This Instrument Prepared By:
Brokers Escrow Services, Inc.
200 Nashboro Blvd., PO Box 17116
Nashville, Tennessee 37217

Recording Info:

Karen Johnson Davidson County
Batch# 908699 DEEDWARRSP
08/26/2022 12:35:30 PM 4 pgs
Fees: $23.00 Taxes: $25,900.00
20220826-0096627

SEND TAX BILL TO NEW OWNER:
Triune Residuals Management LLC
5800 One Perkins Place Dr., Ste 6A
Baton Rouge, LA 70808

MAP: 085 00 0 203.00 &
085 00 0 219.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, **Binkley Family Investments, L.P., a Tennessee limited partnership** hereinafter called the GRANTOR, has bargained and sold, and by these presents, does hereby transfer and convey unto **Triune Residuals Management LLC, a Tennessee limited liability company** hereinafter called the GRANTEE, its successors and assigns, that certain tract or parcel of land located in Davidson County, State of Tennessee, described on Exhibit A attached hereto.

This property is commonly known as 3516 Central Pike, and 0 Central Pike, Hermitage, Tennessee 37076.

Taxes for the current year have been settled between the parties. This conveyance is also made subject to the following matters:

Permit to Southern Bell Telephone and Telegraph Company to cut, top and trim all trees and undergrowth so as to clear at least 23 feet of the wires on or adjacent to property.

A perpetual flowage easement granted to the United States of America as set forth in Judgment of the United States District Court, Middle Tennessee District, which appears of record in Book 2281, Page 117,in said Register's Office, in connection with Cheatham Lock and Dam project.

Title to that portion of the land lying below the ordinary low water mark of Stone River.

Easement for the flow of the waters of Stone River, and the rights of the public therein.

Rights of upper and lower riparian owners to the flow of the waters of the Stone River, free from diminution or pollution.

Changes in the boundary of the land resulting from erosion or accretion caused by the flow of Stone River.

Easement for the flow of the waters of Stoner Creek, and the rights of the public therein

Title to that portion of the premises embraced within the bounds of any Indian graves

Title to that portion of the premises embraced within the bounds of any graves or graveyards, with all rights of ingress and egress thereto.

Rights of the railroad company servicing the railroad siding located on the land in and to the ties, rails and other properties constituting said railroad siding, together with charter rights of the railroad company servicing the railroad if the subject property is found to be within 100 feet of the centerline of the railroad right of way, or in and to the use thereof and also the rights of others entitled in and to the use thereof.

GRANTOR makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property, or as to the ownership of the minerals located on, under or within the property. Grantor makes no representations or warranties, express or implied, with respect to the condition of the property conveyed hereby, including any improvements located thereon, including, without limitation, the habitability, condition or fitness thereof for any particular use or purpose. Grantee agrees that the property conveyed hereby, including any improvements located thereon, is conveyed by Grantor and accepted by Grantee in an "as is, where is" and "with all faults" condition.

THIS conveyance is made expressly subject to all covenants, conditions, restrictions, and reservations contained in former deeds and other instruments of record applicable to said

property, insofar as same are presently binding thereon, and to any easements apparent from an inspection of said property.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever; and,

GRANTOR does covenant with the said GRANTEE that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and warrants that the same is unencumbered unless otherwise herein set out.

GRANTOR does further covenant and bind himself, his heirs and assigns, to warrant and forever defend the title to the said land to the said GRANTEE, and its successors and assigns, against any person or entity taking by, thru, or under Grantor.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS its hand this the 25th day of August, 2022.

Binkley Family Investments, L.P., a Tennessee limited partnership

By: David J. Waynick, Esq., Co-Executor, General Partner

By: Odell Regg Binkley, Co-Executor, General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority of the State and County aforesaid, personally appeared **David J. Waynick,** Co-Executor and **Odell Regg Binkley**, Co-Executor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged themselves to be **General Partner** of **Binkley Family Investments, L.P., a Tennessee limited partnership**, the within named bargainor(s), and that they as such and authorized officers, with the authority so to do, executed the within Special Warranty Deed for the purposes therein contained.

WITNESS my hand and official seal at office this 25th day of August, 2022.

NOTARY PUBLIC
My Commission Expires:

CAITLIN MARIE SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES NOVEMBER 03, 2025

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual value or consideration, whichever is greater, for this transfer is $7,000,000.00.

AFFIANT

Subscribed and sworn to before me on this 25th day of August, 2022.

NOTARY PUBLIC
My Commission Expires:

CAITLIN MARIE SMITH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES NOVEMBER 03, 2025

Exhibit A

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and is described as follows:

Tract No. 1

Beginning at a point N 70°13'48" W, 25.73 feet from an iron pin located in the westerly margin of the L & N Railroad, which marks the northeasterly corner of Tract I;
Thence S 33°28'21" W, 948.69 feet;
Thence N 63°40'45" W, 184.94 feet;
Thence S87°55'46" W, 314.58 feet;
Thence N 03°24'28" W, 507.61 feet;
Thence N 16°14'11" W, 129.73 feet;
Thence N 68°04'06" E, 83.00 feet;
Thence S 82°10'54" E, 140.00 feet;
Thence S 49°03'44" E, 650.25 feet;
Thence N 33°28'21" E, 614.12 feet;
Thence S 70°13'46" E, 25.73 feet to the point of beginning, containing 7.67 acres, more or less.

Being a portion of property conveyed to Binkley Family Investments, L.P., by Quit Claim Deed from Odell Binkley, Jr., and wife, Mary Evelyn Binkley, of record in Instrument No. 20110512-0036579, in the Register's Office for Davidson County, Tennessee, dated April 11, 2011, and recorded on May 12, 2011.

Being the same property conveyed to Odell Binkley, Jr., and wife, Mary Evelyn Binkley, by Quit Claim Deed from MS-Cot, a Tennessee General Partnership, of record in Instrument No. 20000110-0003317, in the Register's Office for Davidson County, Tennessee, dated January 10, 2000, and recorded on January 10, 2000.

Being the same property conveyed to MS-Cot, a Tennessee general partnership, by Warranty Deed from STJ, L.P., of record in Book 8987, Page 1, in the Register's Office for Davidson County, Tennessee, dated June 16, 1993, and recorded on June 18, 1993.

Tract No. 2

Property No. 1

Beginning at an iron pin located in the westerly margin of the L&N Railroad South 72° 41'48' East, a distance of 225.57 feet from an iron pin marking the northeasterly corner of the Riverview Business Center, LLC, properly of record in Book 10814, Page 896, Register's Office of Davidson County, and being the point of beginning at the northeasterly corner or this described tract:

Thence South 33°28'21 "West, 954.79 feet;
Thence South 70°34'35" East, 86.74 feet;
Thence South 18°20'44" West, 98.74 feet:
Thence South 06°14'18" East, 131.02 feet:
Thence South 30°25'09" East, 88.95 feet;
Thence South 59° 16'48" East, 66.45 feet:
Thence South 67°33'15" East, 164.80 feet:
Thence South 22°25'07" West, 56.84 feet:
Thence North 67°39'09" West, 26.06 feet:
Thence South 22°04'08" West, 1108.00 feet;
Thence North 24°37'41" West, 263.56 feet:
Thence North 42° 45'48" West, 92.35 feet:
Thence North 54°03'14" West, 250.00 feet;
Thence North 04° 11'29" East, 325.03 feet:
Thence North 06°34'37" East, 192.50 feet;
Thence North 03°47'16" West, 411.64 feet:
Thence North 00°35'06" West. 200.00 feet;
Thence North 87°55'46" East, 314,58 feet;
Thence South 63°40'45" East, 184.94 feet;
Thence North 33°28'21" West, 948.69 feet;
Thence South 70°13'48" East, 25.73 feet to the point of beginning, containing 18.93 acres. more or less;

