Bill Garrett Davidson County
Batch# 53526 DEEDWARRSP
01/31/2018 02:31:30 PM 13 pgs
Fees: $68.00 Taxes: $7,055.90
20180131-0009937

PREPARED BY:
Vinson & Elkins LLP
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201
Attn: Courtney Hammond

WHEN RECORDED, MAIL TO:
Stewart Title Guaranty Company
1980 Post Oak Blvd., Suite 610
Houston, Texas 77056
Attn: Jackie Furash

TAX ID: 07013004000

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

MACS RETAIL LLC, a Virginia limited liability company ("**Grantor**"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has BARGAINED AND SOLD and by these presents does TRANSFER AND CONVEY unto 7-ELEVEN, INC., a Texas corporation ("**Grantee**"), the tract or parcel of land in Davidson County, Tennessee, being more particularly described in Exhibit A and all buildings and improvements located thereon, together with all of Grantor's rights, titles, and interests appurtenant thereto including, without limitation, Grantor's interest, if any, in any and all easements, rights of ingress and egress, tenements, adjacent streets, roads, alleys, rights of way and any adjacent strips and gores (such land, improvements and interests are hereinafter collectively referred to as the "**Property**").

Recourse against Grantor with respect to the representations, warranties and covenants of Grantor hereunder is subject to the conditions, provisions and limitations set forth in that certain Asset Purchase Agreement (said Asset Purchase Agreement, as further amended, modified or supplemented, is hereafter referred to as the "**Purchase Agreement**") dated as of April 6, 2017, by and among Susser Petroleum Property Company LLC, a Delaware limited liability company, Sunoco Retail LLC, a Pennsylvania limited liability company, Stripes LLC, a Texas limited liability company, Town & Country Food Stores, Inc., a Texas corporation, and MACS Retail LLC, a Virginia limited liability company, as sellers, 7-Eleven, Inc., a Texas corporation ("**7-Eleven**") and SEI Fuel Services, Inc., a Texas corporation and wholly-owned subsidiary of 7-Eleven, as buyers, and, solely for the purposes of Section 5.21 of the Purchase Agreement, Sunoco Finance Corp., a Delaware corporation, and, solely for the purposes of Section 11.21 of the Purchase Agreement, Sunoco, LLC, a Delaware limited liability company, and solely for the purposes of Section 5.21 and Section 11.21 of the Purchase Agreement, Sunoco LP, a Delaware limited partnership, which Purchase Agreement shall remain in full force and effect to the full extent provided by the Purchase Agreement. Any capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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37649

This Special Warranty Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to all easements, restrictions, reservations and covenants now of record in the real property records of the county in which the Property is located and further subject to all matters that a current, accurate ALTA survey of the Property would show, in each case, to the extent, and only to the extent, such matters are now in force, valid, and affect title to the Property (but reference to same shall not operate to re-impose same) (hereinafter referred to collectively as the "**Permitted Exceptions**"); provided, however, the foregoing acceptance by Grantee shall not (a) impact the rights and remedies of Grantee (or any Buyer), if any, under the Purchase Agreement or (b) expand or alter any provision of the Purchase Agreement relating to the assumption of any liability by Grantee or any Buyer.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Property to Grantee, its successors and assigns against the lawful claims and demands of all persons claiming or to claim the same or any part thereof or interest therein by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

1. Deed Restriction and Covenant Against Residential Use.

a. 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 Special Warranty Deed the applicable "as of right" zoning use of the Property does not include any residential use, that the Grantee, Grantee-Related Parties (as defined below), 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**").

2. Engineering and Institutional Controls.

a. Grantee agrees and acknowledges that the conveyance of the Property is subject to the following covenants of 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 (as defined below) 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 (as defined below) 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 Grantor'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 Grantor's testing permitted pursuant to the Agreement) in accordance with all applicable Environmental Laws (as defined below) 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 Special Warranty 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, the 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 hereof, 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 hereof ("**Existing Foundation**"). However, if after the date hereof, 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 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 Special Warranty Deed and these Engineering and Institutional Controls.

c. 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.

3. 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 the Effective Date. Grantor reserves the right of access to the Property, and Grantee on behalf of itself and the Grantee-Related Parties grants to Grantor access to the Property, 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.

b. Grantee agrees that Grantor's reservation of access set forth in this Special Warranty 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 arid assigns.

4. Maintenance of Records.

a. 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. 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 shalt 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.

5. Covenants running with the Land.

The conditions, covenants and other provisions set out in this Special Warranty 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.

6. Definitions.

The following definitions are used in this Special Warranty Deed:

a. 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.

b. 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.

c. "**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 Special Warranty Deed.

d. "**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.

e. "**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 Effective Date; (c) was caused by, resulted from or arose from Grantor's operations prior to the Effective 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 Effective Date.

f. "**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.

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.

7. Duration; Enforcement.

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

Grantee, by executing this Special Warranty Deed, hereby accepts the covenants and provisions of this Special Warranty 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 between Exxon Mobil Corporation and Tiger Management Group, LLC dated July 22, 2010, recorded July 22, 2010 as Instrument Number 20100722-0057199 with the Davison County, Tennessee Register of Deeds (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 Special Warranty 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 Special Warranty 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.

Name and address for person responsible for ad valorem taxes, and name and address of Grantee is:

7-Eleven, Inc.
P.O. Box 711
Dallas, Texas 75221-0711
Attn: Ad Valorem Tax, 7-Eleven Store #: 41044.

This Special Warranty Deed is executed on the date set forth in the acknowledgment below, but is made effective as of January 23, 2018 (the "**Effective Date**").

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of the Effective Date.

MACS RETAIL LLC, a Virginia limited liability company

By: _____
Name: Tom Terry
Title: Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

On this the 15 day of January, 2018, before me, the undersigned, a Notary Public in the aforesaid State and County, personally appeared Tom Terry, who acknowledged himself to be the Assistant Secretary of MACS RETAIL LLC, a Virginia limited liability company, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[S E A L]

KELLY GREEN
Notary Public, State of Texas
Comm. Expires 01-24-2021
Notary ID 10791191

_____
Kelly Green
Notary Public, State of Texas
My commission expires January 24, 2021

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The actual consideration or value, whichever is greater, for this transfer is $1,907,000.

_____
Affiant: Tom Terry, Assistant Secretary of MACS Retail LLC

Subscribed and sworn to before me, this 15 day of January, 2018.

[S E A L]

KELLY GREEN
Notary Public, State of Texas
Comm. Expires 01-24-2021
Notary ID 10791191

_____
Kelly Green
Notary Public, State of Texas
My commission expires January 24, 2021

201801310009937

EXHIBIT A

Description of the Property

[Follows this page.]

201801310009937

Site 41044/71

Land in Davidson County, Tennessee, being shown as Parcel 40 on the plan of Final Plat of Revision One of the Resubdivision of the Resha Lot and a Portion of Lot 32 Resha Heights, as of record in Instrument No. 20000622-0062081, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

Also Known and Described as Follows:

A tract of Land in the 13th Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Commence from the mitered intersection of Clarksville Pike (AKA US 41 & State Route 12) (124' R/W) and Buena Vista Pike (96' R/W) continue along the northern right of way of Clarksville Pike (AKA US 41 & State Route 12) (124 R/W) proceed in a westerly direction a distance of 73.77' to a 1/2" rebar set (new) and the True Point of Beginning. Thus established, continue North 56 degrees 51 minutes 15 seconds West for a distance of 76.23 feet to a 1/2" rebar set (new); thence North 56 degrees 51 minutes 15 seconds West for a distance of 45.78 feet to a ½" " rebar set (new); thence North 33 degrees 46 minutes 0 seconds East for a distance of 158.51 feet to a 1/2" rebar set (new); thence South 57 degrees 0 minutes 0 seconds East for a distance of 45.78 feet to a 1/2" rebar set (new); thence South 57 degrees 0 minutes 0 seconds East for a distance of 57.00 feet to a 1/2" rebar set (new); thence North 33 degrees 46 minutes 0 seconds East for a distance of 19.00 feet to a 1/2" rebar set (new); thence South 57 degrees 0 minutes 0 seconds East for a distance of 93.01 feet to a 5/8" rebar set (new); thence South 33 degrees 46 minutes 0 seconds West for a distance of 104.24 feet to a 1/2" rebar set (new); thence along a curve to the right having a radius of 138.00 feet and an arc length of 43.84 feet, said arc being subtended by a chord with a bearing of South 42 degrees 52 minutes 0 seconds West and a length of 43.65 feet to a 1/2" rebar set (new); thence along a curve to the right having a radius of 38.00 feet and an arc length of 35.14 feet, said arc being subtended by a chord with a bearing of South 78 degrees 27 minutes 22 seconds West and a length of 33.90 feet, to a 1/2" rebar set (new); thence along a curve to the right having a radius of 138.00 feet and an arc length of 43.84 feet, said arc being subtended by a chord with a bearing of North 65 degrees 57 minutes 15 seconds West and length of 43.65 feet to a 1/2" rebar set (new) and the True Point of Beginning.

Containing within said bounds 0. 736 acres (32,081 square feet) more or less.

ALSO DESCRIBED AS:

Being a parcel of land situated in the City of Nashville, County of Davidson and State of Tennessee. Being all of Parcel 40 on the plan of Final Plat of Revision One of the Resubdivision of the Resha Lot and a Portion of Lot 32 Resha Heights, as of record in Instrument No. 20000622-0062081, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a 1/2" Iron Rod found at the intersection between the northwesterly right-of-

way line of Buena Vista Pike, a One - hundred and Twenty four foot (124') public right-of-way, and the southeast corner of a property now or formerly conveyed to DWAYNE L. BELL and wife BEVERLY BELL per Book 10401 Page 48;

Thence, along the northwesterly right-of-way line of Buena Vista Pike, South 37°16'24" West a distance of 104.15 feet to a Mag Nail, found;

Thence, along the arc of a curve to the right, said curve having an arc length of 43.57 feet, a radius of 138.00 feet, a delta angle of 18°09'52", a chord bearing South 45°27'05" West, and a chord distance of 43.57 feet to a 5/8" Iron Rod found;

Thence, along the arc of a curve to the right, said curve having an arc length of 34.84 feet, a radius of 38.00 feet, a delta angle of 52°31'52", a chord bearing South 81°22'58" West, and a chord distance of 33.63 feet to a 1/2" Rebar w/ Cap, stamped "J. Norwood" "RLS 1857"; set along the Northerly right-of-way line of Clarksville Pike, a One-Hundred and Twenty Four feet (124') wide public right-of-way;

Thence, along the arc of a curve to the right, said curve having an arc length of 43.83 feet, a radius of 138.00 feet, a delta angle of 18°11'45", a chord bearing North 62°44'35" West, and a chord distance of 43.65 feet to a 5/8" Iron Rod found on the northeasterly right-of-way line of Clarksville Pike;

Thence, running North 53°38'40" West a distance of 122.01 feet to a Cut "x" in wall set;

Thence, turning and running North 36°33'24" East a distance of 156.78 feet to a Mag Nail found on the Southerly right-of-way of an Alley;

Thence, turning and running South 54°41'14" East a distance of 102.86 feet to a 5/8" Iron Rod found;

Thence, turning and running North 36°07'01" East a distance of 19.08 feet to a 5/8" Iron Rod found;

Thence, turning and running South 53°42'05" East a distance of 94.14 feet along the southerly property line of property now and formerly conveyed to DWAYNE L. BELL and wife BEVERLY BELL per Book 10401 Page 48 to the POINT OF BEGINNING and containing 0,735 acres (32,012 square feet) of land, more or less.

Being the same property conveyed to MACS Retail, LLC, a Virginia Limited Liability Company by Quit Claim Deed dated 09/26/2014 from Southside Oil, LLC, a Virginia Limited Liability Company of record in Instrument 201410030091576, Register's Office for Davidson County, Tennessee.

True Copy Certification

I, Julie Read, do hereby make oath that I am 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.

Julie Read

State of TENNESSEE
County of RUTHERFORD

Personally appeared before me, Sandra S. Jackson, a notary public for this county and state, Julie Read, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary

My Commission Expires: 08/17/2019

SANDRA S. JACKSON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY