SPECIAL WARRANTY DEED

FROM: Cardwell's Market, Inc.,
Paul Cardwell, and Charles Cardwell,
Trustee under the Revocable Trust
Agreement of Charles E. Cardwell dated
December 20, 2013

This instrument was prepared by:
C. Mark Carver, Esq.
Sherrard & Roe, PLC
150 3rd Avenue South, Suite 1100
Nashville, TN 37201

TO: Treglown Patton Warner

Address New Owner(s) as Follows:	Send Tax Bills To:	Map/Parcel Numbers
Treglown Patton Warner 4407 Hunt Place Nashville, TN 37215	Same	Map 093-11 Parcels 60 and 64

BILL GARRETT, Davidson County
Trans:T20150110346 DEEDWARRSP
Recvd: 12/31/15 10:01 6 pgs
Fees:33.00 Taxes:14800.00
20151231-0131444

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $4,000,000.00.

TRACI SELLERS NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

NOTARY PUBLIC
Traci Sellers
My Commission Expires
March 6, 2018
STATE OF TENNESSEE

Affiant

Sworn to and subscribed before me, this 30th day of December, 2015.

Notary Public

My Commission Expires: 3-6-18

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Cardwell's Market, Inc., a Tennessee corporation, Paul Cardwell, and Charles Cardwell, Trustee under the Revocable Trust Agreement of Charles E. Cardwell dated December 20, 2013** (collectively, the "Seller") by these presents does transfer, sell and convey unto **Treglown Patton Warner** (hereinafter called the "Buyer"), and Buyer's successors and assigns, all of Seller's interest in a certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

The above-referenced property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference.

This is improved property located at 1 and 9 Hermitage Avenue, Nashville, Davidson County, Tennessee 37201.

TO HAVE AND TO HOLD the said real property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Buyer, his heirs and assigns, forever in fee simple.

Seller further covenants and binds itself, its representatives, successors and assigns to warrant specially and forever defend the title to said real estate to Buyer, and Buyer's heirs and assigns, against the lawful claims of all persons claiming through and under Seller (other than claims arising out of the matters set forth above), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Seller has caused this deed to be executed effective as of the 30th day of December, 2015.

SELLER:

Cardwell's Markets, Inc.,
a Tennessee corporation

By: Donnie R. Cardwell
Donnie R. Cardwell, President

Charles Cardwell
Charles Cardwell, Trustee under the
Revocable Trust Agreement of
Charles E. Cardwell dated December 20, 2013

Paul Cardwell
Paul Cardwell

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Donnie R. Cardwell, 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 Cardwell's Markets, Inc., a Tennessee corporation, the within named bargainor, and that he as such 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 President.

Witness my hand and seal at office in Nashville, Tennessee, this 30 day of December, 2015.

Traci Sellers
Notary Public

My Commission Expires: 3-6-18



NOTARY PUBLIC
Traci Sellers
My Commission Expires
March 6, 2018
STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Charles E. Cardwell, Trustee under the Revocable Trust Agreement of Charles E. Cardwell dated December 20, 2013, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Nashville, Tennessee, this 30 day of December, 2015.

Traci Sellers
Notary Public

My Commission Expires: 3-6-18



NOTARY PUBLIC
Traci Sellers
My Commission Expires
March 6, 2018
STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Paul Cardwell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal at office in Nashville, Tennessee, this 30 day of December, 2015.

Traci Sellers
Notary Public

My Commission Expires: 3-6-18



NOTARY PUBLIC
Traci Sellers
My Commission Expires
March 6, 2018
STATE OF TENNESSEE

EXHIBIT A

PROPERTY DESCRIPTION

TRACT I

PARCEL A

Land in Davidson County, Tennessee, being Lot(s) 74 and 75, as shown on the map entitled Rutledge's Addition, of record in Book 21, Page 73, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to CHARLES E. CARDWELL AND WIFE, NAOMI CARDWELL, by deed from BRYAN FORD AND WIFE, PEARL FORD, of record in Book 2025, Page 91, dated October 16, 1951, and by deed from ETHEL DEMONBREUN of record in Book 3462, Page 99, dated October 31, 1962, said Register's Office. CHARLES E. CARDWELL died on or about October 20, 1983, leaving NAOMI CARDWELL as the surviving tenant by the entirety. NAOMI CARDWELL, A WIDOW has since conveyed her interest in said property to CARDWELL'S MARKETS, INC. by quitclaim deed of record in Book 6504, Page 61, and in Book 6504, Page 64, dated March 2, 1985, said Register's Office.

PARCEL B

Land in Davidson County, Tennessee, being Lot(s) 76, as shown on the map entitled Rutledge's Addition, of record in Book 21, Page 73, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to CHARLES EDWARD CARDWELL AND CHARLES ESTEL CARDWELL, by installment deed from DOROTHY L. MINTZ AND MADELINE F. MAGID, of record in Book 5199, Page 653, dated September 13, 1977, said Register's Office. CHARLES ESTEL CARDWELL died intestate on or about October 20, 1983, leaving CHARLES EDWARD CARDWELL, PEGGY CARDWELL WILLIAMS, PAUL WESLEY CARDWELL, DONNIE RAY CARDWELL AND NAOMI CARDWELL as his only heirs-at-law. For further reference see Affidavit of Heirship of record in Instrument No. _____, said Register's Office. CHARLES EDWARD CARDWELL, PEGGY CARDWELL WILLIAMS, PAUL WESLEY CARDWELL, DONNIE RAY CARDWELL AND NAOMI CARDWELL have since conveyed their interest in said property to CARDWELL'S MARKETS, INC. by quitclaim deed of record in Book 6504, Page 67, dated March 2, 1985, said Register's Office.

TRACT II

Land in Davidson County, Tennessee, being Lot(s) 77, as shown on the map entitled Rutledge's Addition, of record in Book 21, Page 73, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to BETTY RUTH CARDWELL, by deed from BETTY E. GOLDSTEIN, of record in Book 5592, Page 123, dated March 31, 1980, said Register's Office. BETTY RUTH CARDWELL conveyed her interest in said property to CHARLES CARDWELL AND PAUL

CARDWELL by quitclaim deed of record in Instrument No. 20121010-0092971, dated October 10, 2012, said Register's Office. CHARLES CARDWELL has conveyed his undivided one-half interest in said property to CHARLES E. CARDWELL, TRUSTEE UNDER THE REVOCABLE TRUST AGREEMENT OF CHARLES E. CARDWELL, DATED DECEMBER 30, 2013, by quitclaim deed of record in Instrument No. 20150209-0011836, dated December 30, 2013, said Register's Office.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year 2016 and future years, a lien, not yet due and payable.

2. Matters shown on the Plan of record in Book 21, Page 73, said Register's Office.

3. Restrictive Covenant of record in Book 4478, Page 243, said Register's Office.

4. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Cardwell's Markets, Inc., a Tennessee corporation to Tri Star Energy, LLC, a Delaware limited liability company, of record in Instrument No. 20101013-0082065, said Register's Office. (TRACT I)

5. Terms, provisions, requirements, conditions, obligations, agreements, and stipulations contained in the lease from Charles and Paul Cardwell to Subway Real Estate, LLC, of record in Instrument No. 20131125-0120674, said Register's Office. (TRACT II)