Davidson County DEEDWARRSP
Recvd: 05/08/14 08:14 18 pgs
Fees:93.00 Taxes:7936.50
20140508-0039245

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
10 Industrial Highway North Loop Road G Building, 2nd Floor Lester, Pennsylvania 19029 Attention: Real Estate Department	086-00-0-208.00	Southside Oil, LLC 10 Industrial Highway North Loop Road G Building, 2nd Floor Lester, Pennsylvania 19029 Attention: Real Estate Department
This instrument prepared by:	Matthew J. Comisky, Esquire Blank Rome LLP One Logan Square Philadelphia, PA 19103-6998	
Property Address:	5430 Old Hickory Boulevard, Hermitage, Tennessee 37076	

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the 6 day of May, 2014, by **TIGER MANAGEMENT GROUP, LLC**, a Tennessee limited liability company, with a mailing address of 300 Seaboard Lane, Suite 3, Franklin, Tennessee 37067 ("**Grantor**"), in favor of **SOUTHSIDE OIL, LLC**, a Virginia limited liability company, with a mailing address of 10 Industrial Highway, North Loop Road, G Building, 2nd Floor, Lester, Pennsylvania 19029, Attention: Real Estate Department ("**Grantee**");

WITNESSETH, that Grantor, for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, sell, transfer, convey and confirm to Grantee and its successors and assigns, forever, all that certain plot, piece or parcel of land lying and being in the County of Davidson, State of Tennessee, as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Land**") and all buildings, structures and other improvements located on the Land (collectively with the Land, the "**Property**");

1. This conveyance is made by Grantor and accepted to by Grantee subject to Grantor's right to re-enter as described herein and all existing Engineering and Institutional Controls, easements, encumbrances, rights-of-way, covenants, restrictions, reservations and exceptions of record or not, 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 Exceptions".

2. GRANTEE SPECIFICALLY ACKNOWLEDGES THAT IT IS UNDERSTANDS THAT THE PROPERTY HAS BEEN USED FOR COMMERCIAL PURPOSES INCLUDING THE STORAGE, DISTRIBUTION AND MARKETING OF MOTOR FUELS, PETROLEUM, PETROLEUM-BASED PRODUCTS AND OTHER CHEMICALS, AND THAT THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, SOIL AND SUB-SOIL OF THE PROPERTY AND THE SOIL, AIR, LAND, GROUNDWATER AND WATER, ON, UNDER, NEAR OR ADJACENT THERETO AND DRAINS, SEWERS, PIPES, WATER COURSES AND WATER TABLES AT, ON, UNDER OR IN THE VICINITY OF THE PROPERTY MAY HAVE BEEN CONTAMINATED OR IMPACTED BY OIL OR OTHER CONTAMINATION.

3. Deed Restriction and Covenant Against Residential Use.

a. The parties agree that, at closing pursuant to the requirements of that certain Agreement of Sale dated as of February 12, 2014, as amended, by and between Grantor, as seller, and Grantee, as buyer (as amended, modified or supplemented from time to time, the "Agreement"), the Property shall be subject to Engineering and Institutional Controls and deed restrictions as described herein. The deed restrictions must be filed in this format or as tailored to specific state standards and shall include, at a minimum, the following: Grantee covenants and agrees that the Property, or any portion thereof, shall not be used at any time for: residence of any type, places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing home or similar geriatric facilities, child care, playground or recreational areas, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), agricultural uses, nor shall any portion thereof be used for the construction or installation of: (i) any water wells for drinking or food processing; (ii) underground storage space; (iii) underground utility space; (iv) additional underground utility conduits (vapor tight utility conduits are permitted); or basements or any underground living space. This covenant shall survive delivery of the Deed and this covenant and agreement shall run with the land herein conveyed and a similar restriction shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof (collectively, the "Deed Restriction").

