes assessed as of January 1, 2016, which the Grantee agrees and accepts to pay: and (b) the matters shown on Exhibit B, attached hereto and made a part hereof.

WITNESS the signatures of the Grantors as of the date set forth above but actually on the date set forth in the notarial certificate below.

GRANTORS:
FORBELL, LLC,
a Tennessee limited liability company

BY: Carol Miller
CAROL MILLER, Member

LAWRENCE A. SHAPIN

MARK G. ROBBINS

WITNESSETH:

For good and valuable consideration of the sum of Three Million Six Hundred Thousand and no/100 Dollars ($3,600,000.00) paid, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby sell, grant and convey unto Grantee, all of their right, title and interest, in fee simple; in and to that certain real property situated in Davidson County, Tennessee, and more particularly described as follows (the "Property"), with the hereditaments and appurtenances thereto appertaining, to wit:

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GRANTORS:
FORBELL, LLC,
a Tennessee limited liability company

BY: _____
CAROL MILLER, Member

_____
LAWRENCE A. SHAPIN

_____
MARK G. ROBBINS

WITNESSETH:

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GRANTORS:
FORBELL, LLC,
a Tennessee limited liability company

BY: _____
CAROL MILLER, Member

_____
LAWRENCE A. SHAPIN

_____
MARK G. ROBBINS

ROBERT F. OLIVER

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Carol Miller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged for herself, as a Member of FORBELL, LLC, a Tennessee limited liability company, the within named Grantor, that she executed the foregoing Warranty Deed for the purposes therein contained by signing her name to be her free act and deed as a member on behalf of the said Company.

WITNESS my hand and seal, at office this _____ day of _____, 2015.

My commission expires: _____

_____
Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Lawrence A. Shapin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged for himself, the within named Grantor, that he executed the foregoing Warranty Deed for the purposes therein contained by signing his name to be his free act and deed.

WITNESS my hand and seal, at office this _____ day of _____, 2015.

My commission expires: _____

_____
Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Robert F. Oliver, with whom I am personally acquainted (or proved to me on the basis

of satisfactory evidence), and who, upon oath, acknowledged for himself, the within named Grantor, that he executed the foregoing Warranty Deed for the purposes therein contained by signing his name to be his free act and deed.

WITNESS my hand and seal, at office this 4th day of December, 2015.

My commission expires: June 29, 2018

Dorothy L. Carle
Notary Public

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Mark G. Robbins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged for himself, the within named Grantor, that he executed the foregoing Warranty Deed for the purposes therein contained by signing his name to be his free act and deed.

WITNESS my hand and seal, at office this _____ day of_____, 2015.

My commission expires: _____

_____
Notary Public

of satisfactory evidence), and who, upon oath, acknowledged for himself, the within named Grantor, that he executed the foregoing Warranty Deed for the purposes therein contained by signing his name to be his free act and deed.

WITNESS my hand and seal, at office this _____ day of _____, 2015.

My commission expires: _____

_____
Notary Public

STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Mark G. Robbins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged for himself, the within named Grantor, that he executed the foregoing Warranty Deed for the purposes therein contained by signing his name to be his free act and deed.

WITNESS my hand and seal, at office this 2nd day of December, 2015.

My commission expires: March 7, 2017

Theresa Clouse
Notary Public

THERESA CLOUSE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 7, 2017

ROBERT F. OLIVER

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Carol Miller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged for herself, as a Member of FORBELL, LLC, a Tennessee limited liability company, the within named Grantor, that she executed the foregoing Warranty Deed for the purposes therein contained by signing her name to be her free act and deed as a member on behalf of the said Company.

WITNESS my hand and seal, at office this _____ day of _____, 2015.

My commission expires: _____

Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Lawrence A. Shapin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged for himself, the within named Grantor, that he executed the foregoing Warranty Deed for the purposes therein contained by signing his name to be his free act and deed.

WITNESS my hand and seal, at office this 4th day of December, 2015.

