Davidson County DEEDWARRSP
Recvd: 10/05/16 14:28 7 pgs
Fees:38.00 Taxes:34946.36
20161005-0105390

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
BKEP TERMINALLING, L.L.C., P.O. Box 1639 Jackson, MS 39215-1639	Tax Identification Number 09406001100	BKEP TERMINALLING, L.L.C., P.O. Box 1639 Jackson, MS 39215-1639

This instrument prepared by: First American Title Insurance Company, National Commercial Services, 414 Union Street, Suite 1205, Nashville, Tennessee 37219

After recording, please return to: First American Title Insurance Company, National Commercial Services, 414 Union Street, Suite 1205, Nashville, Tennessee 37219

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **ERGON TERMINALING, INC., a Mississippi corporation** (the "**Grantor**"), has bargained and sold, and by these presents transfers and conveys to **BKEP TERMINALLING, L.L.C., a Texas limited liability company** (the "**Grantee**"), Grantee's heirs, successors and assigns, the real property described in Exhibit A, which is attached hereto and incorporated herein by reference, including without limitation, all buildings, structures and other improvements thereon (the "**Improvements**") and all of Grantor's right, title and interest, if any, in and to the appurtenances pertaining thereto, including without limitation Grantor's right, title and interest in and to the adjacent streets, alleys and right-of-ways, and any easement rights, air rights, subsurface rights, development rights, wastewater capacities and credit reservations, and water rights (all of the foregoing being collectively referred to as the "**Property**").

STATE OF Tennessee
COUNTY OF Davidson

The actual consideration or value, which is greater, for this transfer is $ 9,444,962.00

Claire Burke
Affiant

Subscribed and sworn to before me this 5th day of October, 2016.

PAMELA G. NASH NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Pamela G. Nash
Notary Public
My Commission Expires: 8-20-19

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to current real property taxes and all unpaid non-delinquent general and special taxes, bonds and assessments; all documents and other matters of public record that are applicable to the Property as of the date hereof, but only to the extent the same remain in effect and are valid and

enforceable and affect the Property; all zoning ordinances and regulations and any other laws, ordinances or governmental regulations now or hereinafter applicable to and enforceable against the Property; and all matters visible on the ground or that would be shown on a current survey of the Property (the foregoing collectively, the "**Permitted Exceptions**"):

This is improved property commonly known as 1110 and 1116 Visco Drive, Nashville, TN 37210.

GRANTOR HAS EXECUTED THIS SPECIAL WARRANTY DEED AND GRANTED, SOLD, AND CONVEYED THE PROPERTY, AND GRANTEE HAS ACCEPTED THE SAME AND ACQUIRED THE PROPERTY, AS, IS, WHERE IS, WITH ALL FAULTS, AT GRANTEE'S OWN RISK, AND, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH BELOW AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ERGON ASPHALT & EMULSIONS, INC., A MISSISSIPPI CORPORATION ("**EA&E**") SET FORTH IN THAT CERTAIN CONTRIBUTION AGREEMENT DATED JULY 19, 2016 TO WHICH GRANTOR AND GRANTEE, AND/OR THEIR AFFILIATES, ARE PARTIES (THE "**CONTRIBUTION AGREEMENT**"), WITHOUT REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF THE GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES (EXCEPT THE SPECIAL WARRANTY OF TITLE AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF EA&E SET FORTH IN THE CONTRIBUTION AGREEMENT), INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR HABITABILITY. BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE NO REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF EA&E SET FORTH IN THE CONTRIBUTION AGREEMENT, IN RESPECT TO THE CONDITION OF THE PROPERTY OR THE USE WHICH MAY BE MADE THEREOF, INCLUDING WITHOUT LIMITATION, (A) THE PHYSICAL CONDITION OF THE PROPERTY, (B) THE SOIL CONDITIONS EXISTING AT THE PROPERTY FOR ANY PARTICULAR PURPOSE OR DEVELOPMENT POTENTIAL, (C) THE NATURE OR QUALITY OF THE CONSTRUCTION, STRUCTURAL DESIGN, AND/OR ENGINEERING OF THE IMPROVEMENTS, (D) THE QUALITY OF LABOR AND MATERIALS INCLUDED IN THE IMPROVEMENTS, (E) THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCE OR MATERIAL INCLUDED IN THE IMPROVEMENTS OR THE PROPERTY, AND (F) COMPLIANCE OF THE IMPROVEMENTS OR PROPERTY WITH APPLICABLE LAWS, REGULATIONS, OR OTHER GOVERNMENTAL REQUIREMENTS, INCLUDING ANY PERTAINING TO HEALTH OR THE ENVIRONMENT, AND BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE AFFIRMS THAT THE CONVEYANCE OF THE PROPERTY IS WITHOUT REPRESENTATION OR WARRANTY, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN AND THE EXPRESS REPRESENTATIONS AND WARRANTIES OF EA&E SET FORTH IN THE CONTRIBUTION AGREEMENT.

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

Grantor covenants with Grantee, its successors and assigns, that the Property is free from all encumbrances by, through or under Grantor, except the Permitted Exceptions.

Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to Grantee, and Grantee's successors and assigns against the lawful claims of all

persons whomsoever claiming by, through or under Grantor, but not otherwise, except (i) claims arising under or by virtue of the Permitted Exceptions, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has executed this Deed on the date set forth in the acknowledgement below to be effective as of the 5th day of October, 2016.