b. Grantee covenants and agrees with Grantor that if at the date of this Deed the applicable "as of right" zoning use of the Property does not include any residential use, that the Grantee, Grantee-Related Parties, subsequent owners, users and occupiers of the Property, including all successors, lessees, assignees and licensees will not at any time hereafter seek to or cause any application to be made to the relevant local governing authorities to amend the zoning of the Property to a use which includes any residential use whether on an "as of right" basis or on any other basis whatsoever, nor seek to take advantage of any non-conforming user rights or exceptions to use including special use permits (collectively, the "Covenants Against Residential Use").

c. If Grantee, a Grantee-Related Party, or any subsequent licensee, lessee, assignee, successor, owner, user or occupier of the Property breaches the provisions of the Deed Restrictions, or the Covenant Against Residential Use, in addition to Grantor's right specifically to enforce such provisions, then Grantor, at its option, may, but is not obligated to, repurchase the Property in the manner hereinafter provided. Grantor's repurchase option ("Repurchase Option") may be exercised at any time after Grantee fails to cure the violation within a 30-day cure period commencing upon the date of Grantor's notice to Grantee of the violation. Grantor may exercise its Repurchase Option by giving either Grantee or the owner of the Property at that time, written notice that Grantor desires to repurchase the Property ("Grantor's Repurchase Notice"), subject to the determination of the purchase price and receipt of Grantor's Election Notice as provided below. The purchase price shall be equal to the greater of (i) the Purchase Price Grantee paid for the Property being reconveyed; or (ii) ninety percent (90%) of the fair market value of the Property as determined below existing at the time of the issuance of Grantor's Repurchase Notice. This repurchase right shall be in effect, for a period of 30 years from the date hereof, but in no event later than 21 years after the death of the last to survive the class of persons consisting of the lawful descendants of former U.S. President George H.W. Bush living as of the date of this deed.

d. As of the closing on the repurchase, Grantor shall assume and Grantee shall assign all rights with respect to enforcement of those portions of the Fixed Price Contract between Grantee and Selected Remediation Contractor and Grantor shall be responsible for completing the Remediation Activities with respect to the Covered Contamination as set forth in Exhibit N at on, under or originating from the repurchased Property but Grantee shall remain liable at its sole expense for remediation of any other Contamination that existed at on, under or originating from the Property at or prior to closing on the repurchase of any such Property from Grantee and/or for any Costs or Claims resulting from such breach not otherwise paid by the Selected Remediation Contractor or under the insurance coverage required by Purchaser in the Agreement. Grantor shall provide such notices to the appropriate Governmental Authority as are required to notify such Governmental Authority of the assumption of ownership of the Property by Grantor and Grantor shall become the principal contact with the Governmental Authority with respect to the Covered Contamination at, on, under or originating from the repurchased Property. Grantor shall continue to be bound by any of Grantee's obligations under any agreements or consent orders entered into with the Governmental Authority or other Governmental Authorities with respect to the Covered Contamination at, on, under or originating from the repurchased Property.

e. It is the intention of the parties that Grantor shall have the benefit of any funds placed in, or available pursuant to, the Remediation Agreement for the purpose of remediating the Covered Contamination from the repurchased Property and any funds available from the Purchaser's environmental insurance, if any, covering the repurchased Property for which Grantor is an additional insured, to continue remediation of the Covered Contamination after repurchase. The terms under which Grantor shall have access to such funds shall be by apportionment with funds allocated between Property for which Grantee remains the owner and Property subject to Grantor's notice of

Repurchase. Allocation of funds between Properties shall be governed by the Grantor's allocation set forth in the Agreement.

4. Engineering and Institutional Controls.

a. Grantee agrees and acknowledges that the conveyance of the Property is subject to the following covenants of Grantee and that these covenants were a material inducement to Grantor's sale of the Property. As part of the consideration of Grantor's sale of the Property to Grantee, Grantee agrees that in developing the Property, Grantee shall, at its sole cost and expense, adopt and use all engineering and related technical assistance available and standard to the industry and any required by the Governmental Authority or Grantor to protect the health and safety of persons and that depending upon the nature of Grantee's development of the Property, Grantee may need to consider the use of engineering controls to prevent the migration of vapors and/or liquids containing Contamination into any buildings,. underground utilities or storm water retention/detention ponds, including without limitation, vapor installation systems, vapor bathers, sealed sumps and storm pond liners. At a minimum, Grantee agrees that it will construct any buildings and develop the Property in accordance with the following requirements, which are collectively referred to as the "Engineering and Institutional Controls."

