Karen Johnson Davidson County
Batch# 381947 DEEDWARRSP
04/06/2020 10:54:30 AM 8 pgs
Fees: $43.00 Taxes: $8,935.50
20200406-0036251

THIS INSTRUMENT PREPARED BY:
Alison Woodrow, Esq.
Hartman Simons & Wood LLP
6400 Powers Ferry Rd., Suite 400
Atlanta, Georgia 30339

AFTER RECORDING RETURN TO:
First American Title Insurance Company
Six Concourse Pkwy., Suite 2000
Atlanta, GA 30328
NCS-1000231-ATL

Name and Address of New Owner:
Nashville Chicken, LLC
c/o LPC Retail, LLC
2000 McKinney Ave., Suite 1000
Dallas, TX 75201
Attn: Chris Cotten

Send Tax Bills To:
Same

Map Parcel No.:
03402011000

SPECIAL WARRANTY DEED

IN CONSIDERATION of One Dollar ($1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **KDI RIVERGATE MALL, LLC**, a Georgia limited liability company ("Grantor"), does hereby sell, transfer and convey unto **NASHVILLE CHICKEN, LLC**, a Texas limited liability company ("Grantee"), certain real property located in Nashville, Davidson County, Tennessee, more particularly described on Exhibit "A" attached hereto and made a part hereof. This conveyance is subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD said property unto Grantee, its successors and assigns, forever in fee simple.

Grantor covenants that it is lawfully seized and possessed of said real property; that it has full power and lawful authority to sell and convey same; and the Grantor will forever warrant and defend the title to the real property herein conveyed against all persons claiming the same from, through or under it, but not further or otherwise.

IN WITNESS WHEREOF, Grantor has executed this conveyance this 18th day of March, 2020.

KDI RiverGate Mall, LLC,
a Georgia limited liability company

By: KDI Hendon Holding Company, LLC,
its Sole Member

By: Hendon Three Mall Holdings, LLC,
its Managing Member

By: _____
J. Charles Hendon, Jr., Sole Member

STATE OF GEORGIA)
COUNTY OF FULTON)

Before me, Roxanne S. Payne, of the state and county aforesaid, personally appeared J. Charles Hendon, Jr., 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 Sole Member of Hendon Three Mall Holdings, LLC, a Georgia limited liability company, which is the Managing Member of KDI Hendon Holding Company, LLC, a Georgia limited liability company, which is the Sole Member of **KDI RIVERGATE MALL, LLC**, a Georgia limited liability company, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by personally signing the name of the corporation by himself as such officer on behalf of the within named bargainor.

WITNESS my hand and seal at office in Atlanta, Georgia this 18th day of March, 2020.

Roxanne S. Payne
Notary Public

My commission expires:

3-17-22

[Affix Notary Seal]

ROXANNE S PAYNE
NOTARY
EXPIRES
GEORGIA
MARCH 17, 2022
PUBLIC
DOUGLAS COUNTY

3680086-2 12339.0009902

STATE OF GEORGIA)
COUNTY OF FULTON)

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $2,415,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Subscribed and sworn to before me on this 24th day of March, 2020.

Notary Public

[Affix Notary Seal]

My Commission Expires:
02/08/2023

SHERRY SCOTT
Notary Public, State of Texas
Comm. Expires 02-08-2023
Notary ID 131887911

AFFIANT – Grantee:

NASHVILLE CHICKEN, LLC, a Texas limited liability company

By: Mike A Burkholder
Name: Mike A. Burkholder
Title: Manager

3680086-2 12339.0009902

EXHIBIT "A"

LEGAL DESCRIPTION

Land in Davidson County, Tennessee and being known as Lot 4A of the Resubdivision of Lot 4 and Lot 5, Rivergate Mall Shopping Center, of record in Instrument No. 201911260122177, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description.

Being a portion of the same property conveyed to KDI Rivergate Mall LLC, a Georgia limited liability company from Rivergate Mall Limited Partnership by Special Warranty Deed of record in Instrument No. 201309050093854, in the Register's Office for Davidson County, Tennessee.

Map Parcel No.: 03402011000

This is improved property, known as 2000 Gallatin Pike N., Madison, TN 37115.

EXHIBIT "B"

TITLE EXCEPTIONS

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

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

3. All matters as shown on the plat of record in Plat Book 6900, page 334, Register's Office for Davidson County, Tennessee.

4. Memorandum of Operating Agreement of record in Book 4432, page 137, Register's Office for Davidson County, Tennessee, as amended by Amendment to Deed of Declaration and First Amendment of Operating Agreement of record in Book 4523, page 322, said Register's Office, as assigned by Assumption Agreement of record in Book 4622, page 457, said Register's Office, as amended by a Term Agreement of record in Book 4626, page 605, said Register's Office, as amended by Second Amendment to Operating Agreement and Memorandum of Operating Agreement of record in Book 5254, page 124, said Register's Office, as amended by Third Amendment of Operating Agreement of record in Book 7184, page 989 and re-recorded in Book 7296, page 957, said Register's Office, as amended by Fourth Amendment to Operating Agreement of record in Instrument No. 200309150135253, said Register's Office, as amended by Fifth Amendment to Operating Agreement of record in Instrument No. 20090723-0069160, said Register's Office; as affected by Assignment and Assumption of REA Agreements of record in Instrument No. 20130905-0093856 in the Register's Office for Davidson County, Tennessee.

