1st

This instrument was prepared by:

Abby Johanson
HAYNES & BOONE LLP
112 E. Pecan, Suite 2400
San Antonio, Texas 78205

Karen Johnson Davidson County
Batch# 1284488 DEEDWARRSP
06/13/2025 04:01:30 PM 11 pgs
Fees: $58.00 Taxes: $2,960.00
20250613-0046471

AFTER RECORDING RETURN TO:

Allyson Shirar
CHICAGO TITLE
13737 Noel Rd., Suite 100
Dallas, Texas 75306

Address of New Owner and Send Tax Bills To:

Mina Kamel
943 Allen Road
Nashville, TN

Property Address(es):
938 Allen Rd.
Nashville, TN 37214

Map-Parcel Numbers:
096-13-0-181.00

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## SPECIAL WARRANTY DEED

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THIS SPECIAL WARRANTY DEED ("**Deed**") is made effective this 10th day of June, 2025, by **MAC'S CONVENIENCE STORES LLC**, a Delaware limited liability company, successor-by-merger with MACSNEWCO LLC, a Delaware limited liability company whose address is 4080 W. Jonathan Moore Pike, Columbus, Indiana 47201, pursuant to that certain Certificate of Merger filed as SR#20233865779 with Delaware Secretary of State's office on November 1, 2023, a copy of which is attached hereto as **Annex 1** ("**Grantor**"), and **MINA KAMEL**, an individual whose address is 943 Allen Road, Nashville, TN ("**Grantee**").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns forever, all that certain tract or parcel of land lying and being in Davidson County, TN, being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Property**").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the Property in fee simple forever, together with all and singular the rights and appurtenances pertaining thereto, including all of Grantor's rights, title and interest, if any (but without warranty whether statutory, express or implied), in and to any land situated in any adjacent strips,

street, road, highway or other right of way, public or private, open or proposed, including rights of ingress and egress, and all other easements.

BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE HEREBY: (A) ACCEPTS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", AND (B) ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE REAL ESTATE SALES AGREEMENT BETWEEN GRANTOR AND GRANTEE DATED EFFECTIVE APRIL 14, 2025, AND IN THE ENVIRONMENTAL INDEMNITY AGREEMENT BETWEEN GRANTOR AND GRANTEE OF EVEN DATE HEREWITH, AND EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE AND HEREBY EXPRESSLY DISCLAIMS, AND GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY EXPRESS OR IMPLIED WARRANTIES, STATEMENTS, ASSERTIONS, NON-ASSERTIONS, DISCLOSURES OR REPRESENTATIONS TO GRANTEE CONCERNING ANY ASPECT OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO: (i) THE PHYSICAL, ENVIRONMENTAL, STRUCTURAL OR GEOLOGICAL CONDITION OF THE PROPERTY, (ii) THE HABITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE OR USE, (iii) INCOME TO BE PRODUCED FROM THE PROPERTY, (iv) THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, REGULATIONS, JUDICIAL OR ADMINISTRATIVE ORDERS, ORDINANCES, DECREES OR OTHER REQUIREMENTS OF ANY NATURE WHATSOEVER IMPOSED OR ENFORCED BY ANY LOCAL, STATE, FEDERAL OR OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY (COLLECTIVELY, "**GOVERNMENTAL REQUIREMENTS**"), OR (v) THE PRESENCE OR ABSENCE OF ANY LATENT OR PATENT DEFECTS AT, IN OR WITH RESPECT TO THE PROPERTY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE FOREVER WAIVES AND RELEASES THE GRANTOR AND ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, AND CONTRACTORS, AND ITS AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "**GRANTOR PARTIES**") FROM ALL LIABILITY AND RESPONSIBILITY FOR, AND COVENANTS NOT TO SUE ANY OF THE GRANTOR PARTIES UPON OR IN CONNECTION WITH, ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, AND COMPENSATION OF WHATEVER KIND, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, CONTINGENT OR OTHERWISE, THAT GRANTEE NOW HAS OR IS ENTITLED TO OR MAY HAVE OR BE ENTITLED TO IN THE FUTURE ARISING FROM OR IN CONNECTION WITH THE CONDITION OR USE OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY ASSERTED OR ACTUAL VIOLATION, WHETHER OCCURRING PRIOR TO, ON OR AFTER THE DATE HEREOF, OF ANY APPLICABLE GOVERNMENTAL REQUIREMENTS RELATING TO HEALTH, SAFETY OR THE ENVIRONMENT. BY ITS ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE GRANTEE PAID FOR THE PROPERTY WAS SET TAKING INTO CONSIDERATION THE AGREEMENTS OF GRANTEE HEREIN.