(i) Slab on Grade. Grantee agrees that all buildings constructed on the Property shall be constructed slab on grade and shall have no living, working, storage or parking areas below grade, notwithstanding the foregoing, below grade utilities and foundations are permitted, provided that Grantee protects them from vapor or liquid intrusion by installing an appropriate vapor/liquid bather and vapor ventilation system, if required.

(ii) No Water Wells. Grantee agrees that it will never use the Property for the purpose of obtaining from beneath the surface of the Property any water for any reason whatsoever from any ground water table or similar water basin accessed from the Property, except for Grantee's testing permitted pursuant to the Agreement.

(iii) Cessation of Use of Existing Wells. Grantee agrees that any existing bore-water or groundwater wells located on the Property used for the purposes of obtaining water from beneath the surface of the Property, will be capped, disabled, and sealed, (except for Grantee's testing permitted pursuant to the Agreement) in accordance with all applicable Environmental Laws and industry standards and will not be re-opened and used at any time and must remain capped, disabled and sealed. Notwithstanding anything to the contrary in this Deed, if no municipal water connection is available for the Property, Grantee may continue to use any existing well currently in use subject to reasonable restrictions imposed by Grantor, such as the requirement for a filtration system.

(iv) Vapor Ventilation System. Grantee agrees that if, at any time, a

Property is used for below grade activities other than simple storage with no residential use, Grantee will install, at its cost, into any below ground areas of the development an appropriate vapor ventilation system. Such vapor ventilation system shall be installed by a licensed contractor experienced in the installation of such systems. In addition, Grantee shall operate and maintain the vapor ventilation system to ensure that the system extracts appropriate levels of vapors so all applicable indoor air quality standards are met. Finally, Grantee shall annually test the air quality and the system to ensure the system is adequately extracting the appropriate levels of vapors to meet applicable indoor air quality standards. Such installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(v) Impervious Liner. Grantee agrees that if at any time after the date of Closing, a new building foundation is installed on the Property ("New Foundation") that prior to commencing any construction related to the New Foundation, Grantee, at its sole cost, shall install an impervious liner under the New Foundation to act as an effective vapor barrier. Unless required by a Governmental Authority in connection with Remediation Activities Grantee shall not be required to retrofit or install an impervious liner under the existing building foundation supporting the existing building on the Property as of the date of Closing ("Existing Foundation"). However, if after the date of Closing, the Existing Foundation is demolished and a new foundation is installed to replace it, then Grantee will be responsible for installing an effective vapor barrier. Such liner shall be installed by a licensed contractor experienced in the installation of such liners. In addition, Grantee shall maintain the liner so that it remains as an effective barrier. The liner shall be of the appropriate strength and quality and be resistant to hydrocarbons and shall be installed at an appropriate level beneath ground level. Such installation and maintenance of the liner shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(vi) Other Engineering and Institutional Controls to the Property which may be required by the Governmental Authorities, Environmental Laws, or other applicable laws, rules and regulations and/or recommended by the Selected Remediation Contractor or any subsequent Remediation Contractor.

b. Grantee's agreement to install the Engineering and Institutional Controls is a material inducement to Grantor in the sale of the Property to Grantee.

c. Grantee's agreement to install any of the Engineering and Institutional Controls shall be specifically enforceable against the applicable Grantee-Related Parties. If Grantee, or any applicable Grantee-Related Party breaches these provisions regarding Engineering and Institutional Controls, Grantor shall have the right to enforce every remedy, either public or private, available at law and in equity against the Grantee and the applicable Grantee-Related Parties, including but not limited to injunctive relief and specific performance. All remedies provided herein, including without limitation, those at law or in equity, shall be cumulative and not exclusive. Any purchaser or successor

owner of the Property shall take title to the Property subject to the terms of this Deed and these Engineering and Institutional Controls.

d. All of the covenants and agreements of Grantee set forth herein regarding the Engineering and Institutional Controls, including without limitation Grantor's right of enforcement, shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof, without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure these Engineering and Institutional Controls from any subsequent 'purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property and these Engineering and Institutional Controls shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

5. Grantor's Reservation of Access.

a. This conveyance is made by Grantor and accepted by Grantee subject to the following reservation by Grantor of a perpetual easement in gross for access to the Property after Closing. Grantor reserves the right of access to the Property after Closing, and Grantee on behalf of itself and the Grantee-Related Parties grants to Grantor access to the Property after Closing, at no cost to Grantor, as Grantor and Grantor-Related Parties may require to the Property to undertake any environmental assessment, investigation, testing and Remediation Activities that Grantor deems necessary. Such access shall include, but is not limited to, the right to conduct tests, take groundwater or soil samples, excavate, remove, dispose of Tanks, and soil, and treat the soil and groundwater, conduct and/or continue environmental investigation, testing and Remediation Activities, and undertake such other actions as Grantor deems necessary in its sole discretion. Grantor shall use commercially reasonable efforts to minimize disruption of the Grantee's business activities during any demolition, Tank removal, Remediation Activities, soil removal and other activities. Grantee shall provide Grantor with exclusive access rights to the Property to observe and/or confirm Grantee's timely discharge of Grantee's upgrade obligations with respect to Tanks and/or Remediation Activities undertaken by or on behalf of Grantee. Grantor or Grantor-Related Parties shall provide Grantee as much advance notice as reasonably practical of all potentially disruptive or intrusive activities to be undertaken on the Property; such notice may be in the form of a periodic written schedule of activities delivered from time to time. No advance notice shall be required for non-disruptive activities such as periodic monitoring of wells on the Property, if any. Grantee hereby agrees to indemnify, defend and hold Grantor and Grantor-Related Parties harmless from all Claims made, incurred or assessed against Grantor and Grantor-Related Parties by any persons or entities including, without limitation, the Governmental Authorities, as a result, directly or indirectly, of Grantee's failure to provide access to Grantor and Grantor-Related Parties. Grantee releases Grantor and Grantor-Related Parties from and against all Claims, including but not limited to

those for loss of business and/or consequential damages associated with or arising out of Grantor's access to the Property post-Closing under this Deed.

b. Grantee agrees that Grantor's reservation of access set forth in this Deed shall be a covenant that runs with the land herein conveyed and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure Grantor's reservation of access from any subsequent purchaser, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and Grantor's reservation of access shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof. Any transferee, assignee, or successor owner, lessee, licensee, occupier or user of the Property shall take title to the Property subject to Grantor's reservation of access. The Grantor's rights and benefits of this reservation of access are an easement in gross, inuring to the benefit of Grantor, its Affiliates, Grantor-Related Parties, and their successors and assigns.

6. Maintenance of Records.

a. After Closing, Grantee shall maintain daily inventory and Tank maintenance records for the Property as required to comply with all applicable laws, rules and regulations. Grantee shall deliver legible copies of such records to Grantor within two (2) days of Grantor's request for such records. Grantor shall have the right to review these records as Grantor deems necessary. Following the Closing Grantee agrees to continue to use, maintain, repair and keep in good order the existing remote monitoring system (e.g. a Veeder-Root system) or a comparable monitoring system for the Tanks and lines located on the Property.

b. Within thirty (30) days after Grantor's request, Grantee shall deliver to Grantor legible copies of "as built" surveys or construction plans which show the location of any Tanks, any underground piping or other improvements installed or constructed by Grantee.

c. All of the covenants and agreements of Grantee set forth herein regarding the Maintenance of Records shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to maintain these records from any subsequent purchaser, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and this obligation to maintain records shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part

thereof.

