This instrument prepared by
or under the direction of:

Kim R. Bongiovanni
Senior Counsel
Law Department
500 Water Street
Jacksonville, Florida 32202

Davidson County DEEDQC
Recvd: 04/20/17 12:42 9 pgs
Fees:48.00 Taxes:888.00
20170420-0038883

Tax Map No.: NOT AVAILABLE

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 13 day of APRIL, 2017, between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Grantor", and MAGELLAN TERMINALS HOLDINGS, L.P., whose mailing address is One Williams Center, Tulsa, Oklahoma 74172, hereinafter called "Grantee", WITNESSETH:

(Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), to it in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby RELEASE, REMISE and forever QUITCLAIM unto Grantee, its successors and assigns, all right, title and interest of Grantor, if any, in and to that certain tract or parcel of land situate, lying and being at Nashville, Davidson County, Tennessee, and having a Tax Parcel Identification Number of NOT AVAILABLE, hereinafter designated "the Premises," more particularly described in Exhibit A, attached hereto and incorporated herein, and containing 1.52 acres, more or less.

EXCEPTING unto Grantor all mineral rights, if any, including but not limited to oil, gas and coal, and the constituents of each, underlying the Premises; and RESERVING the right for Grantor, its successors and assigns, to remove the same; HOWEVER, Grantor will not drill or permit drilling on the surface of the Premises without the prior written consent of Grantee, which consent shall not be unreasonably withheld. Grantor expressly waives any rights of ingress and/or egress to or from the surface of the Premises for the purpose of production of oil, gas and other minerals or for any other purpose, and further waives the right to use the surface for any purpose whatsoever, except for the limited purpose set forth in subsection 6.4(b).

EXCEPTING unto Grantor the ownership in and to all railroad tracks and other track material (including switches, signals and ballast), hereinafter "the Track", within and on the Premises. If Track is on the Premises, Grantee shall remove the Track, at its sole cost and expense, within sixty (60) days after Closing and stockpile same (other than the ballast) for later retrieval by Grantor.

RESERVING unto Grantor, for itself, its successors and/or assigns, a perpetual easement, fifteen feet (15') in width, hereinafter the "Easement", upon and along, over, under or across as the case may be, the Premises, together with ancillary surface rights, for the purpose of maintaining, operating, inspecting, repairing, reconstructing, renewing and/or replacing existing overhead and/or underground utility facilities and necessary appurtenances (poles, guys, anchors, ducts, fixtures, appliances) devoted solely to such existing usage, herein collectively the "Facility(ies)" (but excluding, in any event, any new above-ground equipment, facilities or appurtenances); TOGETHER WITH the further rights to convey or assign said reserved Easement, in whole or in part, and to lease, license or permit third parties to occupy the same solely for the Facility(ies).

TO HAVE AND TO HOLD the Premises, and all the estate, right, title, lien, interest and claim whatsoever of Grantor therein, either in law or equity, and all improvements thereon and appurtenances thereto, unto the proper use, benefit and enjoyment of Grantee, Grantee's heirs and assigns or successors and assigns, forever; SUBJECT to reservations, easements, covenants, restrictions and limitations of record or platted, all existing public utilities and roadways, and all existing encroachments, ways and servitudes, howsoever created.

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as industrial or commercial property. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than industrial or commercial purposes and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind, (c) any recreational purpose (recreational use shall be defined broadly to include, without limitation, use as a public park, hiking or biking trail, athletic fields or courts, or public gathering place), (d) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human) or (e) the establishment of a

mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee, by acceptance of this deed, covenants and represents that Grantee owns property adjoining the Premises and has access to the Premises through Grantee's adjoining property or through other property not owned by Grantor. Grantee, on its behalf, its heirs, personal representatives, successors and assigns, releases Grantor, its successors and assigns, from any responsibility, obligation or liability to provide access to the Premises through land now owned or subsequently acquired by Grantor. Should Grantee ever convey the Premises, or any portion thereof, to a third party, Grantee will provide access to the Premises through Grantee's adjoining property or through other property not owned by Grantor.

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Premises and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof; or be liable for any damage, loss or injury that may result by reason of the non-existence or the condition of any fences, railings or guard rails. Grantee assumes all liability and responsibility respecting fences, railings or guardrails, or the absence thereof.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall maintain the existing drainage on the Premises in such a manner as not to impair adjacent railroad operating property drainage and not to redirect or increase the quantity or velocity of surface water runoff or any streams into Grantor's drainage system or upon the adjacent railroad operating property or other lands and facilities of Grantor. If the Premises or existing drainage are modified or improved, Grantee agrees to construct and maintain, in accordance with all applicable statutes, ordinances, building and subdivision codes, covenants and restrictions, an adequate drainage system from the Premises to the nearest public or non-Grantor owned drainage or storm sewer system, in order to prevent the discharge of roof, surface, stream and other drainage waters upon railroad operating property or other adjacent lands and facilities of Grantor.

Grantee acknowledges that this deed is made upon Grantee's solicitation and request, and was not in any way initiated by Grantor. Grantor does not represent or warrant to Grantee any ownership or estate in the Premises or any specific title or interest in the Premises, which constituted a strip of Grantor's former railroad operating property; and Grantee hereby releases Grantor, its officers and agents, from any claim or demand resulting from this deed, or from any failure of or defect in Grantee's title to the Premises.

Grantee hereby agrees, as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises, except to the extent all liability, loss, cost and/or expense occurs as a result of the negligence or willful misconduct of Grantee.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

Said convenant(s) shall run with title to the Premises conveyed, and bind upon Grantee, Grantee's heirs, legal representatives and assigns, or corporate successors and assigns, and anyone claiming title to or holding Premises through Grantee.

Magellan Terminals Holdings, L.P., whose address is One Williams Center, Tulsa, Oklahoma 74172, is responsible for taxes.

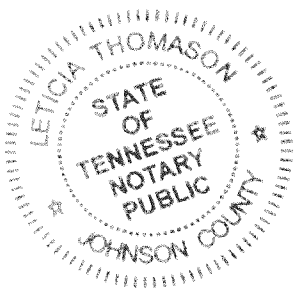
I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $240,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Jeffrey J Wake
AFFIANT

Subscribed and Sworn to before me this the 20th day of April, 2017.

My Commission Expires: 4/4/2021

Leticia Thomason
NOTARY PUBLIC



IN WITNESS WHEREOF, CSX TRANSPORTATION, INC., pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

CSX TRANSPORTATION, INC.:

By: _____

Name: Shantel N. Davis

Title: President - CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc.

Attest _____ (SEAL)
Secretary

Print Name: PAUL R. HITCHCOCK
CORPORATE SECRETARY

STATE OF FLORIDA)
) SS.
COUNTY OF DUVAL)

I, Jennifer Bryan, a Notary Public of the State of Florida and the County of Duval, do certify that, on the date below, before me in said County came Shantel N. Davis (X) to me known, and/or ( ) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that: she is President-CSX Real Property, Inc., signing on behalf of CSX Transportation, Inc., the corporation described in and which executed said instrument; she is fully informed of the contents of the instrument; she knows the seal of said corporation; the seal affixed to said instrument is such seal; it was so affixed by authority of the Board of Directors of said corporation; she signed her name thereto for said corporation pursuant to Board authority; and instrument is the free act and deed of said corporation; and the conveyance herein is not part of a transaction, sale, lease, exchange or other transfer or conveyance of all or substantially all of the property and/or assets of the Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this 13th day of April, 2017.

