BILL GARRETT, Davidson County
Trans:T20160074014 DEEDWARRSP
Recvd: 08/24/16 14:30 6 pgs
Fees:33.00 Taxes:3515.00
20160824-0088733

This instrument prepared by:
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Attention: Jason A. Strain, Esq.
165 Madison Avenue, Suite 2000
Memphis, TN 38103

New Property Owner:
First Tennessee Bank National Association

Property Address:
2360 Murfreesboro Pike
Nashville, TN 37217

Send Tax Bills to:
First Tennessee Bank National Association
Attn: Corporate Real Estate and Administrative Services
165 Madison Avenue
Memphis, Tennessee 38103

Map Parcel Number:
149-3-B/35C0

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of August 23, 2016 between **MPI MURFREESBORO PIKE, LLC**, a Tennessee limited liability company (herein called "Grantor"), whose mailing address is 2605 Elm Hill Pike, Suite E, Nashville, Tennessee 37214, and **FIRST TENNESSEE BANK NATIONAL ASSOCIATION,** a national banking association (herein called "Grantee"), whose mailing address is 165 Madison Avenue, Memphis, Tennessee 38103.

WITNESSETH: That Grantor, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed and confirmed and by these presents does grant, bargain, sell, convey and confirm unto Grantee all that tract or parcel of land described on **Exhibit A**, attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

Without expanding by implication the limited nature of this warranty, this Deed and the warranty of title contained herein are made expressly subject to the list of permitted exceptions set forth on **Exhibit B** attached hereto and made a part hereof (collectively, the "Permitted Exceptions"). By accepting this Deed, Grantee is deemed to have assumed all of Grantor's obligations relating to the Property under the Permitted Exceptions.

Except as to any claims arising from or with respect to the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

Grantee by acceptance of this Special Warranty Deed, agrees that the Property shall not be used for any of the uses described on **Exhibit C** attached hereto; provided, however, that the foregoing restrictions shall be binding upon each owner of the Property from time to time only

during its respective term of ownership of the Property and neither Grantee nor any subsequent owner shall be liable for any breach of such restrictions by a successor owner.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

MPI MURFREESBORO PIKE, LLC, a Tennessee limited liability company

By: KPCD, LLC, a Tennessee limited liability company

Title: Manager

By: KPCD II, LLC, a Tennessee limited liability company

Title: Sole Member

By: _____

Name: Kenneth M. Powers, Sole Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

PERSONALLY appeared before me, Peggy Axford a Notary Public in and for said County and State, Kenneth M. Powers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Sole Member of KPCD II, LLC, a Tennessee limited liability company, the Sole Member of KPCD, LLC, a Tennessee limited liability company, the Manager of MPI MURFREESBORO PIKE, LLC, the within named bargainor, a Tennessee limited liability company, and he as such Sole Member of the Manager executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Sole Member of the Manager.

WITNESS my hand, at office this 22nd day of August, 2016.

PEGGY AXFORD STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES MAR. 10, 2019

Peggy Axford
NOTARY PUBLIC

My Commission Expires: _____ [NOTARY SEAL]

Affidavit of Value appears on the following page.

AFFIDAVIT OF VALUE

STATE OF TENNESSEE
COUNTY OF SHELBY

I, the undersigned, 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 $950,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: _____
Name: Stephen Bieber
Its: SVP-Real Estate Director

Subscribed and sworn to before me this 22nd day of August, 2016.

_____
Notary Public

My commission expires: _____

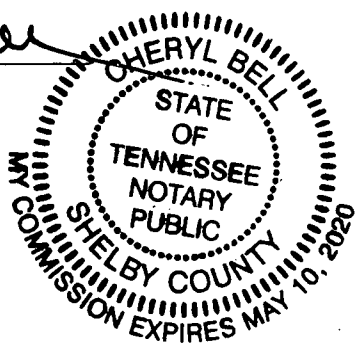


EXHIBIT A

LEGAL DESCRIPTION

LAND in Davidson County, Tennessee, being Lot No. 1, on the Plan of Final Plat First Tennessee Bank, as shown on plat of record in Instrument No. 20041080121835, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to MPI Murfireesboro Pike, LLC, a Tennessee limited liability company by Quitclaim Deed of record in Instrument No. 200712200146312, Register's Office for Davidson County, Tennessee.

Together with appurtenant easements contained in the Easement Agreement for Perpetual Reciprocal Easement and Declaration of Restrictive Covenants recorded at Instrument No. 20040122-0008599, Register's Office, Davidson County, Tennessee, and assigned in Assignment of Easement Agreement for Perpetual Reciprocal Easement and Declaration of Restrictive Covenants at Instrument No. 20040122-0008600, said Register's Office.

EXHIBIT B

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2016 a lien, not yet due and payable.

2. Subject to all matters shown on the Plan of record as Instrument No. 200007280074429, Register's Office of Davidson County, Tennessee.

3. Subject to all matters shown on the Plan of record as Instrument No. 200410080121835, Register's Office of Davidson County, Tennessee.

4. Stormwater Detention Agreement of record in Instrument No. 200407120082782, Register's Office of Davidson County, Tennessee.

5. Terms, provisions, covenants, conditions, restrictions and easements as provided in Easement Agreement for Perpetual Reciprocal Easement and Declaration of Restrictive Covenants of record in Instrument No. 200401220008599 as assigned in Instrument No. 200401220008600, Register's Office for Davidson County, Tennessee.

EXHIBIT C

PROHIBITED USES

The Premises may not be used for any of the following uses:

1. Tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premise consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than fifty percent (50%) of the restaurant's gross revenues.
2. A bowling alley, billiard parlor, arcade, game room or other amusement center.
3. Movie Cinema and/or Theatre.
4. Health club or gymnasium.
5. Service station, automotive repair shop or convenience store.
6. Pawn shop or flea market.
7. Dry cleaning plant, central laundry or Laundromat.
8. Car Wash.
9. Establishment for the sale of vehicles, mobile homes and recreational vehicles.
10. Storage or mini warehouse facility.
11. Adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including, without limitation, magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts).
12. Massage parlor.
13. Funeral home, crematory or mortuary.
14. Veterinary hospital or animal raising or keeping facilities.
15. Gambling establishment or betting parlor.
16. Nursery and/or lawn and garden store.
17. Governmental offices.
18. Parking lot for day or longer term vehicle parking.
19. Animal shelter or retail pet store where pets are sold or housed overnight.
20. Check advance (or payday loan) establishment, etc.; provided, however, that check cashing, loan advances and deposits as incidents of banking or other financial institutions regulated by the State or Federal government are expressly excepted from this prohibition.
21. Any unlawful purpose or in any way which would constitute a legal nuisance.