7. Covenants running with the Land.

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.

8. Pro-ration of Taxes.

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 of this Deed, and Grantee hereby assumes and agrees to pay same.

9. Definitions.

The following definitions are used in this Deed:

a. **"Affiliate(s)".**

The term **Affiliate** means, with respect to Grantor:

(i) any parent of Grantor;

(ii) any company or partnership in which Grantor or any parent of Grantor now or hereafter owns or controls, directly or indirectly, more than fifty percent (50%) of the ownership interest having the right to vote or appoint its directors or functional equivalents ("Affiliated Company");

(iii) any joint venture in which Grantor, any parent of Grantor, or an Affiliated Company has an ownership interest and/or is the operator, or

(iv) any successor in interest to (i) through (iii) above.

The term **Affiliate** means, with respect to Grantee, any Person directly or indirectly controlling, controlled by, or under common control with, Grantee, including any other Person directly or indirectly controlling, controlled by, or under common control with such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of voting securities or by contract or otherwise.

b. **"Claims"** (or individually a "Claim") means any pending or threatened suit, claim, loss, cost, obligation, damage, liability, payment, fine, penalty, cause of action, litigation, judgment (including, but not limited to, expert fees and attorneys' fees awarded

as part of a judgment), lien or expense (including, but not limited to, reasonable attorneys' fees and other litigation expenses), whether known or unknown, that may be alleged or brought by any person, Governmental Authority or governmental entity, or any administrative, arbitration, or governmental proceeding, investigation or inquiry affecting or arising out of any asset or right that is a subject of this Deed.

c. **"Contamination"** means the presence, whether known or unknown, at, on, under, originating or migrating from the Property of any chemical, compound, material, substance or other matter that: (a) is a flammable, corrosive, explosive, hazardous, toxic or regulated material, substance or waste, or other injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; or (b) is controlled, designated in, regulated or governed by any Environmental Law. "Contamination" also shall include any increase in Contamination.

d. **"Covered Contamination"** means Contamination of a specific type and amount that satisfies all of the following conditions: (a) was disclosed in the Baseline Report; (b) existed prior to the Closing Date; (c) was caused by, resulted from or arose from Grantor's operations prior to the Closing Date; and (d) is required to be remediated to industrial/commercial standards by a Governmental Authority pursuant to Environmental Laws existing and enforceable on the Closing Date.

e. **"Environmental Law"** or **"Environmental Laws"** means any and all federal, state, or local laws, statutes, ordinances, rules, decrees, orders, or regulations relating to the environment, hazardous substances, materials, or waste, toxic substances, pollutants, or words of similar import, or environmental conditions at, on, under, or originating or migrating from the Property, or soil, water and groundwater conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601, et seq., the Clean Air Act, as amended, 42 U.S.C. §§ 1857, et seq., the Federal Water Pollution Control Act, as amended, 42 U.S.C. §§ 1251, et seq., the Federal Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq., any amendments to the foregoing, and any similar federal, state or local laws, statutes, ordinances, rules, decrees, orders or regulations.

f. **"Fixed Price Contract"** means the agreement between the Grantee and the environmental engineering firm chosen to be responsible for conducting Remediation Activities at the Property.

g. **"Grantee-Related Parties"** means Grantee, its parent, subsidiaries, and Affiliates, and their respective owners, officers, directors, employees, agents, divisions, contractors, invitees, servants, representatives, successors and assigns, (and, if Grantee is a natural person, its heirs and legal representatives) and any lessee, licensee, occupier, user or subsequent owner of the Property.

h. **"Grantor-Related Parties"** means Grantor, its subsidiaries, and Affiliates and

their respective owners, officers, directors, employees, agents, divisions, contractors, invitees, servants, representatives, successors and assigns.

