Karen Johnson Davidson County
Batch# 1202384 DEEDWARRSP
11/06/2024 12:44:30 PM 13 pgs
Fees: $68.00 Taxes: $8,602.50
20241106-0086354

THIS INSTRUMENT PREPARED BY:

Craig Steckley, Esq.
3841 Green Hills Village Dr. Ste. 400
Nashville, TN 37215

ADDRESS OF NEW OWNER:	**SEND TAX BILL TO:**	**MAP-PARCEL:**
Harriman 98 Assoc., LLC 235 Moore Street, Third Floor Hackensack, NJ 07601	Harriman 98 Assoc., LLC 235 Moore Street, Third Floor Hackensack, NJ 07601	174 00 0 275.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **CF BEEF, LLC**, a Delaware limited liability company (hereinafter the "Grantor"), has this day bargained and sold, and does hereby transfer, convey and warrant to **HARRIMAN 98 ASSOC., LLC**, a Tennessee limited liability company (hereinafter the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit (the "**Property**"):

> Being Lot No. 4E on the Plat of Resubdivision of Lots 2, 3, 4, and 5, Century Farms of record in Instrument No. 20210225-0023786, Register's Office for Davidson County, Tennessee, as amended by the Surveyor's Certificate of Correction recorded as Instrument No. 20210914-0123327, said Register's Office, as further amended by the Surveyor's Certificate of Correction recorded as Instrument No. 20211019-014062 and Surveyor's Certificate of Correction recorded as Instrument No. 20220315-0030176, said Register's Office, to which plat reference is hereby made for a more complete description.
>
> Being the same property conveyed to CF Beef, LLC, by deed from Century Farms, LLC of record in Instrument No. 20230628-0049411, Register's Office for Davidson County, Tennessee.

This is improved property located at 4210 Century Farms Terrace, Antioch, Davidson County, Tennessee 37013.

TO HAVE AND TO HOLD said real estate, together with the appurtenances, estate, title and interest thereto belonging, to the said Grantee and its successors and assigns, forever. Grantor covenants with said Grantee that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it subject to (i) real estate taxes and water and sewer charges that are not due and payable as of the date hereof; (ii) the Lease Agreement dated August 20, 2021 with RTM Operating Company, LLC; (iii) all matters created by or on behalf of Grantee, including, without limitation, any mechanic's liens arising in connection with Grantee's investigations of the Property; (iv) all zoning classifications and conditions, proffers, and land entitlement matters of

record; (v) all laws, regulations, resolutions, ordinances, and court orders affecting the Property; (vi) any matters which a complete and accurate ALTA survey of the Property as of the date hereof would disclose; and (vii) any easements, servitudes, rights of way, covenants, conditions, restrictions, and other encumbrances of record; and specifically including, without limitation, those matters set forth on **Exhibit A** attached hereto.

Grantor further covenants and binds itself, its successors, and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it but not further or otherwise, but excluding those matters included above and shown on **Exhibit A**.

Grantee understands and agrees that the restrictions attached hereto as **Exhibit B** as well as any use restrictions contained in the chain of title for the Property (each an "**Existing Use Restriction**" and collectively, the "**Existing Use Restrictions**") encumber the Property. Grantee agrees that it shall not cause or permit the Property to be operated in a manner which violates the Existing Use Restrictions (the "**Existing Use Restriction Obligation**"). Grantee hereby further agrees that the Property shall only be used for commercial use and for no other use unless Developer gives its prior written consent thereto (the "**Permitted Use Obligation**"). The Permitted Use Obligation as well as the Existing Use Restriction Obligation shall run with ownership of the Property and be binding upon the Grantee, its successors and assigns, and any tenants and future owners of the Property, and shall run to the benefit of the Developer, its successors and assigns. In addition, in the event that the Existing Use Restriction Obligation is violated as a result of an owner or tenant of the Property operating in violation of a particular Existing Use Restriction, then any persons or entities (and their respective successors, assigns, and affiliated entities) which are identified as a party to whose benefit such particular Existing Use Restriction inures as set forth on **Exhibit B** shall also have the right to enforce the Existing Use Restriction Obligation.