My commission expires on:

Jennifer Bryan (SEAL)
Notary Public
Print Name: Jennifer Bryan

JENNIFER BRYAN
Notary Public - State of Florida
My Comm. Expires Dec 10, 2017
Commission # FF 046804

EXHIBIT A

Description of property at: Nashville, Davidson County, Tennessee
To: Magellan Terminals Holdings, L.P.
CSXT Deed File No.: 2016-1464

Situated in the 8th (formerly the 12th) civil district of Davidson County, Tennessee in the City of Nashville, being a 66,321 square feet or 1.52 acres, more or less as shown on Exhibit "A" attached hereto and made a part hereof, said tract being described by metes and bounds, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found marking the southernmost corner of a tract of land conveyed to Shawn Touloeisani, as per deed recorded in Deed Book 20120509, Page 40168, R.O.D.C.; THENCE along the southeasterly lines of said Touloeisani tract, North 42 degrees 31 minutes 12 seconds East, 1022.70 feet to a 1/2-iron rod found;
THENCE, continuing along said Touloeisani tract, North 43 degrees 10 minutes 42 seconds East, 20.78 feet to a 5/8-inch iron rod found;
THENCE, North 45 degrees 41 minutes 36 seconds East, 101.74 feet to a 5/8-inch iron rod found;
THENCE, North 50 degrees 37 minutes 42 seconds East, 102.00 feet to a PK nail found;
THENCE, North 56 degrees 00 minutes 20 seconds East, 102.00 feet to a PK nail found;
THENCE, North 59 degrees 44 minutes 06 seconds East, 82.03 feet to a PK nail found, said point being located on the western right-of-way line of Centennial Boulevard and being located South 17 degrees 29 minutes 19 seconds East, 51.27 feet from a 5/8-inch iron rod found;
THENCE, along said right-of-way line, South 32 degrees 02 minutes 43 seconds East, 40.01 feet to a railroad spike found;
THENCE, leaving said right-of-way line along a non-tangent curve to the left having a radius of 1046.20 feet, an arc length of 388.39 feet and a chord bearing and distance of South 52 degrees 24 minutes 27 seconds West, 386.17 feet to a ½-inch iron rod found;
THENCE, South 42 degrees 28 minutes 17 seconds West, 484.20 feet to a ½-inch iron rod found, said point marking the northwestern corner of a tract of land conveyed to Southeast Terminals, LLC as per Deed Book 20040218, Page 0018886, R.O.D.C. and a northern corner of a tract of land conveyed to Ingram Industries, Inc. as per Deed Book 5372, Page 719, R.O.D.C.;
THENCE, along the northern line of said Ingram Industries tract, South 42 degrees 35 minutes 40 seconds West, 775.71 feet to a capped 5/8-inch iron rod set;
THENCE, leaving the northern line of said Ingram Industries tract, North 49 degrees 52 minutes 38 seconds West, 40.13 feet to a P.K. Nail set on southeasterly line of the James R. Porter Tract, as per Deed Book 20151005, Page 101024;
THENCE, along the southeasterly line of said James R. Porter Tract, North 42 degrees 32 minutes 55 seconds East, 229.08 feet to the **POINT OF BEGINNING** and containing 66,321 square feet or 1.52 acres, more or less.

BEING a portion of the property acquired by The Nashville, Chattanooga & St. Louis Railway, a predecessor of Grantor, by the following instruments, recorded among the Public Land Records of Davidson County, Tennessee:

Acquired From	Date of Instrument	Book/Page
Realty Savings Bank and Trust Co.	05/17/1906	340/553

Properties of The Nashville, Chattanooga & St. Louis Railway became vested in the Louisville and Nashville Railroad Company by virtue of Agreement of Merger dated August 30, 1957. On December 29, 1982 the Louisville and Nashville Railroad Company merged into Seaboard Coast Line Railroad Company, and the name of the surviving corporation changed to Seaboard System Railroad, Inc. On July 1, 1986, Seaboard System Railroad, Inc. changed its name to CSX Transportation, Inc.

True Copy Certification

I, Jeffrey J. Walker, 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.

Jeffrey J Walker

Signature

State of Tennessee
County of Johnson

Personally appeared before me, Leticia Thomason, a notary public for this county and state, Jeffrey J. Walker, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Leticia Thomason

Notary's Signature

My Commission Expires: 4/4/2021
Notary' Seal (if on paper)

