NCS 1038048

This instrument was prepared by:

SRI Operating Company
Three Glenlake Parkway
Atlanta, Georgia 30328
Attention: 14th Floor/Legal Department

Karen Johnson Davidson County
Batch# 566954 DEEDWARR
02/03/2021 12:04:30 PM 8 pgs
Fees: $43.00 Taxes: $9,830.90
20210203-0015592

New Property Owner and Send Tax Bills To	Map-Parcel Numbers
SRI Operating Company Three Glenlake Parkway Atlanta, Georgia 30328 Attention: 14th Floor/Legal Department	Control Map: A Group: 9 Parcel(s): 5.00

GENERAL WARRANTY DEED

THIS INDENTURE, made and entered into as of this 22nd day of January, 2021, by and between BATTLEGROUND PROPERTIES, GP, a Tennessee general partnership (the **"Grantor"**), and SRI OPERATING COMPANY, an Oklahoma corporation (the **"Grantee"**).

WITNESSETH: That for and in consideration of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the Grantor has bargained and sold and does hereby grant, bargain, sell, convey and confirm unto the Grantee, all of the following described real estate situated and being in Davidson County, Tennessee, to wit:

See **Exhibit A**, attached hereto and incorporated herein by reference as if copied verbatim.

TO HAVE AND TO HOLD the aforesaid real estate, together with all improvements located thereon and all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto unto the Grantee, its successors and assigns in fee simple, subject, however, to those encumbrances and matters (hereinafter collectively the **"Permitted Exceptions"**) set forth on **Exhibit B** attached hereto and incorporated herein by reference as if copied verbatim, but only to the extent that the same are valid and enforceable against the aforesaid real estate and the following restriction:

No part of the Property shall be occupied or used, either directly or indirectly, for the purpose of operation of or parking for: (a) a business, trade or profession which requires or has a license or permit to conduct a pharmacy or to dispense prescription drugs, or which employs or is required to employ a registered or licensed pharmacist, nor for the conduct of any store (or any parking lot for any store whether or not located on the Property) whose business, trade or profession is called, labeled, named or is commonly known or referred to as a "drug store," "pharmacy" or "apothecary;" or (b) a discount, 99 cent store or a "dollar" store, including but not limited to, Dollar General, Family Dollar or similar operation; or (c) a medical clinic providing services, which shall

include health services typically provided by nurse practitioners (any RN level nurse and beyond), physicians assistants or physicians, including, but not limited to the treatment of common medical conditions, administration of health screenings, examinations and procedures, vaccines, physicians and the provision of patient educational materials; or (d) a health and beauty aids store and/or a store which sells health and/or beauty aids in more than five percent (5%) of the respective store's benefit of Rite Aid Corporation, its subsidiaries and affiliates and their respective successors and assigns (collectively, the "Rite Aid Parties"), shall run with the land, shall commence on the date hereof and shall be inserted in any deed, lease or other instrument conveying of demising the Property herein conveyed or any part thereof. In the event of any violation or threat of violation by any person of this restriction, the Rite Aid Parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. This right of injunction shall be in addition to all of the remedies provided by law or equity.

And the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee simple of the aforesaid real estate; that the Grantor has a good right to sell and convey the same; that the same is unencumbered except for the Permitted Exceptions and the foregoing restriction; and that subject to the Permitted Exceptions and the foregoing restriction, the Grantor warrants and forever defends the title unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

[Signatures on the Following Pages]

202102030015592

WITNESS the signature of the Grantor the day and year first above written.

GRANTOR:

BATTLEGROUND PROPERTIES, GP,
a Tennessee general partnership

By: David R Watson
David R. Watson, Manager

ACKNOWLEDGMENT

STATE OF TN)
) ss.
COUNTY OF Williamson)

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, David R. Watson, 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 as the Manager of Battleground Properties GP, a Tennessee general partnership, on behalf of such entity, for the purposes therein contained.

Witness my hand, at office, this 21 day of ~~January,~~ 2021.

Notary Public, State of TN
M. Todd Jackson
Typed or Printed Name

My Commission Expires: 6-10-23

(SEAL)

M. TODD JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
My Commission Expires 06-10-2023

State Tax: $_____
Register's Fee: $_____
Recording Fee: $_____

Total $_____

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $2,657,000, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this 21st day of January, 2021.

Notary Public, State of Georgia

Sheree Esquilin

Typed or Printed Name

My Commission Expires: October 28, 2024

(SEAL)

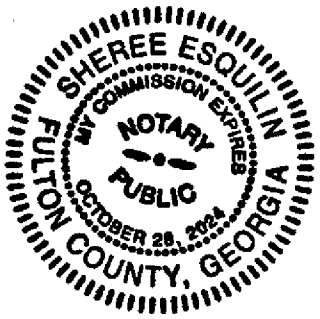


Exhibit A
To
General Warranty Deed

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and described as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING OUTPARCEL 5 IN THE FINAL PLAT FOR HARPETH VILLAGE P.U.D., AS SHOWN ON THE PLAT OF RECORD IN INSTRUMENT NO. 200605050052434, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO BATTLEGROUND PROPERTIES, GP, A TENNESSEE GENERAL PARTNERSHIP, BY DEED FROM RITE AID OF TENNESSEE CORPORATION, OF RECORD IN INSTRUMENT NO. 201610040104753, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

EXHIBIT B

PERMITTED EXCEPTIONS

1. All matters shown on plat(s) of record in Instrument No. 200605050052434, in the Register's Office of Davidson County, Tennessee.

2. Terms and provisions of Agreement for Dedication of Easement for Water Line, by and between Wayne Greer and Maxie Greer and Harpeth Valley Utilities District, its successors and assigns, of record in Book 8019, Page 168, in the Register's Office of Davidson County, Tennessee.

3. Terms and provisions of Stormwater Detention Agreement, by and between The Barclay Group and Metropolitan Government, of record in Instrument No. 200512190151714, in the Register's Office of Davidson County, Tennessee.

4. Terms and provisions of Declaration of Restrictions, Covenants and Conditions and Grant of Easements (Harpeth Village, Davidson County, Tennessee), by Kimco Barclay Harpeth, L.P., a Tennessee limited partnership, of record in Instrument No. 200701170007067, in the Register's Office of Davidson County, Tennessee.

5. Terms and provisions of Covenants, Conditions and Restrictions, by Kimco Barclay Harpeth, L.P., a Tennessee limited partnership, of record in Instrument No. 200701170007069, in the Register's Office of Davidson County, Tennessee.

6. Terms and provisions of Covenants, Conditions and Restrictions, by Kimco Barclay Harpeth, L.P., a Tennessee limited partnership, of record in Instrument No. 200705070054445, in the Register's Office of Davidson County, Tennessee.

7. Terms and provisions of Covenants, Conditions and Restrictions, by Kimco Barclay Harpeth, L.P., a Tennessee limited partnership, of record in Instrument No. 200806170062370; as affected by First Amendment to Covenants, Conditions and Restrictions in Instrument No. 201002220013211, in the Register's Office of Davidson County, Tennessee.

8. Terms and provisions of Agreement for Dedication of Public Utility Easement, by and between Bellevue Ra, LLC, an Alabama limited liability company and Harpeth Valley Utilities District, its successors and assigns, of record in Instrument No. 200806170062371, in the Register's Office of Davidson County, Tennessee.

9. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by Battleground Properties,

G.P., of record in Instrument No. 201701230007087, in the Register's Office of Davidson County, Tennessee.

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, DARCY QUIST a notary public for this county and state, HEATHER TOWNSEND 1] 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