This Instrument prepared by:
Honigman LLP
Attn: Elias de Wit, 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: $7,758.09
20210929-0130982

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 NINETY-SIX THOUSAND SEVEN HUNDRED EIGHTY AND 00/100 ($2,096,780.00) 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 Antioch, 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: KYNP4187

Commission Expires: March 5, 2024

****

(FOR RECORDING DATA ONLY)

Property Address:
1400 Eagle View Boulevard
Municipal Jurisdiction: Antioch

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 ID: 163-00-0-411.00

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: Elias de Wit, Esq.
39400 Woodward Avenue, Suite 101
Bloomfield Hills, MI 48304

Return to:

Honigman LLP
Attn: Elias de Wit, 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 $2,096,780.00.

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation

Brandi Sanford

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 Antioch, Davidson County, Tennessee:

BEING Lot 1, The Shoppes at Ridgeview Planned Unit Development as shown on plat of record at Instrument Number 20081222-0121715 in the Register's Office of Davidson County, Tennessee more particularly described as follows:

Commencing at an iron rod situated in the southeasterly margin of Bell Road, said point also being the northeasterly corner of the Lakeshore Christian Church property of record in Instrument No. 20070817-0098553, R.O.D.C., TN.;

Thence, along said road, along a curve to the left, having a central angle of 03 deg 52 min 06 sec, a radius of 1712.14 feet, a tangent of 57.82 feet, a length of 115.60 feet, and having a chord which bears N 43 deg 14 min 33 sec E, a distance of 115.57 feet to the point of beginning of the herein described tract of land;

Thence, along said road, along a curve to the left, having a central angle of 02 deg 01 min 07 sec, a radius of 1712.14 feet, tangent of 30.16 feet, a length of 60.32 feet, and having a chord which bears N 40 deg 17 min 56 sec E, a distance of 60.32 feet to an iron rod;

Thence, along said road, N 39 deg 22 min 14 sec E, a distance of 102.98 feet to an iron rod;

Thence, along said road, along a curve to the right, having a central angle of 78 deg 02 min 07 sec, a radius of 25.00 feet, a tangent of 20.26 feet, a length of 34.05 feet, and having a chord which bears N 78 deg 23 min 17 sec E, a distance of 31.48 feet to an iron rod situated in the southerly margin of Eagle View Boulevard;

Thence, along said road, along a curve to the left, having a central angle of 20 deg 17 min 09 sec, a radius of 310.00 feet, a tangent of 55.46 feet, a length of 109.76 feet, and having a chord which bears S 72 deg 44 min 14 sec E, a distance of 109.18 feet to an iron rod;

Thence, along said road, S 82 deg 52 min 48 sec E, a distance of 74.68 feet to an iron rod;

Thence, leaving said road, S 07 deg 07 min 12 sec W, a distance of 36.34 feet to an iron rod;

Thence, along a curve to the right, having a central angle of 34 deg 18 min 14 sec, a radius of 204.00 feet, a tangent of 62.96 feet, a length of 122.14 feet, and having a chord which bears S 24 deg 16 min 19 sec W, a distance of 120.32 feet to an iron rod;

Thence, S 41 deg 25 min 26 sec W, a distance of 132.33 feet to an iron rod;

Thence, N 48 deg 02 min 23 sec W, a distance of 231.34 feet to the point of beginning and containing 52,272.231 square feet or 1.200 acres of land.
BEING the same property conveyed to MAT Real Estate, LLC, a Kentucky limited liability company by Warranty Deed of record in Instrument No. 20081229-0122756 Register's Office for Davidson County, Tennessee.

Parcel No.: 163-00-0-411.00

Commonly Known As: 1400 Eagle View Boulevard, Antioch, Tennessee 37013

EXHIBIT B

PERMITTED ENCUMBRANCES

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

2. Terms, provisions and conditions contained in that certain Ground Lease Agreement dated as of December 23, 2008 with Thorntons LLC, a Delaware limited liability company, as lessee, as amended, and all rights thereunder and all acts done or suffered thereunder by said lessee or parties claiming by, through or under said lessee. Notwithstanding the foregoing, 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 of any portion of the Land.

3. Subject to all matters shown on the Plan of record as Instrument Number 20081222-0121715 and 20080312-0025065.

4. Easement Agreement of record in Book 8526, Page 362, in the Register's Office for Davidson County, Tennessee.

5. Easement Agreement of record in Instrument No. 20081203-0117279, in the Register's Officer for Davidson County, Tennessee.

6. Stormwater Detention Agreement of record in Instrument Number 20060809-0097641, in the Register's Office for Davidson County, Tennessee.

7. Easements described in Deed to the State of Tennessee of record in Book 10202, Page 863, in the Register's Office for Davidson County, Tennessee.

8. Application for Greenbelt of record in Book 10715, Page 499, in the Register's Office for Davidson County, Tennessee.

9. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument Number 20081120-0114320, in the Register's Office for Davidson County, Tennessee.

10. Inspection and Maintenance Agreement for Private Stormwater Management Facilities of record in Instrument Number 20081120-0114360, in the Register's Office for Davidson County, Tennessee.

11. 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