This instrument was prepared by:
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Dickinson Wright PLLC
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Nashville, Tennessee 37219

Bill Garrett Davidson County
Batch# 126720 DEEDWARRSP
08/09/2018 08:50:30 AM 9 pgs
Fees: $48.00 Taxes: $6,512.00
20180809-0078308

SPECIAL WARRANTY DEED

FROM: Sunoco Retail LLC successor by merger with MACS Retail LLC, Grantor

TO: Lighthouse Gallatin Partners, LLC, Grantee

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Number:
Lighthouse Gallatin Partners, LLC c/o The Lighthouse Group, LLC 15332 Antioch Street, Suite 540 Pacific Palisades, CA 90272 Attn: Gary Leshgold	Same	07210015500

STATE OF Tennessee)
)
COUNTY OF Davidson)

The actual consideration for this transfer is ONE MILLION SEVEN HUNDRED SIXTY THOUSAND AND 00/100THS DOLLARS ($1,760,000.00).

Laci Tamer
Affiant

SUBSCRIBED AND SWORN TO before me, this the 8th day of August, 2018.

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

Jodean M. King
Notary Public
My Commission Expires: 6/21/2021

FOR AND IN CONSIDERATION OF the sum of ONE MILLION SEVEN HUNDRED SIXTY THOUSAND AND 00/100THS DOLLARS ($1,760,000.00), the receipt and sufficiency of which are hereby acknowledged, **Sunoco Retail LLC,** a Pennsylvania limited liability

company, (successor by merger with MACS Retail LLC, a Virginia limited liability company) ("Grantor"), has bargained and sold, and by these presents does transfer and convey unto **Lighthouse Gallatin Partners, LLC**, a Delaware 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, together with all improvements, buildings and structures located thereon (the "Property").

The Property is improved property commonly known as 2814 Gallatin Pike, Nashville, Tennessee.

This conveyance is expressly made subject to those matters more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

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

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.

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 (other than claims arising from the matters set forth on Exhibit B), but not further or otherwise.

1. Restrictions. This conveyance is further subject to the following restrictions, which shall be binding upon Grantee and its successors and assigns, and shall inure to the benefit of Grantor and its successors and assigns, and shall be covenants running with the land:

> The Property shall not be used for or in connection with the operation of a convenience store, grocery store, or for the sale of motor vehicle fuels or petroleum products for a period of twenty (20) years after the date hereof; provided however, that grocery items and tobacco products may be sold on the Property so long as each represents no more than ten percent (10%) of annual gross sales of all retail leases on the Property.

If Grantee, or its successors or assigns, or any tenant or other occupant of the Property, at any time uses any or all of the Property for the sale of grocery items or tobacco products of any kind, such person(s) shall provide written reports of its gross sales of such products to Grantor, its successors and assigns, commencing within one (1) month of the commencement of any such sales and thereafter on a monthly basis, and shall certify to Grantor, its successors and assigns, as to the percentage of annual gross sales for such products.

2. Covenants Running with the Land. The conditions, covenants and other provisions set forth in this Deed shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON FOLLOWING PAGE]

Witness my hand this 8th day of August, 2018.

GRANTOR:

SUNOCO RETAIL LLC, a Pennsylvania limited liability company (successor by merger with Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company, the successor by merger with MACS RETAIL LLC, A Virginia limited liability company)

By: _____
Print Name: David Rouse
Title: Senior Manager - Real Estate

STATE OF TEXAS)
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public of said County and State, personally appeared David Rouse, 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 Senior Manager - Real Estate of Sunoco Retail LLC, a Pennsylvania limited liability company the within named bargainor, and that as such Senior Manager - Real Estate executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by himself as such Senior Manager - Real Estate

Witness my hand and official seal at office, this 7th day of August, 2018.

_____
Notary Public

TERRECELYN Y. HUTSON
Notary Public, State of Texas
Comm. Expires 06-27-2021
Notary ID 131186722

My Commission Expires: 06.27.2021

[Grantee's Signature Follows]

GRANTEE:

LIGHTHOUSE GALLATIN PARTNERS, LLC,
a Delaware limited liability company

By: The Lighthouse Group, LLC,
a California limited liability company
its Manager

By: _____
Name: Gary M. Leshgold
Title: President

[ACKNOWLEDGMENT ON THE FOLLOWING PAGE]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New York }
}
County of Otsego }

On 8/7/18, before me, Mary Lou Haig, Notary Public, personally appeared Gary Matthew Leshg'le, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Lou Haig (Seal)

MARY LOU HAIG
Notary Public, State of New York
Qualified Schoharie County
Comm. Expires Mar 30 20 19

EXHIBIT "A"
THE PROPERTY

Tract I:

Land in Davidson County, Tennessee, being more particularly described as follows:

Beginning in the easterly margin of Gallatin Road 349 feet, more or less, south of the southerly margin of Litton Avenue, and running thence South 73° east 350 feet to an iron pin; thence North 19° 30' West 101.3 feet to an iron pin; thence westerly 350 feet, more or less, to the easterly margin of Gallatin Road; thence with same south 21° 30' West 95 feet, more or less, to the beginning.

Tract II:

Land in the 11th, formerly the 18th Civil District of Davidson County, Tennessee, described according to a survey made by Pete Meyer, Surveyor February 22, 1946, as follows:

Beginning at a point in the easterly margin of Gallatin Road, 434 feet south of the southerly margin of Litton Avenue, thence South 73° East 350 feet to a point; thence southwesterly 140.1 feet to a point; thence North 68° 30' West 350 feet to the easterly margin of the Gallatin Road, thence with the margin of the same, northeasterly 104.7 feet to the point of beginning.

Being the same property conveyed to MACS Retail LLC, a Virginia limited liability company by deed from J A S Group, Inc., a Tennessee corporation, of record in Instrument No. 201602050011507 and Instrument No. 201602050011508, Register of Deeds Office for Davidson County, Tennessee. MACS Retail LLC merged with and into Mid-Atlantic Convenience Stores, LLC, a Delaware limited liability company on July 1, 2018 (see acknowledgement of Merger recorded as Instrument No. 20180726-0073041, in the aforesaid office) and Mid-Atlantic Convenience Stores, LLC, subsequently merged with and into Sunoco Retail LLC, a Pennsylvania limited liability company, on July 1, 2018 (see acknowledgement of Merger recorded as Instrument No. 20180726-0073042, in the aforesaid office).

EXHIBIT B
PERMITTED EXCEPTIONS

1. Real and personal property taxes for 2018 and subsequent years, a lien not yet due and payable.

2. That portion of the land embraced within the bounds of any public road or thoroughfare.

3. Matters set forth on that certain ALTA/ACSM Survey dated May 31, 2018, Job No. 18028, prepared by Phillip Holmes, Volunteer Land Surveying Services.

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

My Commission Expires: 6/21/2021

Notary Seal:

