WHEN RECORDED RETURN TO:

Bradley Arant Boult Cummings, LLP
Attn: Nick Mann
1600 Division Street, Suite 700
Nashville, TN 37203

BILL GARRETT, Davidson County
Trans: T20140074383 DEEDWARRSP
Recvd: 10/02/14 14:27 6 pgs
Fees: 33.00 Taxes: 1110.00
20141002-0091224

SPECIAL WARRANTY DEED

FROM: Gerald J. McFarland
and Melissa J. McFarland
Grantor

TO: KMJ, LLC,
a Tennessee limited liability company
Grantee

This instrument was prepared by:
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202
Attn: Larry McFarland

Address New Owner (s)

56 South Lowry Street
Smyrna, TN 37167

Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes: KMJ, LLC
56 South Lowry Street
Smyrna, TN 37167

Map-Parcel Number: 04305013900

STATE OF ARIZONA
COUNTY OF MARICOPA

The actual consideration or value, whichever is greater, for this transfer is ~~$300,000~~.

Affiant

DONNA F. HUMPHERYS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
July 10, 2015

Subscribed and sworn to before me this 30 day of Sept, 2014.

Notary Public
My Commission Expires 7/10/2015

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, **GERALD J. MCFARLAND AND MELISSA J. MCFARLAND**, a married couple (collectively, "Grantor"), has bargained and sold, and by these presents does transfer and convey unto **KMJ, LLC**, a Tennessee limited liability company ("Grantee"), its successors and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

The Property is improved property.

This conveyance is expressly made subject to any and all taxes, assessments, reservations in patents, all easements, rights of way, encumbrances, liens, covenants, conditions and restrictions, obligations, liabilities and other matters as may appear of record, and all matters that an accurate survey or a physical inspection of the Property would reveal, including, without limitation, the exceptions set forth in Exhibit "B" attached hereto and made a part hereof (collectively, the "Permitted Exceptions").

GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G)THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (H) COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS, (I) THE PROPERTY INFORMATION, OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF GRANTOR IS AUTHORIZED TO MAKE, AND BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT NO PERSON HAS MADE ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING OCCUPIED THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION AND KNOWLEDGE OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND ACCEPTS THE PROPERTY AND WAIVES AND RELEASES ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS, EXPENSES AND CLAIMS AGAINST GRANTOR

(INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FEES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES AND COURT COSTS) IN ANY WAY RELATING TO, OR IN CONNECTION WITH OR ARISING OUT OF GRANTEE'S ACQUISITION, OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE OR MANAGEMENT OF THE PROPERTY. THE PROVISIONS OF THIS SECTION ARE AN IMPORTANT AND MATERIAL BASIS OF THE BARGAIN INDUCING GRANTOR TO CONVEY THE PROPERTY.

TO HAVE AND TO HOLD the Property with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns forever, subject to the Permitted Exceptions.

And Grantor does covenant with Grantee that Grantor is lawfully seized and possessed of the Property in fee simple and Grantor has a good right to convey the Property, subject to the Permitted Exceptions.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise. This conveyance is expressly made subject to the Permitted Exceptions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Deed to be effective as of this 30th day of September 2014.

GRANTOR:

Gerald J. McFarland, a married individual

Melissa J. McFarland, a married individual

STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Gerald J. McFarland who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and seal of office this 30th day of September, 2014.

, Notary Public
(signature of Notary Public)

My Commission Expires: 7/10/2015

STATE OF ARIZONA §
§
COUNTY OF MARICOPA §

DONNA F. HUMPHERYS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
July 10, 2015

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that Melissa J. McFarland who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she executed the same voluntarily.

Given under my hand and seal of office this 30th day of September 2014.

, Notary Public
(signature of Notary Public)

My Commission Expires: 7/10/2015

DONNA F. HUMPHERYS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
July 10, 2015

EXHIBIT "A"

Legal Description of the Property

Land in Davidson County, Tennessee, being Lot Nos. 3, 4, 5 & 6 on the Map of Kennaston Estates, Block "B", of record in Book 843, Page 83, Register's Office for Davidson County, Tennessee, to which reference is hereby made.

INCLUDED BUT EXCLUDED from the above described property is that portion conveyed to the State of Tennessee, of record in Book 2494, Page 99, said Register's Office.

Being the same property conveyed to Gerald J. McFarland by Quitclaim Deed from James Cameron, Trustee, of record in Book 6647, Page 457, Register's Office for Davidson County, Tennessee, dated August 9, 1985 and recorded on September 4, 1985.

Being the same property conveyed to Gerald J. McFarland and wife, Melissa McFarland by Quitclaim Deed from Gerald J. McFarland and James W. Cameron, III, Trustee, of record in Instrument No. 20060306-0025370, Register's Office for Davidson County, Tennessee, dated February 6, 2006 and recorded on March 6, 2006.

Being also known as 712 Gallatin Pike, Madison, TN 37115.

EXHIBIT "B"

Permitted Exceptions

1. Taxes for tax year 2014 and subsequent years.

2. All matters shown on Map of record in Book 843, Page 83, Register's Office for Davidson County, Tennessee.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Drainage of record in Book 3341, Page 354, Register's Office for Davidson County, Tennessee.

4. Easements or claims of easements not shown by public record and arising from the time of Grantee's occupation of the Property but not before.

5. Rights of tenants, as tenants only, under unrecorded lease with Ron Janbakhsh d/b/a Auto Masters.