This instrument prepared by and after recording return to:

Thompson Burton PLLC
One Franklin Park
6100 Tower Circle, Suite 200
Franklin, Tennessee 37067
Attn: Walt Burton, Esq.

Karen Johnson Davidson County
Batch# 584981 DEEDWARRSP
03/04/2021 03:32:43 PM 9 pgs
Fees: $48.00 Taxes: $10,175.00
20210304-0028732

SPECIAL WARRANTY DEED

Address New Owner(s) as follows:	Send Tax Bills To:	Tax Map/Parcel IDs:
SE Nashville Burkitt, LLC 9010 Overlook Blvd. Brentwood, Tennessee 37027	New Owner	Tract 1 186-00-0-013.00 Tract 2 186-00-0-011.00 Tract 3 186-00-0-012.00 Tract 4 186-00-0-013.01

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00), cash in hand paid by the Grantee and other good and valuable consideration accepted as cash, the receipt and sufficiency of which are hereby acknowledged, **SUNOCO RETAIL LLC**, a Pennsylvania limited liability company, successor-by-merger to MACS RETAIL, LLC, a Virginia limited liability company (hereinafter collectively referred to as "Grantor"), herein this day has bargained and sold, and does hereby transfer and convey, unto **SE NASHVILLE BURKITT, LLC**, a Tennessee limited liability company (hereinafter referred to as "Grantee"; the terms "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits), the following described real property, to wit:

> ALL THAT TRACT OR PARCEL of unimproved land lying and being in Davidson County, Tennessee, being more particularly described on **Exhibit A** attached hereto (the "Land"); TOGETHER WITH any and all improvements, buildings and structures located thereon (the Land and the foregoing improvements, buildings and structures being hereinafter collectively referred to as the "Property").

The Property is unimproved property known as 7325 Old Burkitt Road; 7203 Old Burkett Road; 6960; Nolensville Pike; 6968 Nolensville Pike, Nashville, Tennessee 37013.

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

Grantor covenants that it is lawfully seized and possessed of said Property in FEE SIMPLE, has a good right to convey it, and that the same is unencumbered, except for those matters shown on **Exhibit B** attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said Property to said Grantee, its successors and assigns, against all persons claiming under Grantor, but no further or otherwise and subject, however, to the Permitted Exceptions.

1. Acceptance of Property.

(a) GRANTOR HEREBY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING: (A) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY CONDITION ARISING IN CONNECTION WITH THE GENERATION, USE, TRANSPORTATION, STORAGE, RELEASE, OR DISPOSAL OF PETROLEUM PRODUCTS, TOXIC OR HAZARDOUS SUBSTANCES, ON AND UNDER, ABOVE, UPON, OR IN THE VICINITY OF THE PROPERTY, AND ITS IMPACT ON WATER, SOIL AND GEOLOGY; (B) THE SUITABILITY OF THE PROPERTY AND ITS WATER, SOIL AND GEOLOGY FOR ANY ACTIVITIES AND USE THAT THE GRANTEE MAY ELECT TO CONDUCT; (C) THE EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, EASEMENT, LICENSE, RESERVATION, OR CONDITION IN CONNECTION WITH THE PROPERTY; (D) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE LAWS, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, INCLUDING WITHOUT LIMITATION, COMPLIANCE WITH ANY LAND USE, AMERICANS WITH DISABILITIES ACT, WETLAND, OR ZONING LAW OR REGULATION, OR APPLICABLE ENVIRONMENTAL OR COASTAL LAWS, RULES, ORDINANCES, AND REGULATIONS; (E) THE BOUNDARIES OF THE PROPERTY; AND (F) THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE STRUCTURAL, MECHANICAL AND ENGINEERING CHARACTERISTICS OF THE IMPROVEMENTS TO THE PROPERTY.

(b) EXCEPT AS STATED ABOVE AND AS SET FORTH IN THIS AGREEMENT, THE SALE OF THE PROPERTY IS ON AN "AS IS, WHERE IS, WITH ALL FAULTS," BASIS, AND GRANTEE EXPRESSLY AGREES THAT THE GRANTOR ITS EMPLOYEES, AGENTS, PARENT, SUBSIDIARIES OR AFFILIATES, MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. GRANTEE HEREBY PURCHASES THE PROPERTY BASED ON ITS OWN INVESTIGATIONS, AND, BY ACCEPTING TITLE TO ALL OR PART OF THE PROPERTY, ACKNOWLEDGES THAT IT HAS CONDUCTED SUCH INVESTIGATION AS IT HAS DEEMED NECESSARY OR ADVISABLE AND THAT GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS OF GRANTOR OR ITS AGENTS WHATSOEVER.

2. Indemnification. Grantee, by and for itself and for its successors and assigns, covenants and agrees to fully defend, protect, indemnify and hold harmless Grantor, its employees, agents, parent, subsidiaries, affiliates, successors and assigns, from and against each and every claim, demand or cause of action and any liability, cost, expense (including, but not limited to, reasonable attorney's fees and expense incurred in defense of Grantor), damage or loss in connection therewith which may be made or asserted by anyone on account of personal injury or death or property damage caused by, arising out of, or in any way incidental to, or in result from Grantee's willful misconduct or negligence. Grantee also agrees to make this indemnity for all costs, expenses (including, but not limited to, reasonable attorney's fees and

expenses incurred in defense of Grantor), and damages resulting from Grantee's dispensing, storage and use, or selling of motor fuel without regard to Grantee's, Grantee's tenant(s), employees, agents or servants' negligence, unless prohibited by applicable State law. THE INDEMNIFICATION PROVISIONS IN THIS SECTION SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED UPON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LEGAL REQUIREMENTS (INCLUDING ANY PAST, PRESENT OR FUTURE BULK SALES LAW, ENVIRONMENTAL LAW, FRAUDULENT TRANSFER ACT, OCCUPATIONAL SAFETY AND HEALTH LAW OR PRODUCTS LIABILITY, SECURITIES OR OTHER LEGAL REQUIREMENT) AND REGARDLESS OF WHETHER ANY PERSON (INCLUDING THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT) ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON SEEKING INDEMNIFICATION OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED UPON THE PERSON SEEKING INDEMNIFICATION. This indemnity shall run not only with regard to the Property but also to all adjoining real property owned or acquired by Grantee.. **Notwithstanding anything contained in this Section to the contrary, Grantee shall not indemnify or hold Grantor harmless from any acts, omissions, (including, but not limited to, reasonable attorney's fees and expense incurred in defense of Grantor), damage or loss in connection therewith which may be made or asserted by anyone on account of personal injury or death or property damage caused by, arising out of, or in any way incidental to, or in result from actions or omissions occurring prior to the date hereof unless caused or permitted by Grantor.**

3. 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.

[*Signatures Commence on Following Page*]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this 26 day of February, 2021, but is effective as of the 4 day of March, 2021.

GRANTOR:

SUNOCO RETAIL LLC,
a Pennsylvania limited liability company,
successor-by-merger to MACS RETAIL, LLC,
a Virginia limited liability company

By: _____
Name: Vincent Record
Title: Senior Manager

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This Special Warranty Deed was acknowledged before me on this 26th day of February, 2021, by Vincent Record (or other officer authorized to execute the instrument) of SUNOCO RETAIL LLC, a Pennsylvania limited liability company, successor-by-merger to MACS RETAIL, LLC, a Virginia limited liability company, the within named bargainor, on behalf of the limited liability company.



_____
Notary Public in and for the
State of Texas

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

I hereby swear and affirm that the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $2,750,000.00, which is equal to or greater than the amount the property transferred would command at a fair and voluntary sale.

Affiant

Sworn to and subscribed before me this 4th day of March, 2021.

