BILL GARRETT, Davidson County
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This document prepared by:
John F. Walsh
Wal-Mart Realty
2001 S.E. 10th Street
Bentonville, AR 72716-5535

197801 4232

After recording, mail to:
Lawyers Title Company
4131 N. Central Expressway, Suite 450
Dallas, TX 75204
Attn: Denise Bell

Name and address for person(s) responsible for taxes:
CK Spacemax Nashville, LLC
300 Galleria Parkway, S.E., Suite 200
Atlanta, GA 30339
Attn: Chris Poholek

Name and address of Property Owner:
CK Spacemax Nashville, LLC
300 Galleria Parkway, S.E., Suite 200
Atlanta, GA 30339
Attn: Chris Poholek

Parcel Identification Number: 083-01-0-459.00 Davidson County

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is made effective June 16, 2016, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Grantor"); and **CK SPACEMAX NASHVILLE, LLC**, a Georgia limited liability company, with an address of 300 Galleria Parkway, S.E., Suite 200, Atlanta, GA 30339 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, together with all improvements and fixtures of any kind thereon, including, but not limited to, a retail building, situated, lying, and being in the City of Nashville, County of Davidson, State of Tennessee, as more particularly described to wit:

This is improved property known as 1216 Gallatin Avenue.

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

TO HAVE AND TO HOLD said Property unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record. Notwithstanding the foregoing, Grantor hereby reserves unto Grantor, and its successors and assigns, all of Grantor's present and reversionary rights, titles and interests in and to all of the oil, gas, coal and other minerals in, on and under or that may be produced from the Property ("**Grantor's Retained Minerals**"). Grantor hereby agrees to waive and does hereby waive any and all rights to go on or about or use the surface of the property for the exploration, production or development of oil, gas, coal or other minerals, and Grantor does hereby agree, in conducting exploration for, and production, processing, transportation, and marketing of oil, gas, coal or other minerals from the Property, not to use or occupy any portion of the surface of any part of the Property or place any fixtures, equipment, buildings or structures thereon; provided, however, this waiver (i) shall not be construed as waiving, releasing, or relinquishing any of Grantor's right, title or interest in and to the oil, gas, coal and other minerals that may be produced from the Property or the right of Grantor to explore, develop or produce such oil, gas, coal and other minerals by means which do not include the use of the surface of the Property, including, without limitation, directional wells drilled under any part of the Property from a site off the Property or by pooling or unitization of the Property with other lands and (ii) shall not be construed as waiving, releasing, relinquishing any right, title or interest of a third party who obtained surface or subsurface rights prior to the acquisition of the Property by Grantor . The term **"minerals"** as used herein means minerals of every kind and character, including, without limitation, oil, gas, casinghead gas, liquid and gaseous hydrocarbons, sulphur, coal, lignite, quartz, brine, salt, peat, coal seam gas, coal bed methane, metals, ores, uranium, vanadium and other fissionable source materials and spatially associated materials, and geothermal energy (including entrained methane, hydrostatic pressure and thermal energy). In addition, in respect of the Grantor's Retained Minerals all future leases or conveyances of all or any part of the Grantor's Retained Minerals shall be subject to and burdened by the surface waiver provisions set forth in the preceding paragraph of this Deed and automatically shall be construed to contain a contractual waiver by the lessee or grantee (as applicable) of the right to use any portion of the surface of the Property for the exploration, production or development of oil, gas, coal or other minerals. The foregoing provisions shall be covenants running with the Property binding upon all or any part of the Grantor's Retained Minerals and inuring to the benefit of, and enforceable by, Grantee and any future owners of all or any part of the surface estate of the Property. If any one or more of the foregoing provisions, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other of the foregoing provisions and all other applications of any such provision shall not be affected thereby.

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

(a) The Property will not be used for or in support of the following: (i) a grocery store or supermarket, as hereinafter defined below; (ii) a wholesale club operation similar to that of a Sam's Club owned and operated by Walmart; (iii) a discount department store or other discount store, as hereinafter defined; (iv) a pharmacy; or (v) 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 (the "Property Restrictions"). "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than eight thousand (8,000) square feet of gross leasable area, for the purpose of selling food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products; or any grocery products normally sold in such stores or departments. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than fifty thousand (50,000) square feet of gross leasable area, for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Walmart. Notwithstanding the foregoing, the Property Restrictions shall not apply to Wal-Mart Stores, Inc., or any parent company, affiliate, subsidiary, or related company.

