This instrument was prepared by:

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

AFTER RECORDING RETURN TO:

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

Karen Johnson Davidson County
Batch# 1360211 DEEDWARRSP
12/19/2025 12:37:30 PM 8 pgs
Fees: $43.00 Taxes: $7,400.00
20251219-0101001

Address of New Owner and Send Tax Bills To:	Property Address(es):	Map-Parcel Numbers:
420 Lexington Avenue, Suite 2803 New York, NY 10170	1901 8th Avenue South Nashville, TN 37203	105-10-0-364.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (**"Deed"**) is made effective this 16th day of December, 2025, by **MAC'S CONVENIENCE STORES LLC**, a Delaware limited liability company, successor-by-merger with EMERALD PROPERTY MANAGEMENT, LLC, a Tennessee limited liability company whose address is 4080 W. Jonathan Moore Pike, Columbus, Indiana 47201 (**"Grantor"**), and **TESTAMENTARY TRUST CREATED UNDER THE LAST WILL AND TESTAMENT OF LOUISE RISON RHETT DATED AUGUST 16, 1972** whose address is 420 Lexington Avenue, Suite 2803, New York, NY 10170 (**"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, EXCEPT AS EXPRESSLY SET FORTH IN THE REAL ESTATE SALES AGREEMENT BETWEEN GRANTOR AND GRANTEE (AS SUCCESSOR IN INTEREST TO THE ORIGINAL GRANTEE THEREIN-NAMED) DATED EFFECTIVE JULY 14, 2025, (THE "**PURCHASE AGREEMENT**"), THE ENVIRONMENTAL INDEMNITY AGREEMENT BETWEEN GRANTOR AND GRANTEE DATED DECEMBER 15, 2025 (the "**EIA**"), THIS SPECIAL WARRANTY DEED, AND ANY OTHER DOCUMENTS DELIVERED TO GRANTEE AT CLOSING PURSUANT TO THE PURCHASE AGREEMENT: (A) ACCEPTS THE PROPERTY **"AS IS", "WHERE IS"** AND **"WITH ALL FAULTS"**, AND (B) ACKNOWLEDGES THAT 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. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, COVENANTS, AND OBLIGATIONS OF GRANTOR SET FORTH IN THE PURCHASE AGREEMENT, THE EIA, THIS SPECIAL WARRANTY DEED, AND ANY OTHER DOCUMENTS DELIVERED TO GRANTEE AT CLOSING PURSUANT TO THE PURCHASE AGREEMENT, 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 (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, or a quick service restaurant (b) as a convenience store, (c) for retail sale of gasoline or motor fuels, (d) for retail sale of electronic cigarettes, cigarettes, and tobacco products, (e) for the retail sale of liquor, beer and wine 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 trailer, 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 chain dollar store, 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 2025 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,

By: _____
Name: James W. Hollis Jr.
Title: Authorized Representative

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 8th day of December, 2025, by James W. Hollis Jr., as Authorized Representative of Mac's Convenience Stores LLC, a Delaware limited liability company, on behalf of said company.

APRIL CHRISTINE O'NEAL
Notary Public, State of Texas
Comm. Expires 02-07-2026
Notary ID 131407333

_____
Notary Public in and for
The State of Texas

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The actual consideration or value, whichever is greater, for this transfer is Two Million Dollars and NO/100 ($2,000,000.00).

Affiant, James W. Hollis Jr.

SUBSCRIBED AND SWORN TO before me, this the 8th day of December 2025.

APRIL CHRISTINE O'NEAL
Notary Public, State of Texas
Comm. Expires 02-07-2026
Notary ID 131407333

Notary Public
My Commission Expires: 02.07.2026

EXHIBIT A

Legal Description

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Section Seventy-Two, Edgehill Estates of record in Plat Book 4885, Page 49, 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 Emerald Property Group LLC, a Delaware limited liability company by Special deed from P and M Investment Company, LLC, a Tennessee limited liability company of record in Instrument No. 20211112-0150910, Register's Office for Davidson County, Tennessee, dated November 04, 2021 and recorded on November 12, 2021. Emerald Property Group LLC has merged and the surviving limited liability company is Mac's Convenience Stores LLC as evidenced by an unrecorded State of Delaware Certificate of Merger of Domestic Limited Liability Companies.

EXHIBIT B

Permitted Exceptions

1. Taxes for the year 2025, a lien not yet due and payable.

2. Matters shown on the Plan of record in Plat Book 4885, Page 49, Register's Office for Davidson County, Tennessee.

3. Restrictive Covenants Running With the Land of Nashville Housing Authority in the Edgehill Urban Renewal Project of record in Book 4220, Page 723, in the Register's Office for Davidson County, Tennessee, with Certificate of Compliance of record in Book 5991, Page 794, Register's Office for Davidson County, Tennessee.

4. Any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following matters disclosed on the ALTA/NSPS Land Title Survey prepared by David P. Brackman, TN R.L.S. #1684, dated August 19, 2025, and last revised December 9, 2025.

Tennessee Certification of Electronic Document

I, Teresa Beardsley, 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 December 16, 2025 (date of document).

Teresa C Beardsley
Affiant Signature

December 17, 2025
Date

State of Tennessee

County of Williamson

Sworn to and subscribed before me this 17th day of December, 2025.

Brandy Catalanotto
Notary's Signature

My Commission Expires: 11/8/27