My commission expires: June 29, 2018

Dorothy D. Carle

Notary Public

DOROTHY D. CARLE NOTARY PUBLIC STATE AT LARGE

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Robert F. Oliver, with whom I am personally acquainted (or proved to me on the basis

ROBERT F. OLIVER

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Carol Miller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged for herself, as a Member of FORBELL, LLC, a Tennessee limited liability company, the within named Grantor, that she executed the foregoing Warranty Deed for the purposes therein contained by signing her name to be her free act and deed as a member on behalf of the said Company.

WITNESS my hand and seal, at office this 4th day of December, 2015.

My commission expires: June 29, 2018

Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Lawrence A. Shapin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged for himself, the within named Grantor, that he executed the foregoing Warranty Deed for the purposes therein contained by signing his name to be his free act and deed.

WITNESS my hand and seal, at office this _____ day of _____, 2015.

My commission expires: _____

Notary Public

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned authority, of the state and county aforesaid, personally appeared Robert F. Oliver, with whom I am personally acquainted (or proved to me on the basis

AFFIDAVIT OF CONSIDERATION

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred whichever is greater is $3,600,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT:
FORBELL, LLC, a Kentucky limited liability company

BY: Carol Miller
CAROL MILLER, Member

Subscribed and sworn to before me this 4th day of December, 2015.

Dorothy D. Clark
Notary Public

My Commission expires: June 29, 2018

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 143

Beginning at an iron rod on the east right-of-way of Coley-Davis Road, said point being the northwest corner of Lot 8 on the Resubdivison of Lot 7, Galleries at Bellevue, as recorded as Instrument No. 20010306-0021171, Register's Office Davidson County, Tennessee and being the southwest corner of this parcel;

Thence with said road right-of-way and a curve to the left, delta of 02`53'52", radius of 408.57 feet, length of 20.66 feet and having a chord bearing of N33`24'10"E 20.66 feet to an iron rod;

Thence continuing with said road right-of-way, N31`56'47"E 161.50 feet to an iron rod at the right-of-way return curve;

Thence with return curve to the right, delta of 89`06'40", radius of 50.00' length of 77.76 feet and having a chord bearing of N76`31'44"E 70.16 feet to an iron rod on the right-of-way of U.S. Highway 70 South;

Thence with the right-of-way of U.S. Highway 70 South, N30~08'41"E 2.18 feet to an iron rod;

Thence continuing with said right-of-way and a curve to the left, delta of 06`08'14", radius of 1933.73 feet, length of 207.13 feet and having a chord bearing of S63`43'33"E 207.03 feet to an iron rod;

Thence leaving said road with the line of Lot 7 on the Resubdivision of Lot 7, Galleries at Bellevue, S44`13'41"W 303.69 feet and passing through an iron rod at 12.68 feet to an iron rod on the north line of Lot 8 on the Resubdivision of Lot 7, Galleries at Bellevue;

Thence with the north line of Lot 8, N45`39'57"W 195.67 feet to the point of beginning;

Containing 58,015 square feet, or 1.331 acres, more or less.

As surveyed October 05, 2015 by: L. Steven Bridges, Jr., RLS#1740 of Bridges Land Surveying and Consulting, 205 Shivel Drive, Hendersonville, Tennessee 37075-3518. Phone: 615-822-5394

PARCEL 359

Being Lot 8 on the Resubdivision of Lot 7, Galleries of Bellevue, as recorded as Instrument No. 20010306-0021171, Register's Office Davidson County, Tennessee. Describes more precisely as follows:

Beginning at an iron rod on the east right-of-way of Coley-Davis Road, said point being located 182.16 feet south of the return curve from U.S. Highway 70 South with Coley-Davis Road and being the northwest corner of this lot;

Thence leaving said road right-of-way, S45`39'57"E 195.67 feet to an iron rod at the corner of lot 7 of this subdivision;

Thence with the line of lot 7 S45`39'57"E 131.01 feet to an iron rod at the northeast corner of this lot;

Thence, S44`13'41"W 94.27 feet to a P.K. Nail on the line of lot 6 on the plat of the Resubdivision of lots 3 and 4, Galleries at Bellevue, as of record in Plat Book 7900, Page 534, Register's Office Davidson County, Tennessee;

Thence with the line of lot 6, N45`46'19" W 77.00 feet to a point;

Thence continuing the line of lot 6, N44`13'41"E 51.00 feet to a point;

Thence Continuing with the line of lot 6, N45`39'57" W 244.88 feet to a point on the right-of-way of Coley-Davis Road;

Thence with the right-of-way of Coley-Davis Road and a curve to the left, delta of 06`07'45", radius of 408.57 feet, length of 43.71 feet and having a chord bearing of N37`54'58"E 43.69 feet to the point of beginning;

Containing 17,982 square feet, or 0.412 acres, more or less.

As surveyed October 05, 2015 by: L. Steven Bridges, Jr., RLS#1740 of Bridges Land Surveying and Consulting, 205 Shivel Drive, Hendersonville, Tennessee 37075-3518. Phone: 615-822-5394

EXHIBIT B

PERMITTED EXCEPTIONS

WITH RESPECT TO PARCEL I

1. Easement Agreement between JRN, Inc., and Byrd, Mann, McAfee, Neal, Watson, Bellevue, Tennessee #2 Realty, a joint venture, dated October 9, 2003, and recorded as Instrument No. 20031015-0153056 in the Office of the Register of Deeds of Davidson County, Tennessee.

2. Covenants and restrictions contained in the deed to JRN, Inc., recorded as Instrument No. 20031015-01530055, in the Office of the Register aforesaid.

WITH RESPECT TO PARCEL II

1. Terms and provisions of Reciprocal Easement and Operation Agreement recorded in Book 8323, Page 183, as amended in Book 8394, Page 993, as amended in Book 9214, Page 962, as amended in Book 9720, Page 53, all in the Office of the Register of Deeds of Davidson County, Tennessee.

2. Joint Access and Utility Easement by and between The Bellevue Galleries, L.P., Service Merchandise Company, Inc., and Stewart F. Kresge, Trustee, dated as of February 11, 1991, of record in Book 8293, Page 3, as amended in Book 8323, Page 82, both in the Office of the Register aforesaid. Said easement provides for maintenance obligations affecting the owner of Tract II.

3. Ground Lease and Declaration of Easements, Covenants and Restrictions dated March 27, 1991, of record in Book 8323, Page 111, in the Office of the Register aforesaid.

4. Reciprocal Easement, Maintenance, Indemnity and Restriction Agreement dated January 7, 1994, of record in Book 9214, Page 985. In the Office of the Clerk aforesaid.

5. Matters depicted or disclosed by survey of Mark E. Sawyer, Sawyer Land Surveying, P.O. Box 215, Spring Hill, TN, RLS No. 1649, dated December 13, 2002, as corrected on December 16, 2002, Job No. 02-086 (Affects Lot 8).

6. Easement for sewer line to Harpeth Valley Utility District of record in Book 6673, Page 43, in the Office of the Register aforesaid.

7. Agreement for Dedication of Public Utilities Easement to Harpeth Valley Utilities District recorded as Instrument No. 20010302-0019758, in the Office of the Register aforesaid.

8. Matters depicted or disclosed by map of record in Book 7900, Page 534, in the Office of the Register aforesaid.

9. Development Agreement between the Bellevue Galleries, L. P. And Home Depot U.S.A., Inc., dated March 27, 1991, of record in Book 8323, Page 234, as amended by First Amendment to Development Agreement of record in Book 8617, Page 890, both in the Office of the Register aforesaid.

10. Memorandum of Agreement between The Bellevue Galleries, L.P. and Toys "R" US, Inc., dated July 3, 1991 of record in Book 8395, Page 6, in the Office of the Register aforesaid.

11. Declaration of Restrictive Covenant filed of record in Book 8399, Page 90, in the Office of the Register aforesaid.

12. Matter depicted or disclosed by plats recorded in Book 7900, Page 272 and as Instrument No. 20010306-0021171, in the Office of the Register aforesaid, to include the following:
    a. public utility easement of 20 feet along Coley Davis Road;
    b. 15 foot drainage easement crosses the property;
    c. Proposed 10 foot water line easement crosses the property;
    d. 20 foot sanitary sewer easement crosses the property.