Notary Public
My Commission Expires: 6/21/2021

JODEAN M. KING
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT 1:

BEING A CERTAIN PARCEL OF LAND LOCATED IN THE 31ST COUNCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SITUATED IN THE NORTHERLY MARGIN OF NOLENSVILLE PIKE, SAID IRON ROD ALSO BEING SITUATED 43 FEET ALONG SAID MARGIN OF NOLENSVILLE PIKE FROM THE WESTERLY MARGIN OF BURKITT ROAD, SAID IRON ROD ALSO BEING THE SOUTHWEST CORNER OF THE MIMOSA PROPERTIES, LLC, PROPERTY RECORDED AS INSTRUMENT NO. 20041026-0128747 IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE ("RODC"); THENCE, LEAVING THE MIMOSA PROPERTIES, LLC, PROPERTY AND ALONG THE SAID MARGIN OF NOLENSVILLE PIKE N 36° 33' 04" WEST 304.97 FEET TO AN OLD IRON ROD, SAID ROD BEING THE SOUTHEAST CORNER OF THE LOUIS W. ATWOOD PROPERTY AS RECORDED IN BOOK 8456, PAGE 341, RODC; THENCE, LEAVING THE SAID MARGIN OF NOLENSVILLE PIKE AND ALONG THE EASTERLY BOUNDARY LINE OF ATWOOD N 81° 01' 18" EAST 473.13 FEET TO AN OLD IRON ROD SITUATED IN THE SOUTHERLY MARGIN OF OLD BURKITT ROAD; THENCE, LEAVING THE SAID ATWOOD BOUNDARY LINE AND ALONG THE SAID MARGIN OF OLD BURKITT ROAD S 39° 16' 11" EAST 173.20 FEET TO AN IRON ROD, SAID IRON ROD BEING THE NORTHWEST CORNER OF THE AFORESAID MIMOSA PROPERTIES, LLC, PROPERTY; THENCE, LEAVING THE SAID MARGIN OF OLD BURKITT ROAD AND ALONG THE WESTERLY BOUNDARY LINE OF THE MIMOSA PROPERTIES, LLC, PROPERTY AND GENERALLY WITH AN OLD FENCE LINE S 64° 57' 15" WEST 436.38 FEET TO THE POINT OF BEGINNING, CONTAINING 2.31 ACRES (100,583 SQUARE FEET) ACCORDING TO A SURVEY ENTITLED "BOUNDARY SURVEY, ROY ESTES PERRY PROPERTY" DATED JULY 21, 2006, REVISED JULY 24, 2006, PREPARED BY C. MICHAEL MORAN, RLS (TN NO. 970).

TRACT 2:

BEING A TRACT OF LAND IN THE 5TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, FORMERLY, THE 17TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, IT BEING THE N.W. CORNER OF SAID TRACT OF LAND, AND THE INTERSECTION OF NOLENSVILLE TURNPIKE, WITH HILL ROAD; THENCE, SOUTH 87 ¼ DEG. EAST 590 FEET WITH THE SOUTHERLY MARGIN OF HILL ROAD TO A POINT IN THE BEND OF SAID ROAD; THENCE, SOUTH 7 ½ DEG. WEST, 81 FEET TO A POINT 3 FEET SOUTH OF A WILD CHERRY TREE; THENCE, SOUTH 88 ¾ DEG. WEST WITH THE NORTH MARGIN OF OLD TOLL GATE LOT NO. 3, 477 FEET TO A POST IN THE EAST MARGIN OF NOLENSVILLE TURNPIKE; THENCE, WITH THE EASTERLY MARGIN OF SAID TURNPIKE, NORTH 40 DEG. WEST 158 FEET TO THE POINT OF BEGINNING, CONTAINING 1.22 ACRES, MORE OR LESS, ACCORDING TO SURVEY MADE BY ERIC DRAKE, COUNTY SURVEYOR OF DAVIDSON COUNTY, TENNESSEE, AUGUST 23, 1921.

[description continues on following page]

TRACT 3:

BEING A LOT OR PARCEL OF LAND LOCATED AND SITUATED IN THE FIFTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF WILLIAM FLY LAND, ON THE EAST SIDE OF STATE HIGHWAY NO. 11 AND RUNNING IN A SOUTHERLY DIRECTION ALONG THE EAST SIDE OF STATE HIGHWAY NO. 11 FOR A DISTANCE OF 93 FEET TO A STAKE; THENCE, IN AN EASTERLY DIRECTION ABOUT 496 FEET TO THE CENTER OF OLD HILL ROAD; THENCE, ALONG OLD HILL ROAD TO WILLIAM FLY'S NORTHEAST CORNER; THENCE, ALONG WILLIAM FLY'S EAST BOUNDARY ABOUT 73 FEET TO FLY'S SOUTHEAST CORNER; THENCE, ALONG FLY'S SOUTH BOUNDARY LINE TO THE BEGINNING CONTAINING ABOUT 1 ACRE, MORE OR LESS.

THE FOREGOING TRACTS 2 AND 3 ARE FURTHER DESCRIBED IN ACCORDANCE WITH THE SURVEY OF C. MICHAEL MORAN, RLS, ENTITLED "BOUNDARY SURVEY OF THE LOUIS W. ATWOOD PROPERTY," DATED NOVEMBER 16, 2006, REVISED NOVEMBER 17, 2006, AS FOLLOWS:

BEING A CERTAIN PARCEL OF LAND LOCATED IN THE 31ST COUNCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD IRON ROD SITUATED AT THE INTERSECTION OF THE EASTERLY MARGIN OF NOLENSVILLE PIKE AND THE SOUTHERLY MARGIN OF OLD BURKITT ROAD; THENCE, LEAVING THE SAID MARGIN OF NOLENSVILLE PIKE AND ALONG THE SAID MARGIN OF OLD BURKITT ROAD, S 84 DEG. 44 MIN. 38 SEC. E, 475.41 FEET TO A POINT; THENCE, WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 191.89 FEET AND ARC LENGTH OF 156.510 (CHORD = S 60 DEG. 48 MIN. 18 SEC. E, 152.20 FEET) TO AN OLD IRON ROD; SAID ROD BEING THE NORTHEAST CORNER OF THE NOW OR FORMERLY ROY ESTES PERRY PROPERTY AS RECORDED IN BOOK 8095, PAGE 664, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE; THENCE, LEAVING THE SAID MARGIN OF OLD BURKITT ROAD AND ALONG THE NORTHERLY BOUNDARY LINE OF PERRY AND GENERALLY WITH AN OLD FENCE LINE S 81 DEG. 01 MIN. 18 SEC. W 473.13 FEET TO AN OLD IRON ROD SITUATED IN THE AFOREMENTIONED EASTERLY MARGIN OF NOLENSVILLE PIKE; SAID IRON ROD ALSO BEING THE NORTHWEST CORNER OF THE PERRY PROPERTY; THENCE, LEAVING THE SAID PERRY PROPERTY AND ALONG THE SAID MARGIN OF NOLENSVILLE PIKE, N 36 DEG. 23 MIN 18 SEC. W, 237.64 FEET TO THE POINT OF BEGINNING CONTAINING 1.48 ACRES (64,368 SQUARE FEET).

TRACT 4:

BEING A CERTAIN PARCEL OF LAND LOCATED IN THE 31ST COUNCILMANIC DISTRICT OF NASHVILLE, DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD IRON ROD SITUATED IN THE NORTHERLY MARGIN OF NOLENSVILLE PIKE, SAID IRON ROD ALSO BEING THE SOUTHEAST CORNER OF THE ROY ESTES PERRY PROPERTY AS RECORDEDIN BOOK 8095, PAGE 664, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE ("RODC"); THENCE, LEAVING THE SAID MARGIN OF NOLENSVILLE PIKE AND ALONG THE EASTERLY BOUNDARY LINE OF PERRY AND

GENERALLY WITH AN OLD FENCE LINE N 64 DEG. 57 MIN. 15 SEC. EAST 436.38 FEET TO AN OLD IRON ROD; SAID IRON ROD BEING SITUATED IN THE SOUTHERLY MARGIN OF OLD BURKITT ROAD; THENCE, LEAVING THE SAID BOUNDARY LINE OF PERRY AND ALONG THE SAID MARGIN OF OLD BURKITT ROAD S 39 DEG. 16 MIN. 11 SEC. EAST 266.94 FEET TO AN IRON ROD SITUATED IN THE NORTHERLY MARGIN OF BURKITT ROAD; THENCE, LEAVING THE SAID MARGIN OF OLD BURKITT ROAD AND ALONG THE SAID MARGIN OF BURKITT ROAD N 88 DEG. 17 MIN. 55 SEC. WEST 536.49 FEET TO AN IRON ROD; SAID IRON ROD BEING THE INTERSECTION OF THE SAID MARGIN OF BURKITT ROAD AND THE AFORESAID MARGIN OF NOLENSVILLE PIKE; THENCE, LEAVING THE SAID MARGIN OF BURKITT ROAD AND ALONG THE SAID MARGIN OF NOLENSVILLE PIKE N 36 DEG. 33 MIN. 04 SEC. WEST 47.12 FEET TO THE POINT OF BEGINNING, CONTAINING 1.53 ACRES (66,831 SQUARE FEET) ACCORDING TO A SURVEY ENTITLED "BOUNDARY SURVEY OF THE MIMOSA PROPERTIES, LLC PROPERTY" DATED SEPTEMBER 5, 2006, PREPARED BY C. MICHAEL MORAN, RLS (TN NO. 970).

BEING THE SAME PROPERTY CONVEYED TO MACS RETAIL, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, BY DEEDS FROM 6968 NOLENSVILLE ROAD, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, OF RECORD IN INSTRUMENT NO. 201605110046923 AND INSTRUMENT NO. 201605110046924, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE. THE SAID MACS RETAIL, LLC, VIRGINIA LIMITED LIABILITY COMPANY, HAVING SINCE MERGED INTO AND BECOME KNOWN AS MID-ATLANTIC CONVENIENCE STORES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS EVIDENCED BY CERTIFICATE OF MERGER IN INSTRUMENT NO. 201807260073041; AND SUBSEQUENTLY MERGED INTO AND BECOME KNOWN AS SUNOCO RETAIL LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, AS EVIDENCED BY CERTIFICATE OF MERGER IN INSTRUMENT NO. 201807260073042, SAID REGISTER'S OFFICE.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2021 and subsequent years, a lien not yet due and payable.

2. Agreement for Dedication of Easement of record in Instrument No. 200610120126920, in the Register's Office of Davidson County, Tennessee. (TRACT 4)

3. Grant of Easement of record in Instrument No. 201209070081054, in the Register's Office of Davidson County, Tennessee. (TRACT 2)

4. Agreement for Dedication of Easement(s) of record in Instrument No. 200509090108862, in the Register's Office of Davidson County, Tennessee. (TRACT 4)

5. Sewer Easement Agreements of record in Book 6744, page 273, Register of Deeds Office for Williamson County, Tennessee, and in Instrument No. 201605110046925, Register of Deeds Office for Davidson County, Tennessee, encumbered by Deed of Trust, Absolute Assignment of Leases and Rents and Security Agreement (Including Fixture Filing) of record in Book 6535, page 156, as subordinated pursuant to Lender's Consent and Subordination in Book 6744, page 273, Register of Deeds office for Williamson County, Tennessee, and Instrument No. 20160511-00464925, Register of Deeds Office for Davidson County, Tennessee (As to the Appurtenant Easement as described in that certain Quit Claim Deed of even date herewith between Grantor and Grantee to be recorded in the Register of Deeds Office for Davidson County, Tennessee following the recording of this Special Warranty Deed).

6. Right of Access Agreement of even date herewith between Grantor and Grantee recorded in the Register of Deeds Office for Davidson County, Tennessee following the recording of this Special Warranty Deed.

7. Any facts, rights, interests or claims that may exist or arise by reason of the following matters shown on ALTA/NSPS Land Title Survey of 7203 & 7235 Old Burkitt Road and 6960 & 6968 Nolensville Pike by Christopher Lyle Goetz, TN No. 2660, Gresham Smith, Project No. 44520, last revise January 21, 2021:
   - TDOT proposed right of way runs through a portion of the Land; and
   - A portion of the Land lies within the bounds of Burkitt Road.

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

4845-5679-1261 v6 [59643-25]