Grantee shall be obligated to maintain the Property, including any landscaping and common areas thereon, in a well-maintained, safe, clean and attractive condition and to otherwise maintain and operate the Property in a manner which is consistent with property in a first-class mixed-use development. In the event that Grantee fails to maintain the landscaping or common areas on the Property within ten (10) days' notice from Developer, then Developer shall be able to perform the work on Grantee's behalf (at Grantee's cost) and shall have a license and easement to enter the Property to perform the same. The foregoing obligations in this paragraph shall run with ownership of the Property and be binding upon the Grantee, its successors and assigns, and any future owners of the Property, and shall run to the benefit of the Developer, its successors and assigns.

Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(Signatures on following page)

IN WITNESS WHEREOF, Grantor has executed this instrument on this 31 day of October, 2024.

CF BEEF, LLC,
a Delaware limited liability company

By: _____
Name: William A. Oldacre, Jr.
Title: Director

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public, of the State and County aforesaid, duly commissioned and qualified, personally appeared William A. Oldacre, 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 Director of CF Beef, LLC, the within named bargainor, a Delaware limited liability company, and that he as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Director.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 29th day of October, 2024.

_____
Notary Public

My Commission Expires: 3-7-2026

DEBORA SLOAN
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY
My commission expires March 7, 2026

STATE OF NEW JERSEY)
COUNTY OF BERGEN)

The actual consideration or value, whichever is greater, for this transfer is $2,325,000.00.

Grantee or Grantee's Authorized Representative

Subscribed and sworn to before me this 30 day of October, 2024.

Notary Public

My Commission Expires: 07/01/29

ERICA B VICTORIA NOTARY PUBLIC NEW JERSEY

ERICA B. VICTORIA
Notary Public, State of New Jersey
Comm. # 2385032
My Commission Expires 07/01/2029

EXHIBIT A

Permitted Exceptions

1. Taxes for the year 2025 are a lien not yet due and payable.

2. All matters shown on plat(s) of record in Book 6900, Page 659; Instrument No. 201910030101275; Instrument No. 202102250023786, and Instrument No. 20200124-0008849, in the Register's Office of Davidson County, Tennessee.

3. Rights of ingress and egress to family burial grounds reserved in the Deed of Record in Book 497, Page 1, Register's Office of Davidson County, Tennessee.

4. Terms and conditions of the Right of Way Agreements by and between Perry F. Matthews and Gulf Interstate Gas Company, of record in Book 2243, Page 631; as affected by Partial Releases in Book 4438, Page 683 and Book 10995, Page 619, in the Register's Office of Davidson County, Tennessee.

5. Grant of Transmission Line Easement from Mattie May Turner to United States of America, of record in Book 2393, Page 304, in the Register's Office of Davidson County, Tennessee.

6. Grant of Transmission Line Easement from Mattie May Turner; H.C. Turner and wife, Willie Ethel Turner to United States of America, of record in Book 2393, Page 308, in the Register's Office of Davidson County, Tennessee.

7. Terms and conditions of Right of Way Agreement by and between J. Bryan Turner and Wife, Susie H. Turner and Gulf Interstate Gas Company, of record in Book 2855, Page 19; as amended by Book 4536, Page 540, in the Register's Office of Davidson County, Tennessee.

8. Right of Way Easement, as contained in that certain Final Decree from J. Bryan Turner and Mrs. Susie H. Turner to Columbia Gulf Transmission Company, of record in Book 3536, Page 623, in the Register's Office of Davidson County, Tennessee.

9. Terms and conditions of the Right of Way Agreement by and between J. Bryan Turner and Susie H. Turner and Columbia Gulf Transmission Company, of record in Book 4226, Page 909, in the Register's Office of Davidson County, Tennessee.

10. Easement in Deed from Henry Clay Turner and wife, Willie Ethel Turner to Metropolitan Government of Nashville and Davidson County, of record in Book 5114, Page 695, in the Register's Office of Davidson County, Tennessee.

11. Easement from Martin Goodwin and Wallace Goodwin to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5191, Page 607, in the Register's Office of Davidson County, Tennessee.

12. Easement from Martin Goodwin and Wallace Goodwin to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5380, Page 718; as modified in Instrument Nos. 201912120128315 and 201912120128316, in the Register's Office of Davidson County, Tennessee.

13. Easement from Henry Clay Turner and wife, Willie Ethel Turner to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 5380, Page 726, in the Register's Office of Davidson County, Tennessee.

14. Terms and conditions of the Agreement for Dedication of Easement for Sanitary Sewer and Drainage Easement in favor of the Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 7026, Page 726, in the Register's Office of Davidson County, Tennessee.