i. **"Governmental Authority"** or **"Governmental Authorities"** means any governmental (federal, state, local or other), regulatory, judicial, or other competent authority, including without limitation, an authority responsible for the administration or collection of any tax; a body or self-regulating entity responsible for the administration of Environmental Laws, including, with respect to remediation, Remediation Activities, and determining NFA Status, those qualified environmental contractors and consultants given specific authority to administer or implement Environmental Laws; a body or self-regulating entity responsible for any or all parts of the energy sector; and a body or self-regulating entity responsible for planning and related legislative activities. "Governmental Authority" includes any person appointed by any of the foregoing to carry out an investigation or an inquiry.

j. **"No Further Action Status" or "NFA Status" means** either (i) a written determination received from the Governmental Authority having jurisdiction over the Property or Remediation Activities that no further remedial activities are required to meet applicable industrial/commercial clean-up standards (excluding periodic monitoring) under applicable Environmental Laws; (ii) when all necessary remedial activities have been completed to meet applicable industrial/commercial clean-up standards pursuant to a work plan approved by the appropriate Governmental Authority if the applicable Environmental Laws do not provide for such a written determination; or (iii) when all necessary remedial activities have been completed under applicable Environmental Laws to meet applicable industrial/commercial clean-up standards pursuant to a remedial investigation, remediation, or other environmental response work plan approved by the appropriate Governmental Authority if the Governmental Authority has unreasonably delayed or refused to provide such a written determination.

k. **"Remediation Activities" or "Remediation Activity"** means any site investigation, study, assessment, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (whether active or passive), natural attenuation, bioremediation, response, treatment, cleanup or abatement work, and operations and maintenance, whether on-site or off-site, of Contamination required to achieve NPA Status.

l. **"Tank"** or **"Tanks"** means and refers to the storage tanks and associated lines and piping used for the storage of petroleum products or other products or materials and located at, on or under the Property, including all orphaned tanks, whether maintained or unmaintained, and tanks previously used, currently used or intended to be used in the operation of a service station.

m. Capitalized terms used but not otherwise defined herein shall have the meaning given in the Agreement.

9. Duration; Enforcement.

In the event that a court of competent jurisdiction determines that any particular provision in this Deed is unenforceable or invalid, such invalidity or unenforceability shall not render unenforceable or invalid this Deed as a whole or serve to render the other provisions herein invalid or unenforceable.

Grantee, by executing this Deed, hereby accepts the covenants and provisions of this Deed and agrees to be bound by such covenants and provisions.

The restrictions imposed herein are stated to be for the benefit of Grantor and for Exxon Mobil Corporation and Exxon Related Parties (collectively, "Exxon") and shall be in force for a period of 90 years from July 22, 2010, as set forth in that certain Quitclaim Deed from Exxon to Grantor, and recorded in the Davidson County Register of Deeds as Instrument No. 20100722-0057191 (the "Exxon Deed"), but in no event later than 21 years after the death of the last to survive the class of persons consisting of the lawful descendants of former U.S. President George H.W. Bush living as of the date of this Deed. Nothing herein shall be deemed to limit Exxon's rights as set forth in the Exxon Deed and all rights in favor of Grantor herein, including without limitation rights of access, shall also be in favor of and pertain to Exxon. Grantee specifically acknowledges that it accepts this Deed subject to all rights and restrictions in favor of Exxon and obligations imposed against Grantor by Exxon as set forth in the Exxon Deed, except as the same may have been modified or released by Exxon subsequent to the date of the Exxon Deed.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, it's successors and assigns, forever; and Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise set forth herein; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by or through Grantor, but not further or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day first above written.

TIGER MANAGEMENT GROUP, LLC, a Tennessee limited liability company

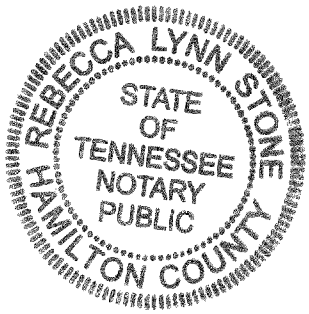
By: _____
Name: Lyle Finley
Title: President

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, a Notary Public of the state and county mentioned, personally appeared Lyle Finley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of TIGER MANAGEMENT GROUP, LLC, a Tennessee limited liability company, the within named assignor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

WITNESS my hand and seal, at office in Williamson County, Tennessee, this 30th day of April, 2014.