5. Restrictions and Easements as set forth in the Deed of Declaration of record in Book 4386, page 523, Register's Office for Davidson County, Tennessee, as amended in First Amendment to Deed of Declaration of record in Book 4523, page 322, said Register's Office, as amended by a Term Agreement of record in Book 4626, page 605, said Register's Office, as amended by Second Amendment to Deed of Declaration of record in Book 5254, page 146, said Register's Office, as amended by Third Amendment to Deed of Declaration of record in Book 5254, page 164, said Register's Office, as amended by Fourth Amendment to Deed of Declaration of record in Book 7185, page 44, as re-recorded in Book 7297, page 12, said Register's Office, as amended by Fifth Amendment to Deed of Declaration of record in Instrument No. 20030915-0135252, said Register's Office; as affected by Assignment and Assumption of REA Agreements, of record in Instrument No. 20130905-0093856, in the Register's Office for Davidson County, Tennessee.

6. Terms and provisions of the Memorandum of Lease by and between Nashland Associates and Sears, Roebuck and Company of record in Book 7185, page 153, as

re-recorded in Book 7297, page 133, Register's Office for Davidson County, Tennessee; as affected by Notice of Assignment and Assumption of Leases of record in Instrument No. 20130905-0093855.

7. Terms and provisions of the Memorandum of Lease in favor of Horizon Restaurant Group, Inc. of record in Instrument No. 20020605-0068336, Register's Office for Davidson County, Tennessee.

8. Terms and provisions of the Memorandum of Lease in favor of The Cato Corporation of record in Instrument No. 20020805-0093313, Register's Office for Davidson County, Tennessee, as extended by unrecorded Lease Modification and Extension Agreement, dated February 17, 2012.

9. Terms and provisions of the Memorandum of Lease in favor of Chick-Fil-A, Inc. of record in Instrument No. 20020326-0036667, Register's Office for Davidson County, Tennessee; as affected by Notice of Assignment and Assumption of Leases, of record in Instrument No. 20130905-0093855, in the said Register's Office.

10. Water Line Agreement of record in Book 5305, page 800, Register's Office for Davidson County, Tennessee, as assigned in Book 6321, page 178, said Register's Office.

11. Easement Agreement of record in Book 8514, page 164, Register's Office for Davidson County, Tennessee; as affected by Assignment and Assumption of REA Agreements, of record in Instrument No. 20130905-0093856, in said Register's Office.

12. Clearance Permits of record in Book 986, page 330 and Book 986, page 336, Register's Office for Davidson County, Tennessee.

13. Restrictions as contained in Book 4560, page 515, Register's Office for Davidson County, Tennessee.

14. Easements as set forth in the instrument of record in Book 5581, page 1, Register's Office for Davidson County, Tennessee.

15. Easement for Sanitary Sewers, Storm Drainage, Water Mains, Force Mains and Appurtenances of record in Instrument No. 20010615-0063734, Register's Office for Davidson County, Tennessee.

16. Storm Water Detention Agreement of record in Instrument No. 20020211-0017926, Register's Office for Davidson County, Tennessee.

17. Joint Driveway and Drainage Easement of record in Instrument No. 20020326-0036666, Register's Office for Davidson County, Tennessee.

18. Terms and provisions of the Memorandum of Lease in favor of Eastwynn Theatres, Inc. of record in Instrument No. 20100610-0045098, Register's Office for Davidson County, Tennessee; as affected by Notice of Assignment and Assumption of Leases of record in Instrument No. 20130905-0093855, in said Register's Office.

19. All matters as shown on the plat of record in Instrument No. 201900260122177, in the Register's Office for Davidson County, Tennessee.

20. Terms and provisions of the Memorandum of Lease by and between KDI Rivergate Mall, LLC, a Delaware limited liability company and CITI Trends, Inc., of record in Instrument No. 202001310011616, in the Register's Office for Davidson County, Tennessee.

21. Any claim that the Title is subject to a trust or lien created under the Perishable Agricultural Commodities Act (7 U.S.C. §§181 et seq.) or under similar state laws.

22. Any facts, rights, interests or claims that may be disclosed by a survey and inspection of the Property.

True Copy Certification

I, HEATHER TOWNSEND, 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 herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Heather Townsend
Signature

State of GEORGIA

County of FULTON

Personally appeared before me, [Name of Notary], a notary public for this county and state, [name of person making certification] who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Darcy L. Quist
Notary's Signature

My Commission Expires: 2/16/2022
Notary' Seal (if on paper)

Darcy L Quist
NOTARY PUBLIC
Cherokee County, GEORGIA
My Comm. Expires
02/16/2022