(b) 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; or (ii) bar or night club (the "Noxious Use Restrictions").

(c) The Property Restrictions shall remain in effect for a period of twenty-five (25) years. 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. The aforesaid covenants, conditions, and restrictions 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, and restrictions 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.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2016, and thereafter.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Director and caused its seal to be hereto affixed the 9th day of June, 2016.

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: _____
Nick Goodner

[SEAL]

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, on this June 9, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nick Goodner to me personally known, who being by me duly sworn did say that he/~~she~~ is Director of the Grantor in the foregoing special warranty deed, and that the seal thereto affixed is the seal of said Wal-Mart Real Estate Business Trust, and that said special warranty deed was signed, sealed and delivered by him/her on behalf of said trust by authority of its Managing Trustee and said Nick Goodner acknowledged said special warranty deed to be the free act and deed of said trust.

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

By: _____
Name: Elizabeth E. Robbins
Notary Public

ELIZABETH E. ROBBINS
Benton County
Commission Number 12690925
Notary Public - Arkansas
My Commission Expires May 01, 2025

Exhibit "A"
to Special Warranty Deed

[Legal Description]

A tract of land located in Davidson County, Tennessee, being Lot No. 1 on the Plan of Final Plat Wal-Mart Neighborhood Market, as recorded at Instrument No. 20041129-0141459, Register's Office of Davidson County, Tennessee.

Beginning at a mag nail set in the westerly right-of-way of Gallatin Avenue being approximately 268 feet north from the center of West Greenwood Ave, being the northeast corner of a 12 foot alley of record in Deed Book 5481, page 980, R.O.D.C.Tn; thence with the northerly right-of-way of said alley North 84 deg. 08' 34" West, 478.55 feet to an iron rod set in the easterly right-of-way of Bailey Street; thence with said easterly right-of-way as follows: north 12 deg. 05' 16" East, 102.56 feet to an iron rod set; North 12 deg. 18' 22" East, 308.00 feet to an iron rod set in the southerly right-of-way of a 12 foot alley of record in Plat Book 161, page 172, R.O.D.C.Tn; thence with said alley as follows: South 83 deg. 50' 34" East, 150.31 feet to a concrete monument; South 83 deg. 36' 04" East, 202.80 feet; thence South 05 deg. 51' 17" West, 56.77 feet; thence South 84 deg. 10' 00" East, 35.45 feet; thence southeasterly with a curve to the left 21.99 feet, said curve having a radius of 14.00 feet, a delta of 90 deg. 00' 00" and a chord of 19.80 feet at South 39 deg. 10' 00" East; thence South 84 deg. 10' 00" East, 68.10 feet; thence southeasterly with a curve to the right 32.23 feet, said curve having a radius of 133.00 feet, a delta of 13 deg. 53' 00" and a chord of 32.15 feet at South 77 deg. 13' 30" East; thence South 70 deg. 17' 00" East, 16.19 feet to a chiseled "X" in the westerly right-of-way of Gallatin Avenue; thence with said right-of-way as follows: Southwesterly with a curve to the left 80.54 feet to a mag nail, said curve having a radius of 700.00 feet, a delta of 6 deg. 35' 32" and a chord of 80.50 feet at South 22 deg. 04' 02" West, South 20 deg. 01' 45" West, 256.58 feet to the beginning, containing 19+,358 square feet or 4.462 acres, more or less.

Being the same property conveyed to Wal-Mart Real Estate Business Trust, a Delawre statutory trust, by Warranty Deeds of record at Instrument No. 20041213-0147654, Instrument No. 20041213-0147656, Instrument No. 20041213-0147662, Instrument No. 20041213-0147663, Instrument No. 20041213-0147664, Instrument No. 20041213-0147658, Instrument No. 20041213-0147666, Instrument No. 20041213-0147660, Instrument No. 20041213-0147661, and by Quitclaim Deed recorded at Instrument No. 20041213-0147669, Register's Office of Davidson County, Tennessee.

AFFIDAVIT OF VALUE

STATE OF ARKANSAS

COUNTY OF BENTON

The actual consideration or value, whichever is greater, for this transfer is $5,000,000.00.

John F. Walsh

Affiant: John F. Walsh

Subscribed and sworn to before me this 9th day of June, 2016.

Notary Public: Elizabeth E Robbins

My Commission Expires: 5/1/2025

ELIZABETH E. ROBBINS
Benton County
Commission Number 12690925
Notary Public - Arkansas
My Commission Expires May 01, 2025