STATE OF Tennessee,
COUNTY OF Davidson : ss
I hereby swear or affirm that to the best of the Affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $795,000.00.

Mandy Gomez, AFFIANT.

SWORN TO AND SUBSCRIBED BEFORE me this 2nd day of December, 2015.

R. KIRKLAND MOSER, NOTARY PUBLIC
My commission expires: 6-21-2016

STATE OF TENNESSEE NOTARY PUBLIC SUMNER COUNTY

PARCEL NUMBER:
10408041800

PROPERTY ADDRESS:
2000 Wedgewood Ave.
Nashville, TN 37212

MAIL TAX NOTICES TO:
SEA 137, LLC
c/o GBT Realty Corporation
9010 Overlook Boulevard
Brentwood, TN 37027

PROPERTY OWNER:
SEA 137, LLC
c/o GBT Realty Corporation
9010 Overlook Boulevard
Brentwood, TN 37027

BILL GARRETT, Davidson County
Trans:T20150103816 DEEDWARRSP
Recvd: 12/08/15 16:12 5 pgs
Fees:28.00 Taxes:2941.50
20151208-0123693

THIS INSTRUMENT PREPARED FOR RECORDING WITHOUT BENEFIT OF TITLE EXAMINATION AND PRIOR TO EXECUTION BY: Sean S. Suder, Esq., Graydon Head & Ritchey, LLP, 511 Walnut Street, Suite 1900, Cincinnati, Ohio 45202

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 7th day of December, 2015 by and between **FIFTH THIRD BANK**, an Ohio banking corporation ("***Grantor***") and **SEA 137, LLC,** a Georgia limited liability company ("***Grantee***").

WITNESSETH: That for the consideration hereinafter expressed, the Grantor has bargained sold and does hereby transfer and convey with special warranty covenants to Grantee, its successors and assigns, all of that tract or parcel of land in Davidson County, Tennessee, more particularly described on Exhibit "A" hereto (the "***Real Property***").

Prior instrument reference: Instrument Number 20040617-0071871, of the Davidson County, Tennessee Register's Office.

TO HAVE AND HOLD the Real Property, with the appurtenances, estate, title, and interest thereto belonging, to Grantee, its successors, heirs, and assigns, forever, subject to: (i) non-delinquent real estate taxes and assessments, (ii) all easements, covenants, conditions, restrictions and other agreements of record, including but not limited to that certain Declaration of Covenants, Conditions and Restrictions of Blakemore Associates, P.U.D., recorded at Book 8908, Page 632 of the Register's Office for Davidson County, Tennessee (the "***Declaration***"), (iii) all matters which would be disclosed by a recent and accurate survey of the Real Property, (iv) public streets and legal highways, (v) municipal, zoning, and subdivision laws and ordinances, (vi) those certain restrictions against use of the Real Property, as set forth in the paragraph below titled "Restriction Against Use," (vii) the reservation of ingress and egress

easement as set forth in the paragraph below titled "Reservation of Ingress and Egress Easement," and (viii) those certain covenants and restrictions as set forth in the paragraph below titled "Covenants and Restrictions."

RESTRICTION AGAINST USE: Grantee and its successors and assigns shall not allow or permit the Real Property or any portion thereof, to be used for the operation of any drive-thru, financial institution, banks, savings and loans, trust companies, ATM's, automated teller machines, or other free standing cash dispensing or financial transaction machines, stock brokerages, mortgage companies, brokerages, credit unions, or any type of financial services entity or any entity offering any Banking Services, as defined herein except by Grantor, its successors and assigns. For purposes of the foregoing restriction, "***Banking Services***" shall mean the provision of checking, savings, check cashing, credit card, commercial loan, consumer loan, residential loan, international letters of credit, trust, automatic teller, securities brokerage, and other financial services provided by commercial banking and savings and loan institutions to commercial and consumer customers. The foregoing restriction shall run with the Real Property in perpetuity.

RESERVATION OF INGRESS AND EGRESS EASEMENT: Grantor hereby reserves and the conveyance of the Real Property herein is subject to a non-exclusive perpetual easement for the benefit and use of Grantor, its successors and assigns as the owner of the real property described in Exhibit "B", attached hereto and made a part hereof (the "***Grantor Property***"), for pedestrian and vehicular ingress and egress to and from Wedgewood Avenue and the Grantor Property on, over and across the existing paved areas and curb cuts located on the Real Property as of the date of this conveyance.

COVENANTS AND RESTRICTIONS: Grantee, for and on behalf of itself and its successors and assigns, hereby covenants warrants and agrees the Grantee will not vote to amend or terminate the Declaration without the express prior written consent of Grantor or its successors or assigns, which consent may be withheld for any reason or for no reason.

And Grantor covenants that it is seized and possessed of the Real Property, and has a right to convey it, and Grantor specially warrants the title against all persons claiming under Grantor.

Grantor by execution and delivery hereof warrants the title to said real estate as to and against its own acts only and none other.

THE CONSIDERATION for this conveyance is TEN AND 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Grantor has executed this instrument on this 7th day of December, 2015.

FIFTH THIRD BANK,
an Ohio banking corporation

By: _____
Name: Jeffrey Smith
Title: Vice President

By: _____
Name: Karen Majors
Title: Vice President

STATE OF OHIO

COUNTY OF HAMILTON

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Jeffrey Smith, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Vice President of Fifth Third Bank, the within named bargainor, an Ohio banking corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Fifth Third Bank by himself as Vice President.

WITNESS my hand and official seal at office this 7th day of December, 2015.

_____
Notary Public

MONICA DONATH KOHNEN, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.

My Commission Expires: _____

STATE OF OHIO

COUNTY OF HAMILTON

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Karen Majors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged herself to be the Vice President of Fifth Third Bank, the within named bargainor, an Ohio banking corporation, and that she as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Fifth Third Bank by herself as Vice President.

WITNESS my hand and official seal at office this 7th day of December, 2015.

_____
Notary Public

MONICA DONATH KOHNEN, Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.

My Commission Expires: _____

EXHIBIT A

Legal Description

Land lying in Davidson County, Tennessee, more particularly described as follows:

Lot No. 1 on the Plan of Revision One of the Phase I and II Subdivision Plat of the Blakemore Associates, P.U.D., as shown on plat of record in Plat Book 8250, page 198, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being a portion of the property conveyed to Grantor by Quitclaim Deed from Patrick J. Higdon and Sue H. Higdon, of record as Instrument No. 20040617-0071871, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Legal Description of Grantor Property

Land lying in Davidson County, Tennessee, more particularly described as follows:

Lot No. 2 on the Plan of Revision One of the Phase I and II Subdivision Plat of the Blakemore Associates, P.U.D., as shown on plat of record in Plat Book 8250, page 198, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being a portion of the property conveyed to Grantor by Quitclaim Deed from Patrick J. Higdon and Sue H. Higdon, of record as Instrument No. 20040617-0071871, Register's Office for Davidson County, Tennessee.