Karen Johnson Davidson County
Batch# 715145 DEEDWARRSP
09/14/2021 09:09:30 AM 7 pgs
Fees: $38.00 Taxes: $3,700.00
20210914-0122822

THIS INSTRUMENT PREPARED BY:
Richard L. Voigt, Esq.
Waffle House, Inc.
5986 Financial Drive
Norcross, GA 30071
Telephone: 770-729-5700
(as counsel to Grantor only)

UPON RECORDING RETURN TO:

SPECIAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map & Parcel Number(s):
Charlotte Avenue Lodging, LLC 505 Riverfront Parkway Chattanooga, TN 37402	Charlotte Avenue Lodging, LLC 505 Riverfront Parkway Chattanooga, TN 37402	09208017600 (Lot 176 / Map 92-80

FOR AND IN CONSIDERATION of the sum of TEN AND N0/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **WAFFLE HOUSE, INC.**, a Georgia corporation ("Grantor") has bargained and sold, and by these presents transfers and conveys unto **CHARLOTTE AVENUE LODGING, LLC**, a Tennessee limited liability company ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described on **EXHIBIT "A"** attached hereto (the "Property"). This is unimproved property located at 1510 Charlotte Avenue, Nashville, Tennessee 37203.

This Deed is executed and delivered subject to those permitted exceptions listed on **EXHIBIT "B"** attached hereto (the "Permitted Exceptions").

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors, heirs and assigns, as the case may be, forever; and Grantor does hereby bind Grantor and Grantor's successors, heirs, executors and administrators, as the case may be, to Warrant and Forever Defend all and singular the said Property unto the said Grantee and Grantee's successors, heirs and assigns, as the case may be, against every person whomsoever claiming, or to claim the same, or any part thereof, except as to the Permitted Exceptions, by, through, or under Grantor, but not otherwise.

Restriction on the Property. Grantee herein warrants and covenants that Grantee will not buy, sell, lease or otherwise make available any land either now controlled by Grantee or which becomes subject to Grantee's control subsequent to the date this Deed is recorded, located within one city block or 1,000 linear feet, whichever is greater, of the perimeter of the Property (not including the

Property and all of Grantee's property and related improvements located at 1500 Charlotte Avenue, Nashville, Tennessee 37203 (collectively, "Hotel") (such area, which does not include the Property and/or the Hotel, being referred to herein as the "Restricted Land") for use as a Huddle House, Shoney 's, Denny's, Kettle, Coffee Kettle, International House of Pancakes (IHOP), Dunkin' Donuts, American Waffle, Waffle King, Cracker Barrel, Holler & Dash Biscuit House, Original Pancake House, Omelet Shoppe, First Watch, Village Inn, The Flying Biscuit Cafe, Hash House a Go Go, Royal Waffle King, Biscuit House, or Eggs Up Grill regardless of whether such use is the primary or subordinate use of such Restricted Land. This covenant shall be effective for a period equal to the lesser of (a) fifty (50) years after the date this Deed is recorded and (b) the maximum time allowed under state law as of the date this Deed is recorded. Also, this covenant shall run with title to the Restricted Land and shall be binding upon Grantee, its successors and assigns. Any subsequent purchaser or lessee of the Restricted Land does hereby agree to be bound by these same provisions and agrees that the foregoing covenant is attached to and runs with title to such Restricted Land.

AS-IS Sale. Notwithstanding anything to the contrary herein, it is expressly understood and agreed that, except for warranties of title as set forth in this Deed, Grantee is acquiring the Property "As Is" and "Where Is," and with all faults and defects, latent or otherwise, and that Grantor has not made and does not make and will not make any representations or warranties, expressed or implied, with respect to the quality, physical condition, zoning, governmental permits, availability or cost of utilities, environmental condition or contamination, expenses, value of the Property or any improvements thereon, the structural integrity, habitability or usefulness of any improvements on the Property, or any other matter or thing affecting or related to the Property or any improvements thereon (including without limitation, warranties of habitability, warranties of merchantability, and/or fitness for a particular purpose), which might be pertinent in considering whether to purchase the Property, and Grantee does hereby expressly acknowledge that no such representations or warranties have been made. Grantee further acknowledges and agrees that Grantor shall not be liable or bound in any manner by any warranties, either expressed or implied, guarantees, promises, statements, representations, or information pertaining to the Property, or any improvements thereon, made or furnished by any broker, agent, employee, servant or other person representing or purporting to represent the Grantor.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor executed this instrument on this _____ day of _____, 2021.

