This Instrument prepared by:
Honigman LLP
Attn: Jeffrey S. Horowitz, Esq.
39400 Woodward Avenue, Suite 101
Bloomfield Hills, MI 48304

Karen Johnson Davidson County
Batch# 726331 DEEDWARRSP
09/29/2021 11:38:30 AM 7 pgs
Fees: $38.00 Taxes: $8,040.40
20210929-0130981

SPECIAL WARRANTY DEED

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

THIS INDENTURE, made and entered into this **20th** day of **September, 2021**, between **MAT REAL ESTATE LLC,** a Kentucky limited liability company, having an address of 301 East Market Street, Suite 301, Louisville, Kentucky 40202, party of the first part, and **AGREE CONVENIENCE NO. 1, LLC**, a Delaware limited liability company, having an address at 70 E. Long Lake Road, Bloomfield Hills, Michigan 48304, party of the second part,

WITNESSETH: That for and in consideration of the sum of TWO MILLION ONE HUNDRED SEVENTY-THREE THOUSAND EIGHTY AND 00/100 ($2,173,080.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the real estate situated and being in the City of Hermitage, County of Davidson, State of Tennessee, together with the buildings, fixtures and improvements thereon, legally described on **Exhibit A** attached hereto, together with all the appurtenances and hereditaments thereto (the "**Premises**"), subject only to those matters set forth on **Exhibit B** attached hereto and made a part hereof (the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD, all and singular, the Premises to the party of the second part, their successors and assigns to their own use forever.

The said party of the first part does hereby covenant with the party of the second part that it is the lawful owner in fee of the Premises, and that it has good right to sell and convey the same; and that the party of the first part will warrant and defend the same against all claims and demands of the party of the first part, but against none other, subject to the matters above set forth.

Whenever the word "party" is used herein, it shall mean "parties" if there is more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officer as of this **20th** day of **September, 2021**.

MAT REAL ESTATE LLC, a Kentucky limited liability company

By: _____
Matthew A. Thornton, Manager

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, an officer duly authorized to take acknowledgments, personally appeared Matthew A. Thornton, known to me to be the person described herein and who, as Manager of MAT Real Estate LLC, executed the foregoing instrument on behalf of MAT Real Estate LLC; and has acknowledged before me that this act was done by authority of MAT Real Estate LLC for the uses and purposes set forth in the instrument; and that the foregoing instrument is the free act and deed of MAT Real Estate LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 17th day of September, 2021.

Lauren Leonhardt
Notary Public
Notary Identification Number: KYNP41187

Commission Expires: March 5, 2024

****

(FOR RECORDING DATA ONLY)

Property Address:
4145 Lebanon Pike
Municipal Jurisdiction: Hermitage

New Property Owner:

AGREE CONVENIENCE NO. 1, LLC,
a Delaware limited liability company
70 E. Long Lake Road, Bloomfield Hills, Michigan 48304

Ward, Block & Parcel Number:
Parcel IDs: 075-10-0-056.00
075-10-0-213.00

Mail tax bills to: (Person or Agency responsible for payment of taxes)

AGREE CONVENIENCE NO. 1, LLC
70 E. Long Lake Road, Bloomfield Hills, Michigan 48304

This instrument prepared by:

Honigman LLP
Attn: Jeffrey S. Horowitz, Esq.
39400 Woodward Avenue, Suite 101
Bloomfield Hills, MI 48304

Return to:

Honigman LLP
Attn: Jeffrey S. Horowitz, Esq.
39400 Woodward Avenue, Suite 101
Bloomfield Hills, MI 48304

State of Arizona
County of Maricopa

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $2,173,080.00.

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation

Brandon Shepherd

Sworn to and subscribed to before me this 20th day of September, 2021.

Carrie Peterson
Notary Public

My commission expires:
11/09/22

CARRIE PETERSON
Notary Public - Arizona
Maricopa Co. / #554606
Expires 11/09/2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Located in the City of Hermitage, Davidson County, Tennessee:

TRACT 1

BEING Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Union Planters Bank Hermitage of record in Instrument Number 20001115-0113385, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

BEING the same property conveyed to MAT REAL ESTATE, LLC a Kentucky limited liability company by Limited Warranty deed of record in Instrument No. 20080229-0020184 Register's Office for Davidson County, Tennessee.

TRACT 2

BEING Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of First Revision to Wal-Mart Center, a Planned Unit Development of record in Plat Book 6900, Page 3, and revised in Plat Book 6900, Page 237, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

BEING the same property conveyed to MAT REAL ESTATE, LLC, a Kentucky limited liability company by Special Warranty deed of record in Instrument No. 20080229-0020185 Register's Office for Davidson County, Tennessee.

Parcel Nos.: 075-10-0-056.00
075-10-0-213.00

Commonly Known As: 4145 Lebanon Pike, Hermitage, Tennessee 37076

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Real estate taxes for the year 2021, a lien not yet due and payable.

2. Subject to all matters shown on the Plan of record in Plat Book 6900, Page 3 and revised in Plat Book 6900, Page 237, Register's Office for Davidson County, Tennessee.

3. Right-of-Way Deed for Highway Purposes of record in Book 5003. Page 299, in the Register's Office for Davidson County, Tennessee.

4. Easement of record in Book 6389, Page 299, in the Register's Office for Davidson County, Tennessee.

5. Agreement for Dedication of Easement for Sanitary Sewers of record in Book 7376, Page 476, in the Register's Office for Davidson County, Tennessee.

6. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions of record in Book 7374, Page 500, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons. Notwithstanding foregoing to the contrary, the Use Restriction set forth therein has terminated and is no longer of any force or effect.

7. Subject to all matters shown on the Plan of record as Instrument Number 2001115-0113385, in the Register's Office for Davidson County, Tennessee.

8. Stormwater Detention Agreement of record in Instrument Number 20001215-0123296, in the Register's Office for Davidson County, Tennessee.

9. Restrictive Covenants in Special Warranty Deed of record in Instrument Number 20080229-0020185, in the Register's Office for Davidson County, Tennessee.

10. Memorandum of Ground Lease dated February 21, 2008, recorded February 29, 2008 as Instrument Number 20080229-0020186, in the Register's Office for Davidson County, Tennessee. Lessee's interest therein is as a lessee only, with no currently exercisable option, right of first refusal, right of first offer or other preferential right to purchase all or any portion of the Premises.

11. Encroachment to Easement of record in Instrument Number 20080324-0029104, in the Register's Office for Davidson County, Tennessee.

12. Agreement for Dedication of Easement of record in Instrument Number 20080401-0032351, in the Register's Office for Davidson County, Tennessee.

13. Matters that would be shown on an accurate ALTA/NSPS Land Title Survey of the Premises.

Tennessee Certification of Electronic Document

I, Will Rogers, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on September 20, 2021 (date of document).

Affiant Signature
September 20, 2021

Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 20th day of September, 2021.

Notary's Signature

MY COMMISSION EXPIRES: 2-24-2025

NOTARY'S SEAL

BRINA MATHIS
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY