This instrument prepared by:
Neva Wagner, Esq.
Perkins Coie LLP
131 S. Dearborn St.
Suite 1700
Chicago, IL 60603

After recording return to:
Perkins Coie LLP
131 S. Dearborn St.
Suite 1700
Chicago, IL 60603
Attn: Neva Wagner

Forward Future Tax Bills to:
Brinker International
6820 LBJ Freeway
Dallas, Texas 75240
Attn: Tax Department

Bill Garrett Davidson County
Batch# 128582 DEEDQC
08/14/2018 10:15:30 AM 5 pgs
Fees: $28.00 Taxes: $3,917.89
20180814-0080128

QUIT CLAIM DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS:
NAME: Brinker Property Corporation	NAME: Brinker Property Corporation	75 - 200.00
STREET ADDRESS OR ROUTE NUMBER: c/o Brinker International 6820 LBJ Freeway	STREET ADDRESS OR ROUTE NUMBER: c/o Brinker International 6820 LBJ Freeway	
CITY/STATE/ZIP: Dallas, Texas 75240	CITY/STATE/ZIP: Dallas, Texas 75240	

Chili's, Inc., a Tennessee corporation, whose address is c/o Brinker International, 6820 LBJ Freeway, Dallas, Texas 75240 (hereinafter referred to as the "Grantor"), in consideration of One and No/100 Dollars ($1.00), the receipt and sufficiency of which is hereby acknowledged, hereby conveys to Brinker Property Corporation, a Delaware corporation, whose address is c/o Brinker International, 6820 LBJ Freeway, Dallas, Texas 75240 (hereinafter referred to as the "Grantee"), with **QUITCLAIM COVENANTS** all that certain land situated in Davidson County, Tennessee (the "Property"), described as follows:

See Exhibit A attached hereto and made a part hereof.

Commonly known as: 5005 Old Hickory Blvd., Hermitage, TN 37076

TN 1223

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

Subject only to the following, if any: general real estate taxes for the current taxable year and subsequent years; covenants, conditions and restrictions of record; public and utility easements; special governmental taxes and assessments; and boundary lines and easements.

The Grantor shall pay to Grantee but not to any transferee, assignee or successor-in-interest to the Grantee in and to the Property any loss which the Grantee, but not transferee, assignee or successor-in-interest of the Grantee, may sustain by reason of defects, liens or encumbrances existing prior to or at the date of that certain Owner's Policy of Title Insurance issued in connection with the Grantor's purchase of the Property, issued to Grantor as the insured thereunder (the "Policy"), and not excluded from the coverage of the Policy by exceptions or by the Conditions and Stipulations thereof, such payment and sole liability hereunder on the part of the Grantor not to exceed the amount of the Policy or any proportional reduction or lesser coverage thereunder. Under no circumstances shall the Grantor be liable to the Grantee or to any transferee, assignee or successor-in-interest of the Grantee in and to the Property, for any sum which is not recovered or paid to the Grantor under the "warrantor's coverage" provisions of the Policy or for any loss or claim which is outside or otherwise barred by the twenty-five (25) year limitation period or any other limitations contained in the Policy, it being the intention of the Grantor to limit the Grantor's exposure to any loss incurred by reason of the breach by the Grantor of this quit claim deed to those sums, if any, paid to or for the benefit of Grantor under the Policy as a "warrantor's policy," and no other.

THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS WHERE IS" BASIS, AND THE GRANTEE EXPRESSLY ACKNOWLEDGES, BY ITS ACCEPTANCE OF THIS QUIT CLAIM DEED THAT, EXCEPT AS OTHERWISE SPECIFIED HEREIN, THE GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY.

[Tax Attestation and Signature Page Follows.]

STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration or value, whichever is greater, for this transfer is $1,058,889.00.

Affiant _____
DANIEL S. FULLER

Subscribed and sworn to before me this the 9th day of July 2018.

Notary Public _____
My commission expires: 7/19/20

(SEAL)

LAURA HAUSER
ID # 13074354-2
Notary Public, State of Texas
My Commission Expires
07/19/2020

[Signature Page Follows.]

Witness our hand this 9TH day of July, 2018, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

GRANTOR:
Chili's, Inc.,
a Tennessee corporation

By: _____
Name: DANIEL S. FULLER
Title: VICE PRESIDENT

STATE OF TEXAS)
COUNTY OF DALLAS)

Personally appeared before me, LAURA HAUSER, a Notary Public in and for said County and State, DANIEL S. FULLER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that HE executed the within instrument for the purposes therein contained, and who further acknowledged that HE is the VICE PRESIDENT of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand this 9TH day of July, 2018.

_____
Notary Public
My Commission Expires: 7/19/20

LAURA HAUSER
ID # 13074354-2
Notary Public, State of Texas
My Commission Expires
07/19/2020

[End of Signatures.]

Exhibit A

Legal Description

PARCEL A:

Land in Davidson County, Tennessee, being Lot 4 as shown on the Final Plat, Resubdivision of the Lowe's Home Centers Tract of record as Instrument No. 200004260041279 in the Register's Office for Davidson County, Tennessee.

PARCEL B:

Non-exclusive easements for Ingress, Egress, Utility Facilities, Construction and for other purposes over and across the common area as set forth in that certain Declaration of Restrictive Easements, Covenants and Restrictions Agreement by and between Lowe's Home Centers, Inc., a North Carolina corporation, and First Security Bank, N.A., as Owner Trustee of Brinker Real Estate Trust 1999-I, recorded as Instrument No. 200005020043636 in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to CHILI'S, INC., a Tennessee corporation, by Special Warranty Deed of record in Instrument No. 20020628-0078460, in the Register's Office of Davidson County, Tennessee.