Prepared By:
~~XXXXXXXXXXXXXXXX~~
JRN, INC.
201 W. SEVENTH STREET
~~After recording, return to:~~
~~COLUMBIA, TN 38401~~
~~ATTN: REAL ESTATE DEPARTMENT~~
Stewart National Title Services
1980 Post Oak, Suite 610
Houston, Texas 77056
SN # 0110861 AP

After Recording Return to:
MTC Title-Tennessee, LLC.
6 Cadillac Dr., Suite190
Brentwood, TN 37027

-SPACE ABOVE THIS LINE FOR RECORDER'S USE -

Davidson County DEEDWARR
Recvd: 01/07/03 10:12 8pgs
Fees:43.00 Taxes:1665.00
20030107-0002405

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON § KNOW ALL MEN BY THESE PRESENTS:

THAT EXXON MOBIL CORPORATION, formerly known as Exxon Corporation a New Jersey corporation, having an office at 3225 Gallows Road, Fairfax, VA 22037-0001 ("Grantor") for and in consideration of the sum of Four Hundred Fifty Thousand AND NO/100 DOLLARS ($450,000.00) cash to it in hand paid by JRN, INC., a Tennessee corporation, having an address at 201 W Seventh Street, Columbia, Tennessee 38401 ("Grantee") the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") in the City of Nashville, County of Davidson, State of Tennessee, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all valid and subsisting easements, rights-of-way, conditions, covenants, restrictions, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property and all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes) collectively the "Permitted Encumbrances".

Grantee acknowledges that the Property has been used as an automobile service station for the storage, sale, transfer, and distribution of motor vehicle fuel, petroleum products or derivatives containing hydrocarbons, and that such fuel, products or derivatives or other related substances may have been spilled, leaked, or otherwise discharged onto or into the Property causing contamination to the soil or groundwater on or under the Property.

This conveyance is made by Grantor and accepted by Grantee subject to the restrictions that for a period of ten (10) years from the Effective Date, any portion of the Property, separately or in conjunction with other property, at any time forward, shall not be used for or allow (i) the sale, storage, transfer and distribution of gasoline, diesel, other motor fuels, lubricants, or other petroleum products (ii) the construction or operation of residential housing, a hospital, a medical clinic, child care facilities, a playground, a non-vocational school or any agricultural uses, and (iii) the construction of basements or the installation of any water wells for drinking or irrigation purposes.

Grantor has conducted an environmental site assessment to determine the presence of petroleum hydrocarbons in the soil or groundwater on and under the Property. The written reports setting forth the results of such assessment delineate the amount and location of any hydrocarbons identified in the soil and/or groundwater and establishes the "Baseline Condition" of the Property. If further testing or remediation is required by any governmental authority with jurisdiction over the environmental condition of the Property, the Baseline Condition shall be modified as reasonably indicated by the results of such tests.

Grantor will undertake such remediation of the Baseline Condition as Grantor reasonably deems necessary or appropriate to comply with applicable laws, regulations or government orders and will remediate the Baseline Condition to the levels required by applicable governmental authorities. Grantor shall not be responsible for investigation or remediation of (or any costs or expenses related to) any hydrocarbons or other contamination deposited on or into the Property after the Effective Date, or migrating onto or into the Property after the Effective Date. The owner of the Property will be responsible for investigation and/or remediation of any

hydrocarbons or other contamination deposited on or into the Property after the Effective Date.

The owner of the Property shall assign to Grantor any and all right, claim or interest which the owner of the Property or the Property may have to payment or reimbursement by any third party or any governmental authority in connection with remediation of the Baseline Condition.

Grantor reserves the exclusive right to negotiate with any third party or governmental authority regarding testing and/or remediation efforts for any investigation or remedial work performed by Grantor pursuant to this Deed or which a third party or governmental authority may require.

During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and the owner of the Property will upon request provide to the other copies of all reports, correspondence, notices and communications sent to or received from any governmental authority regarding the environmental condition of the Property or any remediation and/or investigation at the Property.