GRANTOR:

WAFFLE HOUSE, INC.,
a Georgia corporation

By: _____
Name: Ryan D. Petersen
Title: VP of Real Estate

STATE OF GEORGIA)
COUNTY OF GWINNETT)

Personally appeared before me the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named Ryan D. Petersen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged himself to be the VP of Real Estate, for Waffle House, Inc., a Georgia corporation, and who upon oath acknowledged that he as such VP, Real Estate executed the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such VP, Real Estate.

WITNESS my hand, at office, as of the 1st, day of June, 2021.

Sarah C. Vanover
Notary Public
My Commission Expires: 6/1/2023

(Affix Seal)

SARAH C VANOVER
NOTARY PUBLIC
MY COMMISSION EXPIRES
JUNE 01, 2023
GWINNETT COUNTY, GEORGIA

AFFIDAVIT OF CONSIDERATION

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

The actual consideration or value for this transfer of this property, whichever is greater is $1,000,000.00.

Affiant

Sworn to and subscribed before me on
this 9th day of September 2021.

Notary Public
My Commission Expires: 7/19/25

MEAH THOMSON
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY
MY COMMISSION EXPIRES 7-19-2025

EXHIBIT "A"

The Property

Tract No. 1:
LAND in Davidson County, Tennessee, being the remaining part of the Southerly part of Lot No. 18, on the Plan of the Real Estate of Samuel Watkins, deceased, as shown on plat of record in Plat Book 57, page 13, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

SAID remaining part of Lot No. 18 fronts 50 feet on the new relocated Northerly margin of Charlotte Avenue, formerly Cedar Street and extends back between parallel lines 58 feet, more or less, to a deadline.

Tract No. 2:
LAND in Davidson County, Tennessee, being Lot No. 17, on the Plan of the Real Estate of Samuel Watkins, deceased, as shown on plat of record in Plat Book 57, page 13, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Tract No. 3:
LAND in Davidson County, Tennessee, being Lot No. 29 an the northerly 50 feet of Lot No. 30, on the Plan of the Samuel Watkins Plan of Lots, as shown on plat of record in Plat Book 21, page 134, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

INCLUDED IN THE ABOVE LEGAL DESCRIPTION BUT EXPRESSLY EXCLUDED in the description of Tracts 2 and 3 are two strips or tracts of land, 42 feet more or less in width, conveyed to the Metropolitan Government of Nashville, Davidson County, Tennessee, by Herman Rosenblum and Elizabeth L. Rosenblum and described by instrument of record in Book 4489, Page 557, in the Register's Office for Davidson County, Tennessee, to which instrument reference is herein made.

Being the same property conveyed to Waffle House, Inc., a Georgia corporation, in Instrument Number _____202109140122821___, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

Permitted Exceptions

1. Taxes and assessments for the year of 2021, a lien not yet due and payable.

2. Any mineral or mineral rights leased, granted or retained by prior owners.

3. All matters shown on the plat of record in Plat Book 21, Page 134; and plan of record in Plat Book 57, Page 13, both in the Register's Office for Davidson County, Tennessee.

4. Easement Agreement by and between Morris B. Haddox and Mid South Waffles, Inc., a Georgia corporation, of record as Instrument No. 20141217-0115439; and First Amendment to Easement Agreement of record as instrument No 20181116-0112967 in the Register's Office for Davidson County, Tennessee.

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall affect the Property only to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose, re-impose, or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

Tennessee Certification of Electronic Document

I, CASEY M. KELLER, 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 9/9/21 (date of document).

Affiant Signature

9/9/21
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 9th day of September, 2021.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