_____
Notary Public

My Commission Expires: April 19, 2015

IN WITNESS WHEREOF, the Grantee has executed this Special Warranty Deed as of the day first above written.

SOUTHSIDE OIL, LLC, a Virginia limited liability company

By: _____
Name: Brad Williams
Title: Vice President and Chief Operating Officer

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

Before me, a Notary Public of the state and county mentioned, personally appeared Brad Williams, 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 Vice President and Chief Operating Officer of SOUTHSIDE OIL, LLC, the within named bargainor, a Virginia limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by himself as such Vice President and Chief Operating Officer.

WITNESS my hand and seal, at office in Philadelphia County, Pennsylvania, this 25th day of April, 2014.

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SHELDON BENDER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 27, 2014

My Commission Expires: _____

I hereby swear or affirm that the actual consideration in this matter is $ 2,145,000.00.

Affiant

Subscribed and sworn to before me
this 25th day of April, 2014.

Notary Public

My commission expires:_____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SHELDON BENDER, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 27, 2014

SIGNATURE/ACKNOWLEDGMENT PAGE TO AFFIDAVIT OF VALUE TO TN DEED

Store #231
5430 Old Hickory Blvd.
Hermitage, TN

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in the second Civil District of Metropolitan Nashville, Davidson County, Tennessee, more particularly described as follows:

Beginning at an iron pin set in the northeasterly right-of-way line of Old Hickory Boulevard at its intersection with the southeasterly line of that parcel of land conveyed to Brandon Properties, Inc., of record in Book 6726, page 997, R.O.D.C, Tennessee; thence,

1. With said southeasterly line, N 32° 59' 37" E, 202.95 feet to a point in the centerline of Dry Fork Creek; thence,

2. With the centerline of said creek, S 30° 51' 37" E, 36.86 feet to a point; thence,

3. With the centerline of said creek S 63° 31' 26" E, 124.80 feet to a point; thence,

4. With the centerline of said creek S 83° 23' 26" E, 92.00 feet to a point in the westerly right-of-way line of Andrew Jackson Parkway; thence,

5. With said right-of-way line, 66.73 feet along the arc of a curve to the left, said curve having a radius of 2894.79 feet, a central angle of 1° 19' 15" and a chord bearing and distance of S 15° 10' 23" E, 66.73 feet to an iron pin found; thence,

6. With said right-of-way line, S 15° 50' 01" E, 80.03 feet to an iron pin found; thence,

7. with said right-of-way line 139.68 feet along the arc of a curve to the right, said curve having a radius of 230.00 feet, a central angle of 34° 47' 41" and a chord bearing and distance of S 02° 50' 05" W, 137.54 feet to a concrete monument found; thence,

8. S 68° 59' 33" W, 15.76 feet to an iron pin found in the aforesaid northeasterly right-of-way line of Old Hickory Boulevard; thence,

9. 256.02 feet along the arc of a curve to the left, said curve having a radius of 1999.86 feet, a central angle of 07° 20' 06" and a chord bearing and distance of N 57° 26' 05" W, 255.84 feet to an iron pin set; thence,

10. With said right-of-way line, N 61°06' 00" W, 153.85 feet to the point of beginning and containing 71,991 square feet or 1.653 acres of land.

This property is also known as Lot No. 3 on the Final PUD Plat of Lot 2 (Phase 11) Chandler square, of record in Instrument 200211060136511, said Register's Office.

