This Instrument Prepared By:
Benjamin H. Southard
Worman Law Group, PLLC
2000 Richard Jones Road, Suite 240
Nashville, Tennessee 37215

Karen Johnson Davidson County
Batch# 352777 DEEDWARRSP
02/04/2020 09:00:30 AM 5 pgs
Fees: $28.00 Taxes: $7,400.00
20200204-0012528

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER	SEND TAX BILLS TO	MAP/PARCEL NO.
KAM Enterprises LLC 216 Thompson Lane Nashville, Tennessee 37211	[SAME]	119-09-0-241.00

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **LYZON PARTNERS, GP**, a Tennessee general partnership ("Grantor"), has bargained and sold, and by these presents does hereby transfer and convey unto **KAM ENTERPRISES LLC**, a Tennessee limited liability company ("Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to certain real property lying and being situated in Davidson County, Tennessee (the "Property") more particularly described as follows, to wit: See **Exhibit A**.

The Property is improved real property located at 405 Thompson Lane, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the Property, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining, to the said Grantee, its successors and assigns, forever.

Grantor does hereby covenant with Grantee that it is lawfully seized and possessed of the Property in fee simple and that it has good right to sell and convey the same.

Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise, subject however to the matters set forth on Exhibit B.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater for this transfer is $2,000,000.00.

MELISSA ANA FOSTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES OCTOBER 2023

Affiant

Subscribed and sworn to before me this the 3rd day of January, 2020.

Melissa Ana Foster
Notary Public

My Commission Expires: 10/2/23

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the 31 day of January, 2020.

GRANTOR:

LYZON PARTNERS, GP, a
Tennessee general partnership

By: JB Foley
Name: James B. Foley
Its: Authorized Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James B. Foley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Authorized Partner of Lyzon Partners, GP, the within named bargainor ("Grantor"), and that he as such Authorized Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Grantor by himself as the Authorized Partner of Grantor.

Witness my hand and seal, at Office, as of the 30th day of January, 2020.

Notary Public

My Commission Expires: 1-3-23

LOUIS WORMAN
NOTARY PUBLIC
STATE OF TENNESSEE
DAVIDSON COUNTY

EXHIBIT "A"

Being Lot No. 2 on the Subdivision of Lyzon, Inc. Property, a resubdivision of Lots 1, 2, 3, 31 & 32 of Southvale Subdivision of record in Plat Book 5210, page 183, and in Instrument No. 201803070021394, Register's Office for Davidson County, Tennessee, reference to which is hereby made for a more particular description of said lot.

BEING part of the same property conveyed to Lyzon Partners, GP, a Tennessee general partnership by Deed of record in Instrument No. 201506220059714, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interest or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property.

3. Easements, liens or encumbrances or claims thereof, not shown by the Public Record.

4. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Property and not shown by the Public Records.

5. Any claim to oil, gas, minerals, and all rights incident thereto, previously conveyed, transferred, leased or reserved.

6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

7. Any lien or rights to a lien, for labor, services or materials imposed by law and not shown by the Public Records.

8. The acreage or square footage contained in the Property.

9. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.

10. All matters shown on plat(s) of record in Plat Book 5210, page 183, and Instrument No. 201803070021394, in the Register's Office of Davidson County, Tennessee.

11. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4100, page 422 and Book 4253, page 334, Register's Office for Davidson County, Tennessee.

12. Terms and conditions, of record in Lease by and between Lyzon, Inc., (Lessor) and Shoney's Inc., (Lessee) of record in Book 5606, page 138; as amended by First Amendment to Short Form Lease of record in Instrument No. 201810040098762, in the Register's Office for Davidson County, Tennessee.

13. Right of First Refusal of Shoney's Inc. as set forth in Lease of record in Book 5606, page 138, Register's Office for Davidson County, Tennessee.

14. Reciprocal Easement Agreement from Lyzon Partners, GP, of record in Instrument No. 201809100089079, in the Register's Office of Davidson County, Tennessee.

15. That portion of the land embraced within the bounds of any public road or thoroughfare.

16. Rights of parties in possession not shown by the Public Records.

True Copy Certification

I, Jay H. Smith, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 6/21/2021

Notary Seal:

