LISA BRACEY-FARRIS
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

THIS INSTRUMENT PREPARED BY:

Talbott Ottinger, Esq.
MCKENZIE LAIRD OTTINGER LEACH, PLLC
3835 Cleghorn Avenue, Suite 250
Nashville, TN 37215

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $6,850,000.00.

Heather Wood
Affiant

Subscribed and sworn to before me, this 08 day of March 2018.

Lisa Bracey Farris
Notary Public
My Commission Expires: 09-26-2020

Bill Garrett Davidson County
Batch# 67548 **DEEDWARRSP**
03/09/2018 03:15:22 PM 5 pgs
Fees: $28.00 Taxes: $25,345.00

20180309-0022752

SPECIAL WARRANTY DEED

Address New Owner:	Send Tax Bills To:	Map-Parcel Number(s):
2216 Abbott Martin, LLC 2216 Abbott Martin Road, Ste 200 Nashville, TN 37215	New Owner	Map 117-14, Parcel 417 Parcel No. 11714041700

FOR AND IN CONSIDERATION of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Fifth Third Bank**, an Ohio banking corporation ("**Grantor**"), has bargained and sold, and does hereby transfer and convey unto **2216 Abbott Martin, LLC**, a Tennessee limited liability company ("**Grantee**"), its successors, heirs and assigns, certain real property located in Davidson County, Tennessee, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**"), together with (A) all rights, easements, interests, privileges, tenements and hereditaments appurtenant to the Property, and (B) all of Grantor's right, title and interest, whether now or hereafter acquired, in the land lying beneath the roads, streets, highways, avenues and alleys adjoining the Property.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. Notwithstanding the foregoing, this conveyance is expressly made subject to (A) real property taxes and assessments for 2018 and subsequent years, (B) all easements, covenants, conditions, restrictions and other agreements of record, (C) all matters which would be disclosed by a recent and accurate survey of the Property, (D) public streets and legal highways, (E) municipal, zoning and subdivision laws and ordinances, (F) that certain Lease Agreement between Grantor and Grantee dated as of the date of this Special Warranty Deed (the "Lease") and (G) that certain Parking Agreement dated January 5, 2015 between Grantor and Forte/MGC Property, LLC.

Additionally, until the date that is six (6) months after the expiration or earlier termination of the Lease, except as otherwise provided below with respect to Grantor under the Lease, no portion of the Property may be used for the operation of: (i) any Noxious Uses (as hereinafter defined), (ii) any financial institutions, banks, savings and loans, trust companies, 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) or (iii) any type of brokerage, mortgage or financial services or Banking Services. As used herein "**Banking Services**" will 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. In the event of a breach, or attempted or threatened breach of such use restrictions, Grantor or its successors or assigns, shall be entitled to full and adequate relief by injunction and all other available legal and equitable remedies from the consequences of such breach. Notwithstanding the foregoing, the restrictions set forth above shall not in any event restrict Grantor's right to use the portion of the Property leased to Grantor under the Lease, in accordance with the terms of the Lease. As used herein, "**Noxious Uses**" shall mean any of the following:

1. any facility for the sale of paraphernalia for use with illicit drugs or any marijuana dispensary or similar business;
2. night club;
3. cocktail lounge, bar or any other establishment that sells alcoholic beverages for on-premises consumption (however, this shall not prohibit any such business operated in connection with a restaurant provided the revenue derived from the sale of alcoholic beverages does not exceed 50% of the gross revenues of such business);
4. pool hall or billiard parlor;
5. massage parlor;
6. establishment providing nude or topless entertainment or waitstaff, or any establishment selling or exhibiting pornographic materials (including, without limitation, adult books or videos). Materials shall be considered "adult" or "pornographic" under this paragraph if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict sexuality;
7. mortuary or funeral home;
8. firearms sales;
9. liquor stores;
10. gambling, bingo or similar games of chance;
11. any mobile home park, trailer court, labor camp, junkyard, or stockyard;
12. any dumping, disposing, incineration, or reduction of garbage; and
13. any other use which constitutes a public or private nuisance or which causes loud noises or noxious or offensive smoke or odors.

This is improved property known as 2216 Abbott Martin Road, Nashville, Tennessee 37215.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective for all purposes as of the 08 day of March, 2018.

GRANTOR:

FIFTH THIRD BANK
an Ohio banking corporation

By: Joe W Hodge
Name: JOE W HODGE
Its: VICE PRESIDENT

STATE OF OHIO)
COUNTY OF HAMILTON)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Joe W. Hodge, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/~~she~~ executed the within instrument for the purposes therein contained, and who further acknowledged that he/~~she~~ is the VP of **Fifth Third Bank**, an Ohio banking corporation, and is authorized to execute this instrument on behalf of the company.

WITNESS my hand and seal at office this 7 day of March, 2018.

Rebecca J Young
Notary Public

My Commission Expires: 9-7-2019

NOTARY PUBLIC STATE OF OHIO

REBECCA J. YOUNG
Notary Public, State of Ohio
My Commission Expires
September 7, 2019

FIFTH THIRD BANK
an Ohio banking corporation

By: _____
Name: Karen Majors
Its: VP

STATE OF OHIO)
COUNTY OF HAMILTON)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Karen Majors, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that ~~he~~/she executed the within instrument for the purposes therein contained, and who further acknowledged that ~~he~~/she is the VP of **Fifth Third Bank**, an Ohio banking corporation, and is authorized to execute this instrument on behalf of the company.

WITNESS my hand and seal at office this 7 day of March, 2018.

_____
Notary Public

My Commission Expires: 9-7-2019



REBECCA J. YOUNG
Notary Public, State of Ohio
My Commission Expires
September 7, 2019

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EXHIBIT A

Legal Description

Being Lot 1 on the Final Plat of Bedford Avenue Subdivision, Phase 2, of record as Instrument No. 20050929-0116962, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being the same property conveyed to FIFTH THIRD BANK, N.A., a national banking association by Special Warranty Deed of record in Instrument No. 20051117-0139004, in the Register's Office of Davidson County, Tennessee.