GRANTOR:

ERGON TERMINALING, INC.,
a Mississippi corporation

By: Robert H Lampton
Name: Robert H. Lampton
Title: President

STATE OF MISSISSIPPI §
§
COUNTY OF RANKIN §

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, Robert H. Lampton, 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 President of Ergon Terminaling, Inc., a Mississippi corporation, that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Grantor by himself as such officer of said corporation.

Witness my hand seal at office this 30th day of September, 2016.

J. Kevin Watson
Notary Public
My Commission Expires: _____

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 20461 J. KEVIN WATSON Commission Expires July 31, 2020 MADISON COUNTY

EXHIBIT A

Real Property Description

TRACT NO. 1:

LAND IN DAVIDSON COUNTY, TENNESSEE, CONTAINING APPROXIMATELY 2.90 ACRES, MORE OR LESS, AND BEING PART OF LOT 39 ON THE PLAN OF RESUBDIVISION OF LOT 35, SECTION 6, AND THE RESUBDIVISION OF LOT 39, SECTION 9, OF VISCO INDUSTRIAL SUBDIVISION, AS APPEARING OF RECORD IN PLAT BOOK 7900, PAGE 514, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (SOMETIMES HEREAFTER REFERRED TO AS "R.O.D.C. TN") AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN SITUATED ON THE NORTHERLY MARGIN OF VISCO DRIVE, SAID PIN BEING 2196.48 FEET, MORE OR LESS, EAST OF THE INTERSECTION OF THE CENTERLINE OF OMOHUNDRO PLACE SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 35 ON THE REVISED PLAN OF VISCO INDUSTRIAL SUBDIVISION SECTION SIX RECORDED IN PLAT BOOK 4175, PAGE 39, R.O.D.C., TN.

THENCE N 27 DEG. 23'00" W ALONG THE COMMON LINE BETWEEN ERGON INCORPORATED RECORDED IN DEED BOOK 6732, PAGE 500, R.O.D.C., TN. AND AAA COOPER TRANSPORTATION RECORDED IN DEED BOOK 8129, PAGE 805, R.O.D.C., TN., A DISTANCE OF 476.49 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE N 87 DEG. 30'58" W, A DISTANCE OF 70.00 FEET TO A POINT;

THENCE S 62 DEG. 29'02" W, A DISTANCE OF 339.30 FEET TO A POINT;

THENCE N 27 DEG. 23'00" W, A DISTANCE OF 344.24 FEET TO A POINT IN THE MEAN LOW WATER MARK OF CUMBERLAND RIVER;

THENCE ALONG SAID RIVER N 72 DEG. 23'52" E, A DISTANCE OF 202.96 FEET TO A POINT;

THENCE N 68 DEG. 26'49" E A DISTANCE OF 201.03 FEET TO A POINT ON THE COMMON LINE BETWEEN ERGON INCORPORATED AND AAA COOPER TRANSPORTATION,

THEN LEAVING SAID RIVER ALONG A COMMON LINE BETWEEN ERGON INCORPORATED AND AAA COOPER TRANSPORTATION, S 27 DEG. 23'00" E, A DISTANCE OF 323.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.90 ACRES OF LAND, MORE OR LESS.

TRACT NO. 2:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 39 ON THE PLAN OF RESUB LOT 35 SECTION 6 AND RESUB LOT 39 SECTION 9 OF VISCO INDUSTRIAL SUBDIVISION OF RECORD IN BOOK 7900, PAGE 514, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TRACT NO. 3:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 40 ON THE PLAN OF VISCO INDUSTRIAL SUBDIVISION, SECTION 9, OF RECORD IN BOOK 4300, PAGE 39, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SITUATED IN THE NORTHERN MARGIN OF VISCO DRIVE SAID POINT BEING THE SOUTHEAST CORNER OF THE ERGON INCORPORATED PROPERTY OF RECORD IN DEED BOOK 8923, PAGE 671, R.O.D.C., TN. SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY HEREIN DESCRIBED;

THENCE, LEAVING SAID MARGIN, ALONG SAID ERGON PROPERTY LINE, N 27°23'00" W, A DISTANCE OF 751.50 FEET TO A POINT ALONG THE CUMBERLAND RIVER, AT THE LOW WATER LINE;

THENCE, ALONG THE LOW WATER LINE, N 86°36'33" E, A DISTANCE OF 328.51 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE PRICE RAY PORTER PROPERTY OF RECORD IN DEED BOOK 7246, PAGE 47, R.O.D.C., TN;

THENCE, ALONG PORTER'S WESTERN PROPERTY LINE, S 27°23'00" E, A DISTANCE OF 484.50 FEET TO AN IRON ROD;

THENCE, S 06°03'00" E, A DISTANCE OF 180.00 FEET TO AN IRON ROD SITUATED IN THE NORTHERN MARGIN OF VISCO DRIVE;

THENCE, ALONG SAID ROAD, ALONG A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 21°19'36", A RADIUS OF 500.00 FEET, A TANGENT OF 94.14 FEET, A LENGTH OF 186.11 FEET, AND HAVING A CHORD WHICH BEARS S 73°16'48" W, A DISTANCE OF 185.04 FEET TO AN IRON ROD;

THENCE, ALONG SAID ROAD S 62°37'00" W, A DISTANCE OF 52.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.69 ACRES OF LAND MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO ERGON TERMINALING, INC., A MISSISSIPPI CORPORATION BY DEED OF RECORD IN INSTRUMENT NO. 200006290064632, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

True Copy Certification

I, Jay H. Smith, 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 therewith and that this is a true and correct copy of the original documents executed and authenticated according to law.

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Jay H. Smith who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

My Commission Expires: 6/20/2017

Notary Seal: