

Apr 06 2023

PATRICIA A. PICKENS, AUDITOR

01346
50.00

2023-05400

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
04/06/2023 01:55 PM
AS PRESENTED

THIS DOCUMENT PREPARED BY:

Benjamin H. Hughes, Esq.
Seyfarth Shaw LLP
700 Milam St.
Suite 1400
Houston, TX 77002

WHEN RECORDED MAIL TO:

Sutton Land of Texas, LLC
2121 Sage Road, Ste. 270
Houston, TX 77056
Attn: Jackie Furash

SEND FUTURE TAX STATEMENTS TO:

VIP CRE Investments LLC
7054 Kennesaw Drive
Brownsburg, IN 46112

PIN: 20-06-05-180-013.000-012; 20-06-
05-180-014.000-012; 20-06-05-180-
015.000-012; 20-06-05-180-016.000-
012; 20-06-05-180-017.000-012

SPACE ABOVE LINE FOR RECORDING DATA

SPECIAL WARRANTY DEED

7-ELEVEN, INC., a Texas corporation, with a principal address of 3200 Hackberry Road, Irving, Texas 75063 ("Grantor"), hereby **GRANTS, BARGAINS, CONVEYS AND SELLS** to **VIP CRE INVESTMENTS LLC**, an Indiana limited liability company, with a principal address of 7054 Kennesaw Dr, Brownsburg, IN 46112 ("Grantee"), for the sum of One Million Two Hundred Fifty Thousand and 00/100 DOLLARS (\$1,250,000.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the real property located in the City of Elkhart, County of Elkhart, State of Indiana and more fully described on Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof, belonging or in anywise appertaining, to Grantee, its successors and assigns, forever. GRANTOR, for itself and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that Grantor is lawfully seized of said land in fee simple; that

DM

KKJ

06-05-180-013/014/015/016/017.000-012

Special Warranty Deed
Site No. 32582

Grantor has good, right and lawful authority to sell and convey said land; Grantor has not done, or suffered to be done, anything whereby the Property is, or may be, in any manner encumbered or charged, except as set forth above, and Grantor hereby SPECIALLY WARRANTS AND AGREES TO FOREVER DEFEND the Property against all persons lawfully claiming the same by, through or under it, but not otherwise, SUBJECT TO (i) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years; (ii) all covenants, conditions, restrictions, servitudes, liens, reservations, easements, rights-of-way, declarations, encumbrances and other matters of record or to which reference is made in the public records; (iii) zoning and other regulatory laws and ordinances affecting the Property; (iv) matters that would be disclosed by an accurate survey; and (v) any plat affecting the Property ("Conditions").

The payment of current ad valorem taxes on the Property having been prorated to the date hereof, the payment thereof is assumed by Grantee.

Invalidation of any one provision herein by judgment or court order shall in no way affect any other provision.

GRANTEE, BY ITS ACCEPTANCE OF THIS CONVEYANCE, HEREBY ACKNOWLEDGES AND AGREES THAT GRANTEE HAS BEEN AFFORDED THE OPPORTUNITY TO MAKE SUCH STUDIES AS IT DEEMS NECESSARY OR APPROPRIATE TO FULLY INFORM GRANTEE REGARDING THE CONDITION OF THE PROPERTY, AND GRANTEE AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING DATE. IN ADDITION, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTOR, NRC REALTY & CAPITAL ADVISORS, LLC AND THEIR RESPECTIVE EMPLOYEES, AGENTS OR CONTRACTORS (COLLECTIVELY, "RELEASED PARTIES") THAT PARTICIPATED IN ASSEMBLING AND DISTRIBUTING CERTAIN INFORMATION AND DOCUMENTATION IN CONNECTION WITH THE SALE OF THE PROPERTY MAY NOT HAVE COMPLETE KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY, EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH IN THIS DEED, GRANTEE ACKNOWLEDGES AND AFFIRMS THAT NONE OF THE RELEASED PARTIES HAVE MADE, AND GRANTOR HEREBY DISCLAIMS, ANY WARRANTY, GUARANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WARRANTIES OF HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, (I) WARRANTIES WITH RESPECT TO THE CONDITION OR STATE OF REPAIR OF THE PROPERTY OR ITS CONSTRUCTION, (II) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCES (HEREINAFTER DEFINED) AT THE PROPERTY, (III) ANY OPERATIVE OR PROPOSED GOVERNMENTAL LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, ZONING, ENVIRONMENTAL AND LAND USE LAWS AND REGULATIONS) TO WHICH THE PROPERTY MAY BE SUBJECT, (IV) THE EXTENT OF ANY RIGHT-OF-WAY, LEASE, EASEMENT, LICENSE, RESERVATION OR CONDITION IN CONNECTION WITH THE PROPERTY AND (V) THE DEVELOPMENT POTENTIAL OR THE FITNESS OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTEE ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT WITHOUT RELIANCE ON ANY MATERIALS PROVIDED BY THE RELEASED PARTIES AND ON THE BASIS OF ITS OWN REVIEW AND INVESTIGATIONS OF THE APPLICABILITY AND EFFECT OF SUCH LAWS AND REGULATIONS, AND GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS MAY

Special Warranty Deed
Site No. 32582

NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTEE, FOR ITSELF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, WAIVES, RELEASES AND DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY RELATED TO THE CONDITION OF THE PROPERTY EXCEPT AS EXPRESSLY STATED HEREIN.

BY ITS ACCEPTANCE OF THIS CONVEYANCE, GRANTEE AGREES AS FOLLOWS: PURSUANT TO SECTION 9 OF THE PURCHASE AND SALE AGREEMENT DATED NOVEMBER 28, 2022 AS THE SAME MAY BE AMENDED OR MODIFIED FROM TIME TO TIME), BY AND BETWEEN GRANTOR AND GRANTEE (THE "PURCHASE AGREEMENT"), SUBSECTIONS (A) THROUGH (D) BELOW SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON GRANTEE AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, FUTURE OWNERS OF ALL (OR ANY PORTION) OF THE PROPERTY, AND INURE TO THE BENEFIT OF GRANTOR AND ITS SUBSIDIARIES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS, AS APPLICABLE. THE INTENTION OF GRANTOR AND GRANTEE IS THAT SAID COVENANTS SHALL LAST IN PERPETUITY. IF REQUESTED BY GRANTOR, GRANTEE OR THE THEN OWNER(S) OF THE PROPERTY, BY ITS ACCEPTANCE OF A DEED FOR ALL OR A PORTION OF THE PROPERTY, AGREE TO EXECUTE SUCH DOCUMENTATION OR TAKE SUCH ACTION AS GRANTOR MAY REASONABLY REQUEST TO CONFIRM OR OTHERWISE GIVE EFFECT TO SUCH COVENANTS.

A. HAZARDOUS SUBSTANCES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER HEREBY ASSUMES LIABILITY FOR, AND AGREES TO TAKE ALL ACTIONS REQUIRED BY LAW RELATING TO, ALL ENVIRONMENTAL OBLIGATIONS OR LIABILITIES, INCLUDING REMEDIATION OBLIGATIONS AND THIRD PARTY CLAIMS, ARISING FROM ENVIRONMENTAL CONDITIONS OR HAZARDOUS SUBSTANCES EXISTING ON OR BENEATH THE PROPERTY AS OF THE CLOSING DATE, INCLUDING, BUT NOT LIMITED TO: (I) ANY VIOLATION OR ALLEGED VIOLATION OF, OR LIABILITY OR ALLEGED LIABILITY UNDER, ANY LOCAL, STATE OR FEDERAL LAW, RULE OR REGULATION OR COMMON LAW DUTY PERTAINING TO HUMAN HEALTH, NATURAL RESOURCES OR THE ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 (42 U.S.C. §9601 ET SEQ.) ("CERCLA"), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. §6901 ET SEQ.), THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. §1251 ET SEQ.), THE CLEAN AIR ACT (42 U.S.C. §7401 ET SEQ.), THE EMERGENCY PLANNING AND COMMUNITY-RIGHT-TO-KNOW ACT (42 U.S.C. §11001 ET SEQ.), THE ENDANGERED SPECIES ACT (16 U.S.C. §1531 ET SEQ.), THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. §2601 ET SEQ.), THE OCCUPATIONAL SAFETY AND HEALTH ACT (29 U.S.C. §651 ET SEQ.) AND THE HAZARDOUS SUBSTANCES TRANSPORTATION ACT (49 U.S.C. §1801 ET SEQ.), AND THOSE RELATING TO LEAD BASED PAINT (AS HEREINAFTER DEFINED) AND THE REGULATIONS PROMULGATED PURSUANT TO SAID LAWS, ALL AS AMENDED FROM TIME TO TIME (COLLECTIVELY, "ENVIRONMENTAL LAWS"), RELATING TO OR AFFECTING THE PROPERTY, WHETHER OR NOT CAUSED BY OR WITHIN THE CONTROL OF THE SELLER; (II) THE PRESENCE, RELEASE OR THREAT OF RELEASE OF OR EXPOSURE TO ANY HAZARDOUS, TOXIC OR HARMFUL SUBSTANCES, WASTES, MATERIALS, POLLUTANTS OR CONTAMINANTS (INCLUDING, WITHOUT LIMITATION, ASBESTOS OR ASBESTOS-CONTAINING

Special Warranty Deed
Site No. 32582

MATERIALS, POLYCHLORINATED BIPHENYLS, PETROLEUM OR PETROLEUM PRODUCTS OR BYPRODUCTS, FLAMMABLE EXPLOSIVES, RADIOACTIVE MATERIALS, PAINT CONTAINING MORE THAN .05% LEAD BY DRY WEIGHT (“**LEAD BASED PAINT**”), INFECTIOUS SUBSTANCES OR RAW MATERIALS WHICH INCLUDE HAZARDOUS CONSTITUENTS) OR ANY OTHER SUBSTANCES OR MATERIALS WHICH ARE INCLUDED UNDER OR REGULATED BY ENVIRONMENTAL LAWS (COLLECTIVELY, “**HAZARDOUS SUBSTANCES**”) OR ANY TOXIC MOLD OR FUNGUS OF A TYPE THAT MAY POSE A RISK TO HUMAN HEALTH OR THE ENVIRONMENT OR WOULD NEGATIVELY IMPACT THE VALUE OF THE PROPERTY (“**TOXIC MOLD**”), ON, IN, UNDER OR AFFECTING ALL OR ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS, REGARDLESS OF WHETHER OR NOT CAUSED BY OR WITHIN THE CONTROL OF SELLER; (III) ANY TRANSPORT, TREATMENT, RECYCLING, STORAGE, DISPOSAL OR ARRANGEMENT THEREFOR OF HAZARDOUS SUBSTANCES WHETHER ON THE PROPERTY, ORIGINATING FROM THE PROPERTY, OR OTHERWISE ASSOCIATED WITH THE PURCHASER OR ANY OPERATIONS CONDUCTED ON THE PROPERTY AT ANY TIME; OR (IV) ANY ENVIRONMENTAL INVESTIGATION, ASSESSMENT, AUDIT OR REVIEW CONDUCTED IN CONNECTION WITH THE PROPERTY OR THE OPERATIONS CONDUCTED AT ANY TIME THEREON, INCLUDING, WITHOUT LIMITATION, THE COST OF ASSESSMENT, INVESTIGATION, CONTAINMENT, REMOVAL AND/OR REMEDIATION OF ANY AND ALL HAZARDOUS SUBSTANCES OR TOXIC MOLD FROM ALL OR ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS, THE COST OF ANY ACTIONS TAKEN IN RESPONSE TO THE PRESENCE, RELEASE OR THREAT OF RELEASE OF ANY HAZARDOUS SUBSTANCES OR TOXIC MOLD ON, IN, UNDER OR AFFECTING ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS TO PREVENT OR MINIMIZE SUCH RELEASE OR THREAT OF RELEASE SO THAT IT DOES NOT MIGRATE OR OTHERWISE CAUSE OR THREATEN DANGER TO PRESENT OR FUTURE PUBLIC HEALTH, SAFETY, WELFARE OR THE ENVIRONMENT, AND COSTS INCURRED TO COMPLY WITH ENVIRONMENTAL LAWS IN CONNECTION WITH ALL OR ANY PORTION OF THE PROPERTY OR ANY SURROUNDING AREAS. IT IS ACKNOWLEDGED AND AGREED THAT THE PURCHASE PRICE OF THE PROPERTY REFLECTS THE CONDITION OF THE PROPERTY.

B. INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER WILL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY SELLER, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL EXPENSES, CLAIMS, ACTIONS, LIABILITIES, ATTORNEY’S FEES, DAMAGES, LOSSES, PENALTIES, FINES AND INTEREST OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITING THE FOREGOING, DEATH OF OR INJURY TO PERSONS AND DAMAGE TO PROPERTY) ACTUALLY OR ALLEGEDLY RESULTING FROM OR CONNECTED WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, FROM THE OMISSION OR COMMISSION OF ANY ACT, LAWFUL OR UNLAWFUL, BY PURCHASER OR ITS AGENTS OR EMPLOYEES, WHETHER OR NOT SUCH ACT IS WITHIN THE SCOPE OF THE EMPLOYMENT OF SUCH AGENTS OR EMPLOYEES, OR FROM LEAKS, SEEPAGE, SPILLS OR OTHER LOSS OF MOTOR FUELS OR OTHER TOXIC POLLUTANTS AT THE PROPERTY.

C. WAIVER AND RELEASE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER HEREBY (I) WAIVES, RELINQUISHES AND RELEASES

Special Warranty Deed
Site No. 32582

THE SELLER FROM ALL COSTS BY REASON OF OR ARISING OUT OF ANY ENVIRONMENTAL CONDITIONS AT THE PROPERTY, KNOWN OR UNKNOWN, PRESENTLY EXISTING OR ARISING IN THE FUTURE; AND (II) SHOULD ANY INVESTIGATION, ASSESSMENT, CLEAN-UP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE CLOSING DATE, IT IS HEREBY UNDERSTOOD AND AGREED THAT SUCH CLEAN-UP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF PURCHASER. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS SUBSECTION. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, PURCHASER COVENANTS AND AGREES THAT IN NO EVENT SHALL IT COMMENCE ANY ACTION OR MAKE ANY CLAIM AGAINST SELLER, ITS PARENT CORPORATION, SUBSIDIARIES, AFFILIATES AND ASSIGNS, OR ANY FORMER OWNER OR OPERATOR OF THE PROPERTY WHICH IN ANY WAY RELATES TO THE ENVIRONMENTAL OR OTHER CONDITION OF THE PROPERTY, INCLUDING ANY CLAIM FOR PROPERTY DAMAGE OR DIMINUTION OF PROPERTY VALUE BY REASON OF PETROLEUM CONTAMINATION AT, ON UNDER OR EMANATING FROM THE PROPERTY, INCLUDING ANY RIGHT OF CONTRIBUTION UNDER CERCLA, AND PURCHASER HEREBY RELEASES SELLER FROM ALL SUCH CLAIMS.

D. SURVIVAL. THE COVENANTS AND AGREEMENTS HEREIN SHALL SURVIVE CLOSING AND SHALL BE BINDING UPON AND SHALL INURE TO BENEFIT OF THE SUCCESSORS AND ASSIGNS OF EACH OF THE PARTIES AND ALL SUBSEQUENT PURCHASERS OF THE PROPERTY.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW]*

Special Warranty Deed
Site No. 32582

IN WITNESS WHEREOF, this Special Warranty Deed is dated as of March 3, 2023 but is made effective as of this 5th day of April, 2023 (the "Effective Date").

ATTEST:

GRANTOR:

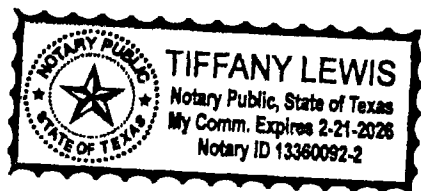
By: Robin D. Bryant
Name: Robin D. Bryant
Title: Assistant Secretary

7-ELEVEN, INC., a Texas corporation
By: David Colletti
Name: David Colletti
Title: Vice President

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared David Colletti and Robin D. Bryant, as Vice President and Assistant Secretary, respectively, of 7-Eleven, Inc., a Texas corporation, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was executed as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 3rd day of March, 2023.



Tiffany Lewis
Name of Notary: Tiffany Lewis
Notary Public, State of Texas
My Commission Expires: 2/21/26

Special Warranty Deed
Site No. 32582

Grantor Signature Page

EXHIBIT A

Property Description

PARCEL 1:

THE NORTH ONE-HALF OF LOT NUMBERED 124 AS THE SAME IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF THE FIRST ADDITION OR CONTINUATION OF THE VILLAGE (NOW CITY) OF ELKHART, ELKHART COUNTY, INDIANA, SAID PLAT BEING RECORDED IN DEED RECORD 2, AT PAGE 17 OF THE RECORDS IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, WHICH ADDITION IS COMMONLY REFERRED TO AS BEARDSEY'S FIRST ADDITION TO THE TOWN, NOW CITY OF ELKHART, ELKHART COUNTY, INDIANA.

PARCEL 2:

ALSO A PART OF LOT NUMBERED 125 AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF FIRST ADDITION OR CONTINUATION OF THE VILLAGE (NOW CITY) OF ELKHART, IN CONFORMITY TO THE ORIGINAL PLAT, SAID PLAT BEING RECORDED IN DEED RECORD 2, PAGE 17 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT NUMBERED 125 IN SAID ADDITION; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, 82 AND 1/2 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT, 40 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT, 82 AND 1/2 FEET TO THE EAST LINE OF SAID LOT; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT, 40 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

ALSO A PART OF LOT NUMBERED 125 IN BEARDSLEY'S FIRST ADDITION TO THE TOWN, NOW CITY, OF ELKHART, ELKHART COUNTY, INDIANA AS THE SAME IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF SAID ADDITION AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHWARDLY ALONG THE EASTERN LINE OF SAID LOT, 42 AND 1/2 FEET; THENCE WESTWARDLY PARALLEL WITH THE NORTHERN LINE OF SAID LOT, 82 AND 1/2 FEET; THENCE NORTHWARDLY PARALLEL WITH THE EASTERN LINE OF SAID LOT TO THE NORTHERN LINE OF SAID LOT; THENCE EASTWARDLY ALONG THE NORTHERN LINE OF SAID LOT TO THE PLACE OF BEGINNING.

PARCEL 4:

ALSO 82 AND 1/2 FEET BY PARALLEL LINES FROM OFF OF THE WESTERLY END OF LOT NUMBERED 125 AS SHOWN ON THE RECORDED PLAT OF BEARDSLEY'S FIRST ADDITION TO THE TOWN, NOW CITY OF ELKHART, SAID PLAT BEING RECORDED IN DEED RECORD 2, PAGE 17 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Special Warranty Deed
Site No. 32582

Exhibit A

91519597v.4

Being that certain property conveyed to grantor pursuant to that certain General Warranty Deed executed by C & J Realty Limited Partnership, dated August 3, 2009 and filed August 10, 2009 under County Clerk's File No 2009-20124, Elkhart County Records.

For informational purposes only: 429 N Main Street, Elkhart, Indiana 46516

PIN: 20-06-05-180-013.000-012; 20-06-05-180-014.000-012; 20-06-05-180-015.000-012; 20-06-05-180-016.000-012; 20-06-05-180-017.000-012

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. This instrument is prepared by Benjamin H. Hughes, Esq.

Special Warranty Deed
Site No. 32582

Exhibit A

91519597v.4