Grantee, by acceptance of this conveyance and the recording of this deed, on behalf of itself and any subsequent owner of an interest in the Property and their subsidiaries, affiliates, heirs, legal representatives, successors and assigns, agrees that the Property is and shall be subject to the restrictive covenants set forth in the subsequent sentence, which shall burden and run with title to the Property. The Property shall not be used for any of the following: (a) for the sale of any food or food products, dairy products, coffee or coffee based products, and soft drinks, except as may be sold through vending machines or as may be sold by a sit-down restaurant or bar, (b) as a convenience store, (c) for retail sale of gasoline or motor fuels, (d) for retail sale of electronic cigarettes, cigarettes, tobacco products, CBD products or cannabis I for the retail sale of beer and wine and/or liquor for off-premises consumption, (f) for the sale of food, drinks and/or snacks utilizing a mobile or "food truck" type use, including, without limitation, a

moveable trail8er, van or truck, (g) for the sale of lottery tickets, (h) as a self-service or full-service car wash, (i) for the operation of a national discount variety, including but not limited to, Dollar General, Dollar Tree, 99 Cents Only or Family Dollar and (j) for any use ancillary (including, but not limited to, a parking lot, stormwater drainage retention pond or other stormwater purposes) to a business engaged in the restricted activities referred to in subclauses (a) through (i) above. As used herein, the phrase "sale of gasoline or motor fuels" shall include the sale or lease of any other energy source for motor vehicles as may hereafter be used in conjunction with or as an alternative to gasoline.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomever arising by, through or under Grantor but not otherwise, subject only to those matters described on **Exhibit "B"** attached hereto.

Grantor warrants and represents that all ad valorem taxes and assessments for the Property for the year 2024 and all prior years have been fully paid.

*[Signatures and Acknowledgement on Following Page.]*

**GRANTOR:**

MAC'S CONVENIENCE STORES LLC,
a Delaware limited liability company,
successor-by-merger to MACSNEWCO, LLC,
a Delaware limited liability company

By: Debra Gooldy
Name: Debra Gooldy
Its: Assistant Secretary

STATE OF INDIANA §
§
COUNTY OF BARTHOLOMEW §

On the 5th day of June, 2025, before me, a Notary Public in and for the State of Indiana, personally appeared Debra Gooldy, the Assistant Secretary of MAC'S CONVENIENCE STORES LLC, a Delaware limited liability company, successor-by-merger to MACSNEWCO, LLC, a Delaware limited liability company, and as such representative has been duly authorized to execute, acknowledge and deliver the foregoing instrument in the name of and for and on behalf of said company, and acknowledged that as such authorized representative, she did in the name of said company, execute and acknowledge said instrument for the purposes set forth therein.

Raven Roberts
Signature, Notary Public, State of Indiana

Raven Roberts
Notary Public, Printed Name

I am a resident of Bartholomew County, Indiana

My commission expires: February 24, 2033

NOTARY PUBLIC SEAL INDIANA
RAVEN ROBERTS
Notary Public, State of Indiana
Bartholomew County
Commission Number NP0761776
My Commission Expires
February 24, 2033

STATE OF INDIANA §
§
COUNTY OF BARTHOLOMEW §

The actual consideration or value, whichever is greater, for this transfer is Eight Hundred Thousand and No/100 Dollars ($800,000.00).

Debra Gooldy

Debra Gooldy
Affiant

SUBSCRIBED AND SWORN TO before me, this the 5th day of June, 2025.

Raven Roberts

Signature, Notary Public, State of Indiana

Raven Roberts

Notary Public, Printed Name

I am a resident of Bartholomew County, Indiana

My commission expires: February 24, 2033

NOTARY PUBLIC SEAL INDIANA
RAVEN ROBERTS
Notary Public, State of Indiana
Bartholomew County
Commission Number NP0761776
My Commission Expires
February 24, 2033

# ANNEX 1

## Certificate of Merger

*(Attached)*



202506130046471

# Delaware

The First State



I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"MACSNEWCO LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "MAC'S CONVENIENCE STORES LLC" UNDER THE NAME OF "MAC'S CONVENIENCE STORES LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIRST DAY OF NOVEMBER, A.D. 2023, AT 10:45 O`CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

3385978 8100M
SR# 20233865779

Authentication: 204494711
Date: 11-01-23

You may verify this certificate online at corp.delaware.gov/authver.shtml

# STATE OF DELAWARE
# CERTIFICATE OF MERGER OF
# DOMESTIC LIMITED LIABILITY COMPANIES

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

**FIRST:** The name of the surviving limited liability company is Mac's Convenience Stores LLC,

and the name of the limited liability company being merged into this surviving limited liability company is MacsNewco LLC.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent limited liability companies.

**THIRD:** The name of the surviving limited liability company is Mac's Convenience Stores LLC.

**FOURTH:** The merger is to become effective on November 1, 2023, 12:01 am EDT.

**FIFTH:** The Agreement of Merger is on file at 4080 W. Jonathan Moore Pike, Columbus, Indiana 47201,

the place of business of the surviving limited liability company.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the constituent limited liability companies.

**IN WITNESS WHEREOF,** said surviving limited liability company has caused this certificate to be signed by an authorized person, the 31st day of October, A.D., 2023.

By: _____
Authorized Person

Name: Kathleen Cunnington
Print or Type

Title: President

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:45 AM 11/01/2023
FILED 10:45 AM 11/01/2023
SR 20233865779 - File Number 3385978

## EXHIBIT A

## The Property

PARCEL1:

Land in Davidson County, Tennessee, being Lot(s) 1, as shown on the map entitled Donelson Square, of record in Book 4955, page 80, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Also described as:

Being a certain parcel of land situated and lying in the 15th Council District of Davidson County, Tennessee, bounded generally on the South by Allen Road, on the West by the NTI Allen Road, LLC property, as recorded in Instrument Number 20140114-0003638, in the Register's Office of Davidson County, Tennessee (R.O.D.C.), on the North by the Point Place I Investments Partners property, as recorded in Instrument Number 20070112-0005072 (R.O.D.C.), and on the East by the Adam D. Dixon property, as recorded in Instrument Number 20130806-0072453 (R.O.D.C.), said property being more fully described as follows:

Beginning at an iron pin found at the Southeast corner of the NTI Allen Road, LLC property, along the Northern right-of-way of Allen Road, said iron pin being the Southwest corner of the parcel herein described and the point of beginning of this description;

Thence with the East line of the NTI Allen Road, LLC property, North 09 degrees 02 minutes 45 seconds East, a distance of 200.00 feet to a point along the East line of the NTI Allen Road, LLC property, said point also being located in the South line of the Point Place 1 Investments Partners property, said iron pin also being the Northwest corner of the parcel herein described;

Thence with the South line of Point Place 1 Investments Partners, South 80 degrees 57 minutes 15 seconds East, a distance of 100.00 feet to an iron pin located at the Northwest corner of the Adam D. Dixon property, said iron pin also being the Northeast corner of the parcel herein described;

Thence with the West line of Dixon, South 09 degrees 02 minutes 45 seconds West, a distance of 200.00 feet to an iron pin located at the Southwest corner of the Dixon property, said iron pin also being located along the North right-of-way of Allen Road, said point also being the Southeast corner of the parcel herein described;

Thence with the North right-of-way of Allen Road, North 80 degrees 57 minutes 15 seconds West, a distance of 100.00 feet to the point of beginning.

The parcel described herein contains 20,000 square feet or 0.46 acre more or less.

The foregoing description having been prepared by Beau Marshall Agee (R.L.S. #2871) of K & A Land Surveying, whose address is 1012 Sparta Pike, Lebanon, Tennessee 37087.

EXHIBIT A continued

Being a portion the same property conveyed to MACSNEWCO, LLC, a Delaware limited liability company, by Special Warranty Deed from Mapco Express, Inc., a Delaware corporation, successor in interest by merger with NTI Allen Road, LLC, a Tennessee limited liability company, of record in Instrument No. 20231117-0089952 Register's Office for Davidson County, Tennessee, dated November 01, 2023 and recorded on November 17, 2023.

Mapco Express, Inc., a Delaware corporation, is a successor to NTI Allen Rd, LLC, a Delaware limited liability company by reason of merger, consolidation, change of name, purchase or otherwise, and as evidenced by instrument of record in Instrument No. 20230207-0008793, said Register's Office.

# Tennessee Certification of Electronic Document

I, Jimmy Spruill, do hereby make oath that I am a licensed attorney and/or 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 06/05/2025 (date of document).

J Spruill
Affiant Signature

06/12/2025
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 12 day of June, 2025.

Mandy Catalanotto
Notary's Signature

My Commission Expires: 11/8/27

BRANDY CATALANOTTO
TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON