FIRST AMERICAN TITLE

This instrument prepared by
Leonid Nerdinsky
2847 Hollywood Blvd
Hollywood, FL 33020

and after recording return to:
Federman Steifman LLP
220 East Forty Second Street
Twenty Ninth Floor
New York, New York 10017

Karen Johnson Davidson County
Batch# 698595 DEEDWARRSP
08/17/2021 08:23:30 AM 7 pgs
Fees: $38.00 Taxes: $12,863.38
20210817-0110692

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
FRHC Antioch LLC, a Tennessee limited liability company	Wendy's of Bowling Green, Inc. 2501 Crossings Boulevard, Suite 300 Bowling Green, Kentucky 42104	Parcel 163-00-0-338.00

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **MERRICK AND CENTRAL ROAD LLC**, a New York limited liability company (hereinafter collectively referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **FRHC ANTIOCH LLC**, a Tennessee limited liability company (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of improved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit "A"** attached hereto (the "Land"); TOGETHER WITH any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (the Land and the foregoing rights, easements and appurtenances being hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD said Property, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its successors and assigns forever.

This is improved property commonly known as 221 Crossings Place, Antioch, TN.

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

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Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

[*Signatures Commence on Following Page*]

202108170110692

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 6 day of July, 2021, but is effective as of the 13 day of August, 2021.

GRANTOR:

MERRICK AND CENTRAL ROAD LLC,
a New York limited liability company

By: Mark Fischler
Name: MARK FISCHLER
Its: Manager

STATE OF New York

COUNTY OF Suffolk

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, MARK FISCHLER the Manager of Merrick and Central Road LLC the within-named Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he or she as Manager executed the foregoing instrument for the purposes therein expressed and contained, by signing the name MARK FISCHLER, as such Manager.

Witness my hand and official seal this 6 day of August, 2021.

My Commission Expires:

August 20, 2022

Notary Public

THERESA M LANTIERE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01LA6379532
Qualified in Suffolk County
Commission Expires August 20, 2022

STATE OF ARIZONA

COUNTY OF MARICOPA

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $3,476,589.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me,
this 13 day of August, 2021.

NOTARY PUBLIC

My Commission Expires: _____

LAUREN OGINO
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 547286
Expires May 21, 2022

Exhibit "A"

Tract 1:

BEING A TRACT OF LAND LYING IN NASHVILLE, DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING LOT 1 ON THE PLAT OF THE RESUBDIVISION OF LOT 1, SECTION ONE, THE CROSSINGS AT HICKORY HOLLOW, OF RECORD IN BOOK 7900, PAGE 698, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS MADE FOR A MORE DETAILED DESCRIPTION.

BEING THE SAME PROPERTY CONVEYED TO MERRICK AND CENTRAL ROAD LLC BY DEED FROM TN RE ACQUISITION CO., LLC, OF RECORD IN INSTRUMENT NO. 202004080036930, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

Tract 2:

THE NON-EXCLUSIVE, PERPETUAL UNOBSTRUCTED EASEMENT AND RIGHT OF WAY AS CONTAINED IN DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS BY HICKORY HOLLOW ASSOCIATES, A TENNESSEE GENERAL PARTNERSHIP, OF RECORD IN BOOK 9296, PAGE 761, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

Exhibit "B"

Permitted Exceptions

1. Utility easements, landscape easements, drainage easements, sewer easements, right-of-way, N.E.S. easement and building envelopes shown on plat(s) of record in Book 7900, Page 698, in the Register's Office of Davidson County, Tennessee.
2. Easement Deed by Court Order in Settlement of Landowner Action of record in Instrument No. 201202280017172, in the Register's Office of Davidson County, Tennessee.
3. Overhead Line Easement by and between Hickory Hollow Associates, a joint venture composed of Hickory Hollow Mall, Inc., a Georgia corporation, and Intereal company, a Tennessee corporation, and Metropolitan Government of Nashville and Davidson County, by and through the Electric Power Board of the said Metropolitan Government, its successors and assigns forever, of record in Book 6025, Page 813, in the Register's Office of Davidson County, Tennessee.
4. Terms and provisions of Declaration of Easements and Restrictive Covenants by Hickory Hollow Associates, a Tennessee general partnership, of record in Book 9296, Page 761, in the Register's Office of Davidson County, Tennessee.
5. Terms and provisions of Declaration of Protective Covenants for Hickory Hollow by Hickory Hollow Associates, a joint venture composed of Hickory Hollow Mall, Inc., a Georgia corporation, and Intereal company, a Tennessee corporation, of record in Book 5125, Page 769; as amended in Book 5189, Page 947; amended in Book 5337, Page 933; restated and amended in Book 5441, Page 968; amended in Book 5792, Page 491; amended in Book 5951, Page 26; amended in Book 6011, Page 163; and amended in Book 6095, Page 948, in the Register's Office of Davidson County, Tennessee.

Tennessee Certification of Electronic Document

I, Sally Pearson, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on August 13, 2021 (date of document).

Affiant Signature

August 13, 2021
Date

State of Arizona

County of Maricopa

Sworn to and subscribed before me this 13 day of August, 2021.

Notary's Signature

MY COMMISSION EXPIRES:

NOTARY'S SEAL

LAUREN OGINO
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 547286
Expires May 21, 2022