GRANTOR'S REMEDIATION RESPONSIBILITIES SHALL INURE ONLY TO THE BENEFIT OF GRANTEE AND THE LENDING INSTITUTION HOLDING THE MORTGAGE TO FINANCE GRANTEE'S PURCHASE OF THE PROPERTY AND NOT TO SUBSEQUENT PURCHASERS, ASSIGNS, OR SUCCESSORS OF EITHER OR ANY OTHER PERSON OR ENTITY.

Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents and contractors for the purpose of conducting investigation and remediation operations. Grantor shall, to the extent practicable consistent with sound remediation practices, undertake such investigation and remediation actions in a manner that will not unreasonably disrupt any operations on the Property. Grantor will not be liable to the owner of the Property, its successors, assigns, tenants or users for business disruption or any other damage, injury or loss whatsoever resulting from such access or remediation; however, Grantor will not prevent the owner of the Property or its tenants from using the Property unless such prevention results from complying with a requirement of any governmental authority. The owner of the Property shall be responsible for any cost or expense to relocate, repair, or replace investigation and/or remediation equipment resulting from the acts or omissions of the owner of the Property or its contractors, invitees, or employees and shall reimburse Grantor for such costs.

As further consideration for this conveyance, Grantee, for itself, its heirs, legal representatives, successors and assigns, as applicable, hereby releases, holds harmless, and forever discharges Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) or causes of action at law or in equity including, without limitation, any statutory causes of action, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA") and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee (and any subsequent owner of the Property, as applicable) and the employees, agents, servants and representatives of such parties arising out of or in relation to any actual or alleged spills, leaks or other discharges of motor vehicle fuel or petroleum products or derivatives containing hydrocarbons on or into the Property, except as to Grantor's obligation, if any, to remediate the Baseline Condition.

As further consideration for this conveyance, Grantee shall be responsible for, and shall defend (with counsel acceptable to Grantor) and indemnify Grantor, its heirs, legal representatives, successors and assigns from and against any loss, claim, damage or liability to include property damage and personal injury and to include any claim made under CERCLA and RCRA, asserted by any third party or public authority, arising out of or in relation to any surface or subsurface contamination of the Property which may occur on the Property after Effective Date, unless caused by the sole negligence of Grantor. If such property damage, personal injury, or loss results from the joint negligence or willful misconduct of Grantor and the owner of the Property, the Property owner's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the

parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns as applicable.

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

IN WITNESS WHEREOF, Grantor has signed this deed this 6th day of December, 2002, but EFFECTIVE as of this 27 day of December, 2002, ("Effective Date").

(CORPORATE SEAL)

GRANTOR:

EXXON MOBIL CORPORATION dfLAW

Attest:
By: _____
Name: D.J. Fisher
Title: Assistant Secretary

By: _____
Name: H.R Cramer
Title: Vice President

Signed, sealed and delivered in the presence of:

WITNESS:
_____
Print Name: Will Forsyth
Address: Fairfax VA

WITNESS:
_____
Print Name: A.G. Tufaro
Address: Fairfax, VA

GRANTEE:

JRN, INC., a Tennessee corporation

Attest:
By: Richard W Moore
Name: Richard W. Moore
Title: Secretary

By: _____
Name: Clay Neal
Title: Vice President

Signed, sealed and delivered in the presence of:

WITNESS:
_____
Print Name: Tammie Pitts
Address: JRN INC

WITNESS:
_____
Print Name: Linda Knowles
Address: JRN INC

COMMONWEALTH OF VIRGINIA §
§
COUNTY OF FAIRFAX §

Before me the undersigned authority, this day personally appeared H.R Cramer and D.J. Fisher, to me well known and known to me to be a Vice President and Assistant Secretary, respectively, of the corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation. They are personally known to me or ~~have produced~~ _____ as ~~identification and did~~/~~did not~~ take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 6th day of December, 2002.

Clark C Maier
Print Name: Clark C Maier
Notary Public, Commonwealth of Virginia
My Commission Expires: 8/31/03

STATE OF TENNESSE §
§
COUNTY OF MAURY §

On this 13th of December, 2002, before me, Susan Van Dusen, the undersigned officer, personally appeared Clay Neal, who acknowledged himself to be a Vice President of JRN INC, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Clay Neal, Vice President.

Given under my hand and official seal.