15. Terms and conditions of the Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from ASL Partnership to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 10198, Page 336, in the Register's Office of Davidson County, Tennessee.

16. Terms and conditions of the Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from ASL Partnership to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 11112, Page 843, in the Register's Office of Davidson County, Tennessee.

17. Terms and conditions of the Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage from Lee A. Beaman to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 11112, Page 873, in the Register's Office of Davidson County, Tennessee.

18. Terms and conditions of the Right of Way Dedication, Road Location and Development Agreement, by and between Lee A. Beaman, the H.C. Turner Family General Partnership and Clarence C. Hurt and wife, May Jane Hurt, of record in Instrument No. 200307110096695, in the Register's Office of Davidson County, Tennessee.

19. Access and Utilities Easement from Lee A. Beaman to H.C. Turner Family General Partnership, of record in Instrument No. 200307110096696, in the Register's Office of Davidson County, Tennessee.

20. Terms and conditions of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Century Farms, by Century Farms, LLC, of record in Instrument No. 201511250120004; in the Register's Office of Davidson County, Tennessee; as supplemented by Instrument No. 202001090003283; as amended by Instrument No. 202106150080863, as further amended by Instrument No. 20211120-0154956, as further amended by Instrument No. 2012010922-0126963, as further amended by the Instrument No. 20211129-0157365; and as further amended by Instrument No. 20230908-0070699, all in the aforesaid Register's Office; as further amended by Instrument No. 20241023-0082468, in the aforesaid Register's Office.

21. Easement, as contained in that certain Sections 5.1, 5.2, 5.3 of the Declaration of record in Instrument No. 20151125-012006, in the Register's Office of Davidson County, Tennessee; as amended by Instrument No. 20220426-004841, in the aforesaid Register's Office.

22. Terms and conditions of the Memorandum of Development Agreement, by and between Century Farms, LLC and CHS Realty Holdings III, LLC, of record in Instrument No. 201511250120007, in the Register's Office of Davidson County, Tennessee.

23. Terms and conditions of the Drainage and Retention Easement Agreement from Century Farms, LLC to CHS Realty Holdings III, LLC, of record in Instrument No. 201511250120008, in the Register's Office of Davidson County, Tennessee.

24. Terms and provisions of Restrictive Covenant, by Century Farms, LLC, of record in Instrument No. 201810080099438, in the Register's Office of Davidson County, Tennessee; as amended by Instrument No. 20220426-004840, in the aforesaid Register's Office.

25. Grant of Overhead Line Easement from Century Farms, LLC to Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 201906050053791, in the Register's Office of Davidson County, Tennessee.

26. Terms and conditions of the Agreement for Dedication of Easement for Sanitary Sewers and Storm Drainage Water Mains, Pumps and Appurtenances from Century Farms, LLC to Metropolitan Government of Nashville and Davidson County, of record in Instrument No. 201907160069546, in the Register's Office of Davidson County, Tennessee.

27. Declaration of Restrictions and Covenants for Stormwater Facilities and Systems from Century Farms, LLC, of record in Instrument No. 201910310112204, in the Register's Office of Davidson County, Tennessee.

28. Terms and provisions of Declaration of Restrictive Covenants, by Century Farms, LLC for the benefit of HCA Health Services of Tennessee, Inc., of record in Instrument No. 202010020114202; as affected by Scrivener's Affidavit in Instrument No. 202102030015525; as amended in Instrument No. 202106150080864, in the Register's Office of Davidson County, Tennessee but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

29. Terms and provisions of Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, by Century Farms, LLC, of record in Instrument No. 202010300126952, in the Register's Office of Davidson County, Tennessee.

30. Sign Easement from Century Farms, LLC to Chickering CF LLC, of record in Instrument No. 202106230085215, in the Register's Office of Davidson County, Tennessee.

31. Terms and conditions of the Drainage and Retention Easement Agreement from Century Farms, LLC to Chickering CF, LLC, of record in Instrument No. 202106230085216, in the Register's Office of Davidson County, Tennessee.

32. Terms and conditions of the Access, Construction and Fill Material Easement Agreement from Century Farms, LLC to Madison Century Farms Owner, LLC, of record in Instrument No. 202106280087493, in the Register's Office of Davidson County, Tennessee.

33. Terms and conditions of the Declaration of Restrictions and Covenants for Stormwater Facilities and Systems filed in Instrument No.20211022-0142138 and Instrument No. 20211109-0149466, in the Register's Office of Davidson County, Tennessee.

34. Subject to the Declaration of Restrictions and Covenants for Stormwater Facilities and Systems, of record in Instrument No. 20220406-0039813, in the Register's Office for Davidson County, Tennessee.

35. Terms and conditions of Memorandum of Lease, by and between CF Beef, LLC, a Delaware limited liability company, and RTM Operating Company, LLC, a Delaware limited liability company, dated August 18, 2021, recorded September 21, 2022, in Instrument No. 20220921-0104885, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Use Restrictions

CENTURY FARMS EXCLUSIVES AND RESTRICTIONS	
HCA-FSED	No portion of the Restricted Property shall be used for and any of the following without the prior written consent of the owner of the Benefitted Property: primary care facility, medical office building, ambulatory surgery center, imaging center, free standing emergency department or urgent care center. [Instrument No. 20201002-0114202, amended by 20210203-0015525 and 20210615-0080864]
MASTER DECLARATION Association: Century Farms Master Association, Inc.	5.5 Prohibited Uses. The following facilities and uses shall not be permitted on any portion of the Property: labor camps; commercial storage of building or construction materials (except temporarily in connection with construction of Structures by Owners of Lots as is permitted herein); manufacturing (except for such manufacturing that is otherwise incidental to a permissible use), industrial, or warehouse (not including storage incidental to the operation of any otherwise permissible business) facilities or operations; landscaping or garden supply operations whose sales are primarily outdoors; processing or rendering plants; smelting of iron, tin, zinc or other ores; refining of petroleum or of petroleum products; quarries; flea markets, thrift stores, pawn shops, consignment shops, odd lot, or similar establishments; rodeos; tattoo parlors; sales lots for prefabricate structures; tire recapping plants; junk, scrap or automobile salvage yards; farm and heavy construction equipment and implement sales, leasing, service, storage, and similar activities; truck terminals; lumber, planning or sawing mills; lumber yards; pulpwood yards; storage yards; taxidermy; cemeteries, mortuaries, mausoleum (public and private), funeral homes or stores selling caskets; commercial poultry, livestock, and wine production; cattle feeder lots; animal breeding, raising or boarding facilities; stockyard or animal slaughter facilities; junk yards; baling, storage or processing of scrap metal, glass, paper or rags, or storage or processing of wrecked or junked motor vehicles; race tracks, raceways or dragstrips; skating rinks, roller rinks; video game rooms, amusement galleries or arcades (except as incidental to a restaurant or hotel or part of a first-class entertainment establishment such as, by way of example but not limitation, Dave & Buster's, Jillian's or Gameworks); shooting galleries, or carnivals; betting or other gaming establishments, facilities or operations, including, but not limited to, off-track or sports betting parlors; truck stops; sanitary landfills or garbage disposal, incineration or reduction areas; telemarketing or similar operations; gaming or bingo establishments; trailer or mobile home parks; any type of outdoor storage (unless appropriately screened as approved by the DRC); training or education facilities, including, but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers (provided, however, the foregoing shall not be applicable to (i) on-site employee or other training by Occupants incidental to the conduct of its business on a Lot, or (ii) any premises located within an office building); clinics or surgical centers performing or dispensing reproductive health services; any campaign offices, political party or other electioneering or campaigning activities; jails or other penal, detention or correction facilities; union halls or other organized labor activities; any day labor services or other enterprises or organizations that offer day laborers for hire; "head shops" or other facilities used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of, or otherwise commonly utilized in connection with, controlled substances; or massage parlor, except for day spas that are approved by the Board cinema, bookstore or other establishment where sexually explicit, obscene, pornographic or "adult" materials or paraphernalia, including, but not limited to, movies, videotapes, DVDs, devices, novelties, books, magazines, or other related items are sold or displayed (such restriction shall not apply to the customary sales and

operations of bookstores, by way of example but not limitation, such as Davis- Kidd, Borders or Barnes and Noble); facility that hosts nude, semi-nude or other erotic performances or other "adult" entertainment facilities; or any other use prohibited under the zoning ordinances for the City of Antioch or Metropolitan Nashville and Davidson County, Tennessee or that are otherwise inconsistent with the image of the Property as a first-class mixed-use development

5.6 Noxious, Offensive and Hazardous Activities Prohibited. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance or annoyance to others. This provision shall not prohibit the activities required for construction of improvements on the Property; however, such activities shall be conducted in a commercially reasonable manner.

5.7 Annoying Sounds and Odors Prohibited. No sound or odor shall be permitted from any portion of the Property which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells other than devices used exclusively for construction, security, fire prevention or fire control purposes, shall be located or used on the Property except with the prior written approval of the Association.

5.8 Compliance with Environmental Laws. No Lot or other portion of the Property shall be used for any business the operation of which would result in the generation, storage, release, use, sale, transportation or disposal of any flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents or any other substances or materials which are included under or regulated by Environmental Laws (as hereinafter defined) (collectively, "Hazardous Substances"), including, but not limited to, (i) any asbestos or insulation or other material composed of or containing asbestos, or (ii) any hazardous, toxic or dangerous substance, material or waste defined as such in (or for the purposes of) the Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 15 U.S.C. § 2601 et seq, the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., any so-called state or local "Superfund" or "Superlien" laws, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous substance ("Environmental Laws"). Each Owner agrees to promptly clean up, to the extent required by any applicable Environmental Laws, any Hazardous Materials which are discharged or released on the Property by it or any Occupant of its Lot in violation of the foregoing. Notwithstanding the foregoing, or anything to the contrary set forth herein, Owners and Occupants shall be permitted to maintain on their Lots household quantities of cleaning solvents and solutions provided same are maintained in accordance with all applicable laws and regulations.

5.9 Hazardous Activities. No activity shall be conducted on and no improvement shall be constructed on the Property which is or is likely to be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be lighted or permitted on the Property.

5.10 Garbage and Trash. No refuse, garbage, trash or scrap lumber or metal; and no grass, shrub or tree clippings; and no plant waste, compost, bulk materials or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or container or unless appropriately screened from view, except that any refuse container

	containing such materials may be placed outside at such times as may be reasonably necessary to permit garbage or trash pickup. 5.11 Temporary Structures; Boats and Motor Homes. Unless permitted pursuant to the provisions of a lease agreement executed by Declarant or an Affiliate: (a) No tent, shack, temporary structure or temporary building (except for any temporary kiosks that may be approved by the Board) shall be placed upon the Property except with the prior written consent of the Board obtained in each instance, which approval shall not be unreasonably withheld; and (b) No motor homes, boats, personal watercraft or mobile storage units shall be maintained on the Property without the written consent of Declarant during the Declarant Control Period and, thereafter, the Association.
TANGER	4.J.1 For so long as this Agreement shall be in effect, and thereafter as provided in the Restrictive Declaration (defined in clause (4) below), CF and any CF Affiliate(s), as applicable, and their respective successors and assigns shall be prohibited from developing or attempting to develop an Outlet Center (as defined in Section 4.J(3) below) on the Property or on the Residual Land as well as CF's Other Lands (as defined in Section 10.B(5)) and shall not permit any Outlet Store (as defined in Section 4.J(3) below) to operate on any portion of the Property or on the Residual Land or CF's Other Lands. The foregoing restriction shall be null, void and of no further force or effect if this Agreement is terminated (1) voluntarily by Tanger during the Inspection Period (other than termination during the continuance of a CF Default, or (2) during the continuance of a Tanger Default (as defined in Section 14 below). 4.J.3 As used herein, "**Outlet Center**" means any retail shopping facility in which any portion is operated by, or made available for, the operation of one or more Outlet Stores. As used herein "Outlet Store" means any individual store or other physical facility: (i) operated by a merchant listed in the International Council of Shopping Centers VRN Value Retail Directory or successor written or online publication (the "VRN Directory") for the primary purpose of selling its own branded products, directly to the public, under a value retail concept (e.g. Michael Kors, Coach, Polo, Nike, Columbia, The North Face, etc.), (ii) operated by an outlet chain merchant listed in the VRN Directory for the primary purpose of selling at discount, made for outlet, surplus, out-of-season, clearance, discontinued, irregular and/or returned merchandise received from manufacturers or full-price retailers, directly to the public, under a value-retail concept (e.g. H&M, Forever 21, Uniqlo, Restoration Hardware, Williams-Sonoma, Pottery Barn, Dress Barn, etc.); or (iii) operated as a department store clearance or discount unit (e.g. Saks Off Fifth, Nordstrom Rack, Last Call or Backstage, etc.). For the sake of clarity, the following are examples of stores that would not be included in this definition of an Outlet Store: (1) so-called dollar stores and other discount/variety stores; (2) "big-box" retailers and superstores (e.g. PetSmart, Target, Home Depot, Dick's, TJ Maxx, Marshalls, Ross Dress for Less, Best Buy, h.h. gregg, HomeGoods, Shoe Show, Boot Barn, Shoe Carnival, Ashley Furniture, Haverty's Furniture, Burlington Coat Factory, Rooms To Go and other similar retailers as long as such similar retailer(s) specialize in discounted merchandise); (3) catalog stores, consignment stores and antique stores; (4) other entities that may be listed in the VRN Directory and may be found in outlet centers, but are not specifically described in clauses (i) and (ii) of the definition of Outlet Store, such as restaurants and full-price or non-value-retail concept vendors; and (5) stores operated for the primary purpose of selling products at retail, but which have sale, discount or markdown racks or departments as an incidental part of their operations. The restriction set forth in this Section 4.J(3) is hereinafter referred to as the "Outlet Center Restriction."