Continued

Property No. 2

Beginning at a point in the Northerly right-or-way line of the main line of Tennessee Central Railway Company (formerly Tennessee Central Railroad Company), said point being the Southeast corner of properly now or late of J.H. Hagar. of record in Book 489, Page 33, in the Register's Office for Davidson County, Tennessee; thence North 87° West, a distance of 1022 feet, more or less, to a point in the low water line or Stones River; thence Northwardly with the low water line of Stones River as follows:

North 45° East, a distance of 534 feet to a point: thence
North 53° East, a distance of 302 feet to a point; thence
North 57° East, a distance of 271 feet to a point; thence
North 64° East, a distance of 238 feet to a point; thence
North 75° East, a distance of 192 feet to a point; thence
North 48° East. a distance of 341 feet to a point; thence
North 42° East, a distance of 441 feet. to a point; thence
North 32° 45' East, a distance of 311 feet, more or less, to a point in the center line of Stoner Creek: thence Southeastwardly with the center line of said Stoner Creek, South 35° 40' East, a distance of 168 feet to a paint; thence with the center line of said Stoner Creek, South 40° 06' East a distance of 228 feet, more or less, to a point in the westerly right-of-way line of the Old Hickory Branch of said Tennessee Central Railway Company; thence along the westerly right-of-way line of said Old Hickory Branch, South 19° 01' West, a distance of 820 feet to a point: thence with the westerly right-of-way line of said Old Hickory Branch, South 36° West, a distance of 248 feet, more or less, to a point in the northerly light-of-way of the main line of said Tennessee Central Railway Company; thence along the northerly right-of-way line of said main line. South 610 West, a distance of 898.l feet, more or less, to the point at the place of beginning, containing forty and fifty-five hundreds (40.55) acres, more or less.

Property No. 3

Being a tract of land described according to a survey there of by Cummings and Associates, Surveyors. dated October 1, 1982, as follows:

Beginning at a point of the northeasterly bank of the Stones River, where said River intersects with the northwesterly boundary line of the right-of-way of the Louisville and Nashville Railroad (formerly the Tennessee Central Railroad) and thence down river with said bank North 52°37'26" West 194.04 feet; thence North 22°08'12" West 253.67 feet; thence North 00°35'04" East 196.97 feet; thence North 04°22'53" East 273.31 feet; thence North 13°59'40" East 349.81 feet; thence North 41°45'02" East 314.61 feet; thence leaving said bank of said river South 87°00'00" East 1098.38 feet to the northwesterly margin of the right-of-way of the Louisville and Nashville Railroad; thence with said right-of-way South 61°00'00" West 209.42 feet: thence with a slight curve in said right-of-way (radius 1.495.9638 feet) 777.693 feet: thence with said right-of-way South 31°12'51" West 823.35 feet to the beginning and containing 19.50 acres, more or less.

Being a portion of the same property conveyed to Binkley Family Investments, L.P., by Quit Claim Deed from Binkley Family Investments, L.P., a Tennessee Limited Partnership, of record in Instrument No. 20170224-0018676, in the Register's Office for Davidson County, Tennessee, dated February 24, 2017, and recorded on February 24, 2017.

Being the same property conveyed to Binkley Family Investments, L.P., by Deed from Odell Binkley, Jr., as Trustee for Binkley Family, LLC, of record in Instrument No. 20110512-0036586, in the Register's Office for Davidson County, Tennessee, dated April 11, 2011, and recorded on May 12, 2011.

CERTIFICATION

I, Toni Rutgerson, do hereby make oath that I am a licensed attorney 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 August 25, 2022

Affiant Signature Date 8/25/2022

State of Tennessee; County of Davidson
Sworn to and subscribed before me on this 25 day of August, 2022,

Notary Public
My Commission Expires:

