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

After recording return to:
FCPT Holdings, LLC
591 Redwood Highway
Suite 1150
Mill Valley, California 94941
Attn: General Counsel

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

Bill Garrett Davidson County
Batch# 128582 **DEEDWARRSP**
08/14/2018 10:15:30 AM 6 pgs
Fees: $33.00 Taxes: $11,362.38

20180814-0080129

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS:
NAME: FCPT Holdings, LLC	NAME: Brinker Property Corporation	75 - 200.00
STREET ADDRESS OR ROUTE NUMBER: 591 Redwood Highway Suite 1150	STREET ADDRESS OR ROUTE NUMBER: c/o Brinker International 6820 LBJ Freeway	
CITY/STATE/ZIP: Mill Valley, California 94941	CITY/STATE/ZIP: Dallas, Texas 75240	

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Brinker Property Corporation, a Delaware corporation, whose address is c/o Brinker International, 6820 LBJ Freeway, Dallas, Texas 75240 ("***Grantor***"), hereby conveys to FCPT Holdings, LLC, a Delaware limited liability company whose address is 591 Redwood Highway, Suite 1150, Mill Valley, California 94941, Attn: General Counsel ("***Grantee***"), that certain parcel of land located in Hermitage, County of Davidson, State of Tennessee, and legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "***Property***"), together with all buildings and other improvements located thereon, if any, and all and singular the rights, privileges and appurtenances thereto in any manner belonging to said Grantor.

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

TN1223

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that said property against all persons lawfully claiming, or to claim the same, by through and under Grantor, but not otherwise, Grantor will **WARRANT AND DEFEND**, subject to: those matters set forth on **Exhibit B** attached hereto and incorporated herein by this references, none of which are sought to be reimposed hereby (the "***Permitted Exceptions***"); the state of facts which a physical inspection, or accurate survey, of the Property would reveal; and the applicable zoning and use regulations of any municipality, county, state, or the United States affecting the Property.

[***The remainder of this page is intentionally left blank.***]

STATE OF TEXAS)
COUNTY OF DALLAS)

The actual consideration or value, whichever is greater, for this transfer is $3,070,913.00.

Affiant _____

Subscribed and sworn to before me this the 3 day of August 2018.

Notary Public Brittany Martuscello

(SEAL) My commission expires: 05/13/21

BRITTANY MARTUSCELLO
ID # 12942177-6
Notary Public, State of Texas
My Commission Expires
05/13/2021

[Signature Page Follows.]

Witness our hand as of this 8th day of August, 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:
Brinker Property Corporation,
a Tennessee corporation

By: _____
Name: Daniel S. Fuller
Title: Vice President

STATE OF TEXAS)
COUNTY OF DALLAS)

Personally appeared before me, Brittany Martuscello, a Notary Public in and for said County and State, Daniel S. Fuller, Vice President of Brinker Property Corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that Daniel S. Fuller executed the within instrument for the purposes therein contained, and who further acknowledged that Daniel S. Fuller 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 3 day of August, 2018.



Brittany Martuscello
Notary Public
My Commission Expires: 05/13/21

[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 Brinker Property Corporation, a Delaware corporation by deed of record in ~~Record Book _____, Page _____~~, Register's Office of ~~Sumner~~ County, Tennessee.
Inst. No. 20180814-0080128 Davidson

Exhibit B
Permitted Exceptions

1. General/special real estate taxes for the year(s) 2018, a lien not yet due and payable.

2. All matters of record recorded in the County affecting the Property, without intent to reimpose same.

3. Any discrepancies, conflicts in boundary lines, shortages in area, encroachments and any state of facts disclosed by the survey of the Property performed by The Matthews Company.