Susan VanDusen
Notary Public, State of Tennessee
My Commission Expires: 3/22/04

PREPARED BY:
DON FULLERTON
EXXONMOBIL CORPORATION
3225 GALLOWS RD.
FAIRFAX, VA 22037

NEW OWNER:
MAIL TAX BILL TO:

JRN, INC.
ATTN: CLAY NEAL
201 WEST 7TH STREET
COLUMBIA
TN.
38401

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Actual Value or Consideration for this transfer is $450,000.00

Sworn to and subscribed before me this the 30th, day of December, 2002.

Daphne Baines
Affiant

Brenda R Lehman
Notary Public
My Commission Expires: 3/10/2003

Map and parcel
149-8-22

File No.: 12968

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in the Twenty-Eighth Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee and being more particularly described according to a survey prepared by Ragan-Smith-Associates, Inc., dated September 25, 2001, Job Number 2001-089, Work Order 6790, and proceeding as follows:

Beginning at an iron rod (new) on the westerly right-of-way line of Bell Road, right-of-way width varies, at the northerly end of the northwesterly return curve at the intersection of the westerly right-of-way line of Bell Road and the northeasterly right-of-way line of Murfreesboro Pike (State Route 1, U.S. Highway 70S and 41) right-of-way width varies, as widened; thence,

1. With said return curve to the right having a radius of 38.00-feet, a central angle of 140 degrees 56 minutes 18 seconds, for an arc length of 93.47 feet to an iron rod (new) on the northeasterly right-of-way line of Murfreesboro Road; said curve has a chord bearing and distance of South 80 degrees 12 minutes 18 seconds West, 71.63 feet; thence,

2. With the northeasterly right-of-way line of Murfreesboro Pike, as widened, North 36 degrees 59 minutes 02 seconds West, 146.86 feet to an iron rod (new); thence,

3. North 36 degrees 58 minutes 54 seconds West, 10.60 feet to an iron rod (new); thence,

4. North 38 degrees 07 minutes 27 seconds West, 56.63 feet to an iron rod (new) at the southeast property corner of James R. Creager and wife, Mary Nell Creager, Trustee as of record in Book 9517, Pages 442, 444 and 446, Register's Office for Davidson County, Tennessee; thence,

5. Leaving the northeasterly right-of-way line of Murfreesboro Road with the southeasterly property line of said Creager, North 37 degrees 14 minutes 58 seconds East, 178.81 feet to an iron rod (old) in concrete at the southwest property corner of Otis W. Charlton, Jackie W. Charlton, and Marjorie Joyce Charlton as of record in Instrument No. 200102080012439, Register's Office for Davidson County, Tennessee; thence,

6. With the southerly line of said Charlton, in part, South 62 degrees 32 minutes 54 seconds East, 14.00 feet to an iron rod (new) at the northwest property corner of Nasser H. Zawia and Rosemary F. Zawia of record in Book 9949, Page 463, Register's Office for Davidson County, Tennessee; thence,

7. With the westerly line of said Zawia, South 15 degrees 21 minutes 57 seconds West, 87.91 feet to an iron rod (old); thence,

8. With the southerly line of Zawia, South 65 degrees 14 minutes 21 seconds East, 162.93 feet to a punch hole in sidewalk (new) on the westerly right-of-way line of Bell Road, as widened; thence,

9. With the westerly right-of-way line of Bell Road, as widened, South 17 degrees 42 minutes 55 seconds West, 148.03 feet to the Point of Beginning.

Being part of the same property conveyed to Exxon Corporation, a New Jersey corporation by deed from Forest Charlton and wife, Verna Charlton of record in Book 5114, Page 171, Register's Office for Davidson County, TN.

EXHIBIT "B"

INCUMBENT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT EXXON MOBIL CORPORATION, a New Jersey corporation, having an office in Fairfax, Virginia, acting by and through H. R. Cramer, President of ExxonMobil Fuels Marketing Company, a division of Exxon Mobil Corporation (hereinafter called "Company"), and as Vice President of Exxon Mobil Corporation, does hereby nominate, constitute, and appoint each incumbent of the following positions in said Company:

Engineer/Maintenance & Repair Manager
Maintenance & Repair Program Manager
Construction Project Coordinator
Network Planning/Real Estate Manager
Real Estate Alliance Coordinator
Field Real Estate Coordinator
Real Estate Specialist

As its true and lawful Agent and Attorney-in-Fact to execute and deliver for and in the name and on behalf of Exxon Mobil Corporation, and in connection with the business and affairs of said Company, instruments and documents of any and every nature, including, but not by way of limitation, instruments pledging the credit of Exxon Mobil Corporation, bonds of indemnity, other indemnities, guaranties, affidavits, permits, licenses, applications for permits and licenses, other governmental documents, bids, collective bargaining agreements, other contracts, deeds of conveyance, encumbrances, leases, releases, discharges of mortgages or deeds of trust, assignments, transfers of leasehold estates and/or other interests in real and/or personal property, Certificates of Capital Improvement, and similar instruments or documents, and any other instrument or document as may be required or desired in the conduct of the business of said Company, in connection with the acquisition, sale, development and/or construction of retail and service station outlets or additions, modifications or enhancements thereto.

Each incumbent of each said position in said Company may exercise the power and authority herein granted, delegated and invested, in any particular and appropriate transaction or matter, either as an Attorney-in-Fact of Exxon Mobil Corporation or as an official of said Company. Any action taken as authorized under this Incumbent Power of Attorney shall be an act of Exxon Mobil Corporation and binding upon it.

The power and authority conferred herein to execute and deliver instruments may not be delegated.

Certificates of Incumbency evidencing authority relating to particular transactions or matters may be issued by the Secretary or any Assistant Secretary of Exxon Mobil Corporation and may be relied upon by third parties dealing with Exxon Mobil Corporation or with said Company. Such Certificates shall certify that, on the dates set out therein, the individual named therein was an incumbent of said position in said Company; that the execution and delivery by such person of particular instruments or documents was authorized by this Incumbent Power of Attorney; and that this Incumbent Power of Attorney was in effect at the time of such execution and delivery.

This Incumbent Power of Attorney is effective immediately and shall continue through May 31, 2003.

APPROVED AND EXECUTED THIS 17th day of May, 2000.

EXXON MOBIL CORPORATION

By _____
H. R. Cramer - President of Fuels Marketing Company and Vice President of Exxon Mobil Corporation

(Corporate Seal):

ATTEST:

_____
Assistant Secretary

United States of America }
Commonwealth of Virginia }
County of Fairfax }

This instrument was acknowledged before me on May 17th, 2000, by H. R. Cramer, President, Fuels Marketing Company and Vice President of Exxon Mobil Corporation, a New Jersey corporation, on behalf of said corporation.

_____
Notary Public

(Notary Seal): Jean M. King
Notary Public
Commonwealth of Virginia
My Commission Expires July 31, 2004

CERTIFICATE

This is to certify that the attached copy of the Incumbent Power of Attorney, dated May 17, 2000, is a true and reproduced copy of a certified copy of the original executed, attested, sealed and acknowledged Incumbent Power of Attorney instrument which is on file in the Law Department of Exxon Mobil Corporation (formerly known as Exxon Corporation) in Fairfax, Virginia; that on December 6, 2002, H.R Cramer is the

(check one)

- ☒ Vice President
- ☐ Engineer/Maintenance & Repair Manager
- ☐ Maintenance & Repair Program Manager
- ☐ Construction Project Coordinator
- ☐ Network Planning/Real Estate Manager
- ☐ Real Estate Alliance Coordinator
- ☐ Field Real Estate Coordinator
- ☐ Real Estate Specialist

of Exxon Mobil Corporation; that said Incumbent Power of Attorney is in effect on said date and that the execution and delivery **Special Warranty Deed** is authorized by said Incumbent Power of Attorney.

Executed this 6th day of December, 2002.

EXXON MOBIL CORPORATION,
A New Jersey corporation

(Corporate Seal)

By: _____
D.J. Fisher
Assistant Secretary

THE COMMONWEALTH OF VIRGINIA:

to-wit:-

COUNTY OF FAIRFAX:

BEFORE ME, the undersigned authority, on this day personally appeared M.J. Collins, known to me to be the person whose name is subscribed on the foregoing instrument as Assistant Secretary for EXXON MOBIL CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6 day of December, 2002.

_____
Notary Public
My commission expires: 12/31/03