BILL GARRETT, Davidson County
Trans:T20110031073 DEEDWARRSP
Recvd: 05/25/11 10:52 5 pgs
Fees:28.00 Taxes:1531.80
20110525-0039991

When recorded, return to:
Fidelity National Title Group
6840 Carothers Pkwy, Ste 200
Franklin, TN 37067

This instrument prepared by:
Wendy's/Arby's Group, Inc.
1155 Perimeter Center West
Atlanta, GA 30338
Tax parcel no.: 12001015100

O'REILLY AUTOMOTIVE STORES, INC.
Attn: Real Estate
P.O. Box 1156
Springfield, MO 65801

Responsible Taxpayer:
O'REILLY AUTOMOTIVE STORES, INC.
Attn: Real Estate
P.O. Box 1156
Springfield, MO 65801

SPECIAL WARRANTY DEED

STATE OF TENNESSEE :

: SS

COUNTY OF DAVIDSON : KNOW ALL MEN BY THESE PRESENTS:

THAT **RTM DEVELOPMENT COMPANY, LLC,** a Delaware limited liability company, as successor in interest to RTM Development Company, having an address of 1155 Perimeter Center West, Atlanta, Georgia 30338 ("Grantor"), for and in consideration of the sum of $10.00 and other good and valuable consideration ($10.00) cash to it in hand paid by **O'REILLY AUTOMOTIVE STORES, INC.** f/k/a O'Reilly Automotive, Inc., a Missouri corporation, with an address of Attn: Real Estate, P.O. Box 1156, Springfield, MO 65801 ("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") situate in the County of Davidson, State of Tennessee, being more particularly described

in Exhibit "A" attached hereto and incorporated herein for all purposes and being the same property described in and conveyed to the Grantor herein by Warranty Deed of record in Book 10511, Page 897, in the Register's Office of Davidson County, Tennessee.

WARRANTY. TO HAVE AND TO HOLD unto Grantee, and the heirs, devisees, representatives, successors and assigns of Grantee, as the case may be, forever subject, however, to: (a) taxes and assessments, both general and special, not now due and payable; (b) building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority; (c) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record; (d) any state of facts that an accurate survey or independent inspection of the Property by Grantee or its agents would disclose; and (e) the restrictions and covenants on public record as of the date hereof (collectively, the "Permitted Encumbrances").

Grantor warrants and will defend its title to the Property against all lawful claims and demands made against said title by all persons claiming by, from, through or under Grantor, and none other, except as noted herein.

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 (except any warranties stated in the contract of sale for the Property, which by their terms, survive closing), 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.

[Remainder of page intentionally left blank. Signatures begin on the following page.]

IN WITNESS WHEREOF, Grantor has caused these presents to be subscribed as of this 20th day of May, 2011.

GRANTOR:

RTM DEVELOPMENT COMPANY, LLC, a Delaware limited liability company

By: _____
Susan M. Gordon
Its: VP and Legal Counsel

By: _____

Its: Nils H. Okeson
General Counsel

STATE OF Georgia
SS.
COUNTY OF Fulton

LEGAL APPVD SMG

BEFORE ME, the undersigned authority, a Notary Public in and for the aforesaid County and State, personally appeared Susan M. Gordon and Nils H. Okeson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged they are the VP and Legal Counsel and General Counsel, respectively of **RTM DEVELOPMENT COMPANY, LLC,** a Delaware limited liability company, the within named Grantor, and that as such Officers executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such officer.

WITNESS my hand and official seal this 20th day of May, 2011.

_____
Notary Public
My commission expires: _____

CYNTHIA MASTIN NOTARY PUBLIC DEKALB COUNTY GEORGIA EXPIRES JAN. 29, 2013

OATH OF CONSIDERATION

STATE OF TN)
) SS:
COUNTY OF Williamson)

I hereby swear or affirm that, to the best of my knowledge, information and belief, the actual consideration for this transfer or value of the Property transferred, whichever is greater, is $414,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Attest:

Name: Nicole Hughes
Title: Closer

FIDELITY NATIONAL TITLE GROUP

By:
Name: **Stuart Jones**
Title: **Underwriting Counsel**

Sworn to before me this 23rd
day of May, 2011

NOTARY PUBLIC
My Commission Expires: 8/5/13

SANYA L. ARBOGAST
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

Exhibit A

Legal Description

TRACT 1:

LAND in Davidson County, Tennessee, being Lot No. 1, on the Plan of Stardust Commercial Park, Section One, as shown on plat of record in Plat Book 5190, page 66, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

TRACT 2:

APPURTENANT EASEMENT:

EASEMENT NO. 1:

LAND in Davidson County, Tennessee, being all of Reserve Parcel 1, Stardust Commercial Park, Section I, of record in Book 5190, page 66, Register's Office for Davidson County, Tennessee, and more particularly described according to a survey dated February 23, 1978, by Barge, Waggoner, Sumner & Cannon, Inc., as follows:

BEGINNING at the southwesterly corner of Lot No. 1, being a point in the northerly margin of Murfreesboro Pike, thence, North 48° 49' West, 50.15 feet to a point; thence North 45° 41' East, with Uthman property, 220.0 feet to a point; thence, South 48° 49' East 50.15 feet to a point; thence with the northwesterly side of Lot No. 1, South 45° 41' West, 220.0 feet to the point of beginning.

EASEMENT NO. 2:

LAND in Davidson County, Tennessee being a portion of Lots 2 and 3 on the Plan of the Resubdivision of Lot No. 2 and Reserved Parcel No. 2, Stardust Commercial Park, of record in Book 5190, page 76, described as follows:

BEGINNING at a point on the North margin of Murfreesboro Pike, 415 more or less northwest of the centerline of Jupiter Drive; thence, North 45° 41' East, 30.09 feet to a point; thence, South 48° 49' East, 150.02 feet to a point; thence, South 45° 41' West, 30.09 feet to a point on the West margin of Murfreesboro Pike; thence, with said margin, North 48° 49' West, 150.02 feet to the point of beginning.

Being the same property conveyed to RTM Development Company, a Delaware corporation, as predecessor in interest to RTM Development Company, LLC, a Delaware limited liability company, by Quitclaim Deed of Record in Book 10511, page 987, Register's Office for Davidson County, Tennessee.