THORNTONS	Section 3 (4th Amendment of Master Declaration): From and after the Effective Date and continuing for so long as Thorntons and/or a Permitted Thorntons Transferee is the tenant under the Ground Lease, Declarant hereby agrees that the following uses (collectively the "Prohibited Uses") shall be prohibited on the Restricted Parcels: (i) a vehicle gas, petroleum, electric fuel or other retail fuel/energy sales (e.g. hydrogen fuels) or charging facility and/or for the operation of multi¬product fuel/energy dispensing equipment or electric charging stations; provided, however, that the foregoing restriction shall not operate to prohibit any owner, tenant or occupant of any portion of the Restricted Parcels from making electric charging stations available for the use of their customers and patrons as an incidental part of such parties business on their respective property or premises. For purposes of the foregoing restriction, the term "incidental" shall mean that revenues from the electric charging stations shall account for less than ten percent (10%) of the annual gross sales of the business operated by the owner, tenant or occupant in question; (ii) the operation of a convenience store; (iii) any business which features the sale of cigarettes and other tobacco products; provided, however, that a business featuring the sale of cigars shall not be prohibited; or (iv) any business which features the retail sale of alcohol for off-premises consumption; provided, however, the foregoing restriction shall not prohibit an owner, tenant or occupant of any portion of the Restricted Parcels from engaging in the retail sale of alcohol for off-premises consumption as an incidental part of their business and such restriction shall not apply to any "big box" retailer in excess of 10,000 square feet which specializes in the sale of alcohol and/or alcohol related products for off-premises consumption (e.g., Party Mart, Liquor Barn, Total Beverage, etc.). For purposes of the foregoing restriction, the term "incidental" shall mean that sales of alcohol for off-premises consumption shall account for less than twenty percent (20%) of the annual gross sales of the business operated by the owner, tenant or occupant in question.
Mahant Hotels	27. Right of First Refusal. If Seller receives a bona fide offer ("Offer") to sell another parcel ("Offer Site") in the Master Development for use as a limited service hotel, Purchaser shall have a right of first refusal to purchase the Offer Site under the same terms. Seller shall provide Purchaser written notice of such Offer, and Purchaser shall thereafter have thirty (30) days ("Notice Period") within which to notify Seller of Purchaser's intention to purchase the Offer Site on the same terms and conditions as the Offer ("Match the Offer"), provided such closing must occur not less than ninety (90) days following notice of Purchaser's election to Match the Offer. If Purchaser does not notify Seller within the Notice Period of its intention to match the Offer, it conclusively shall be presumed that Purchaser has no interest in purchasing the Offer Site, and the right of first refusal granted herein shall be deemed expired and null and void as to that Offer upon the expiration of the Notice Period.
Popstroke	4.5 Exclusive Use. Subject to Applicable Law, the Permitted Exceptions, and the terms of this Lease, Tenant shall have the exclusive right to operate an outdoor or indoor putting course in the Development (the "**Exclusive Use**"). This Exclusive Use shall not apply to any property in the Development which have been previously sold or leased to other parties prior to the Effective Date of this Lease or which Landlord does not otherwise have the legal right to impose a restriction against the Exclusive Use on such property.

Tennessee Certification of Electronic Document

I, Latasha Nelson, 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 October 31, 2024 (date of document).

Affiant Signature

11/5/2024
Date

State of Georgia

County of Cobb

Sworn to and subscribed before me this 5 day of November, 2024.

Notary's Signature

MY COMMISSION EXPIRES: March 22, 2027

NOTARY'S SEAL