ALSO KNOWN AND DESCRIBED AS FOLLOWS:

A tract of land in the second Civil District of Metropolitan Nashville, Davidson County, Tennessee, known also as Lot 3 of Chandler Square, as recorded in Instrument 20021106-0136511, records of Davidson County, and being more particularly described as follows:

Beginning at a capped 1/2 inch rebar (old) at the southernmost end of the radial intersection of the northeasterly right-of-way line of Old Hickory Boulevard (having a variable width right of way) with the southwesterly right of way of Andrew Jackson Way (having a variable width right of way) and proceed thence

Along a curve to the left having a radius of 1999.86 feet and an arc length of 220.58 feet, said arc being subtended by a chord with a bearing of North 58 degrees 28 minutes 33 seconds West and a length of 220.47 feet, along the said right of way of Old Hickory Boulevard as recorded in Instrument 20021106-0136511 to a 1/2 rebar (new); thence,

North 62 degrees 56 minutes 50 seconds West for a distance of 131.24 feet along the said right of way of Old Hickory Boulevard as recorded in Instrument 20021106-0136511 to a 1/2 inch rebar (new) on the southeastern corner of the property now or formerly owned by Paradigm Property Partners LLC; thence,

North 27 degrees 3 minutes 10 seconds East for a distance of 196.17 feet along the property now or formerly owned by Paradigm Property Partners LLC as recorded in Instrument 20021106-0136511 to a point in the centerline of Dry Fork Creek ; thence,

Following said creek South 32 degrees 27 minutes 42 seconds East for a distance of 28.07 feet to a point; thence,

Following said creek South 65 degrees 13 minutes 35 seconds East for a distance of 124.80 feet to a point: thence,

Following said creek South 85 degrees 5 minutes 35 seconds East for a distance of 92.09 feet to a point where the centerline of Dry Fork Creek intersects the said right of way of Andrew Jackson Way thence,

Along a curve to the right having a radius of 2894.78 feet and an arc length of 66.80 feet, said arc being subtended by a chord with a bearing of South 15 degrees 58 minutes 29 seconds East and a length of 66.80 feet, along the said right of way of Andrew Jackson Way as recorded in Instrument 20021106-0136511 to a capped 1/2 inch rebar (new); thence,

South 10 degrees 47 minutes 13 seconds East for a distance of 81.38 feet along the said right of way of Andrew Jackson Way as recorded in Instrument 20021106-0136511 to a capped 1/2 inch rebar (old); thence,

Along a curve to the right having a radius of 219.84 feet and an arc length of 108.32 feet, said arc being subtended by a chord with a bearing of South 0 degrees 19 minutes 3 0 seconds East and a length of 107.23 feet, along the said right of way of Andrew Jackson Way as recorded in Instrument 20021106-0136511 to a 1/2 inch rebar (old) set at the northernmost point of the radial intersection of the said right of way of Andrew Jackson Way with the said right of way of Old Hickory Boulevard; thence,

Along the said radial intersection a curve to the right having a radius of 24.99 feet and an arc length of 48.72 feet, said arc being subtended by a chord with a bearing of South 69 degrees 35 minutes 48 seconds West and a length of 41.36 feet, as recorded in Instrument 20021106-0136511 to a capped 1/2 inch rebar (old) and THE TRUE POINT OF BEGINNING.

Containing within said bounds 1.522 acres more or less. (66,303 square feet)

TOGETHER WITH those easements and rights set forth in that certain Reciprocal Easement Agreement of record in Instrument No. 20021108-0138114, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Tiger Management Group, LLC, a Tennessee limited liability company, by deed dated July 22, 2010, from Exxon Mobil Corporation, a New Jersey corporation, recorded July 22, 2010 as Instrument Number 20100722-0057191 in the Register's Office for Davidson County, Tennessee.

PRIOR DEED REFERENCE: Davidson County Register of Deeds as Instrument No. 20100722-0057191.

True Copy Certification

I, Eileen M. Christian, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Eileen M Christian
Signature

State of Pennsylvania

County of Chester

Rachel A. Ebner

Personally appeared before me, ~~[Name of Notary]~~, a notary public for this county and state, ~~[name of person making certification]~~ who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Eileen M. Christian

Rachel A Ebner
Notary's Signature

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rachel A. Ebner, Notary Public
Conshohocken Boro, Montgomery County
My Commission Expires Jan. 31, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

My Commission Expires: _____
Notary' Seal (if on paper)