THE AMERICAN OIL COMPANY
6 EXECUTIVE PARK DRIVE
ATLANTA, GEORGIA 30329

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SECRETARY'S CERTIFICATE

This is to certify that a Deed dated August 17, 1970, to HARLON J. KIMBRO, Sole Proprietor, d/b/a KIMBRO-OAKLEY OIL CO. was executed by R. H. Leet, Regional Vice President, for and on behalf of The American Oil Company, a Maryland corporation, pursuant to authority granted to the President under the terms of a resolution, adopted by the Board of Directors on September 20, 1965, which provided that the President may delegate such authority. This further certifies that the President delegated such authority to Regional Vice President and that such delegation is in effect as of this date.

L. D. Thomas - Assistant Secretary

Dated: August 17, 1970

Subscribed and sworn to before me this 17th day of August, 1970.

Notary Public

My Commission Expires:

Notary Public, Georgia, State at Large
My Commission Expires Mar 24, 1972

This instrument prepared by
C. E. Schaeffer, The American Oil Co.
6 Executive Park Dr., Atlanta, Ga.

Map. 119-1
Par. 416 pw

DEED

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FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid by HARLON J. KIMBRO, Sole Proprietor, d/b/a KIMBRO-OAKELY OIL CO., of Nashville, Tennessee, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, THE AMERICAN OIL COMPANY, a Maryland corporation, has bargained and sold, and by these presents does transfer and convey unto the said HARLON J. KIMBRO, Sole Proprietor, d/b/a KIMBRO-OAKLEY OIL CO., his heirs and assigns, the following described real estate, situated in the County of Davidson and State of Tennessee, to-wit: .

Tract 1. Beginning at a cross cut in the pavement in the westerly line of Nolensville Pike, being U.S. Highway No. 41-A, and Tennessee State Highway No. 11, out of Nashville, at the intersection of the margin of said Pike and the north line of Melrose Avenue, as presently located and constructed, said point being likewise 25 feet north of the original line between Lots Nos. 532 and 533 on said plan; thence with the margin of Nolensville Pike, northerly 186 feet to an iron pin in the east line of the Louisville & Nashville Railroad right of way; thence with the margin of said right of way, southerly 25.4 feet to an iron pin; thence leaving said right of way southerly, parallel to the west margin of Nolensville Pike, 47.6 feet to an iron pin which is 15 feet west of said Pike; thence westerly passing through two concrete bases for a sign of Atlantic Ice and Coal Company, 36.9 feet to an iron pin in the east right of way line of said L. & N. Railroad, and continuing with said right of way line, southerly 45.9 feet to another iron pin; thence leaving said railroad right of way southeasterly and parallel to the margin of Nolensville Pike, 82.7 feet to the northerly margin of Melrose Avenue, as now located, at an iron pin; thence with the margin of said Avenue, northeasterly 80 feet to the point of beginning.

LESS AND EXCEPT the following described property, to-wit:

A strip of land extending from Survey Station 542 + 41 at the boundary line of the lands of Melrose Avenue to Station 542 + 23, at the boundary line of the lands of present highway 18 feet long, and bounded on the sides as follows: on the northeast by the present highway; on the southeast by Melrose Avenue; on the northwest by an arc of a curve having a radius of 18 feet and a center 18 feet from the right-of-way lines of Melrose Avenue and Nolensville Pike; containing 69.5 square feet.

Tract 2. Beginning on the easterly right of way line of the Louisville and Nashville Railroad, said point being the northeast corner of the property conveyed to said Railroad Company by deed from the Tennessee Property Company, of record in Book 2158, page 632, said Register's Office, said point also being in the center line of said Avenue, now abandoned; thence with said right of way line northeastwardly seventy five (75) feet southeastwardly from and parallel to said center line of northbound main track of the Louisville and Nashville Railroad Company thirty one and fifty-eight hundredths (31.58) feet; thence southwardly twenty five (25) feet; thence westwardly nineteen and thirty five hundredths (19.35) feet to the beginning, and being a part of what was formerly Melrose Avenue, which part reverted to the Louisville and Nashville Railroad Company by virtue of its ownership of the adjacent portion of said Lot No. 534 when the said Avenue was abandoned for public purposes.

Tract 3. Beginning at the southwest corner of a parcel of land conveyed to Pan-American Petroleum Corporation by The Tennessee Property Company by deed dated July 14, 1948, in the north boundary of Melrose Avenue; thence in a southwesterly direction with said north boundary of Melrose Avenue, a distance of 60 feet, more or less, to the southeast right of way line of Louisville and Nashville Railroad Company, said right-of-way line being a line southeast of, parallel with and at all points 75 feet distant from the centerline of the northbound main track; thence in a northeasterly direction along said right of way line, a distance of 62 feet, more or less, to a point in what was formerly the centerline of Melrose Avenue before the same was moved

to its present location; thence in a northeasterly direction with said centerline of what was formerly Melrose Avenue, a distance of 18 feet, more or less, to a point; thence in a northwesterly direction on a line at right angles to said former centerline of Melrose Avenue, a distance of 25 feet to a point in the southeasterly right of way line of L. & N. Railroad Company; thence in a northeasterly direction with said L. & N. Railroad Company's right of way line, a distance of 10 feet, more or less, to a corner in the westerly boundary of the property conveyed to Pan American Petroleum Corporation by The Tennessee Property Company by deed dated July 14, 1948; thence in a southeasterly direction along said westerly boundary of property conveyed to Pan American Petroleum Corporation, a distance of 82.7 feet to the point of beginning, being a part of the same property conveyed to The Tennessee Property Company by a conveyance from J. T. Bateman et ux dated January 16, 1914, recorded in Book 455, page 124, Register's Office, Davidson County, Tennessee, and a part of what was formerly Melrose Avenue before said Avenue was moved to its present location, and a part of the same property conveyed to The Tennessee Property Company by Houston-McCord Realty Company by deed recorded in Book 560, page 705, Register's Office for Davidson County, Tennessee.

A N D

Beginning at a point in the southeasterly right of way line of the Birmingham Division of the Louisville and Nashville Railroad Company 25.4 feet south of the intersection of said right of way line and the southwesterly line of Nolensville Pike as measured along said right of way line; thence southwardly along said right-of-way line a distance of 60 feet, more or less, to a corner in the boundary of the property conveyed to Pan American Petroleum Corporation by The Tennessee Property Company by deed dated July 14, 1948; thence northeastwardly along said boundary conveyed to Pan American Petroleum Corporation, a distance of 36.9 feet to another corner in the boundary of said property which corner is 15 feet west of the west line of Nolensville Pike; thence northwardly along said boundary of said property conveyed to Pan American Petroleum Corporation, said boundary being a line west of, parallel with and 15 feet distant from the west line of Nolensville Pike, a distance of 47.6 feet to the point of beginning, being a part of the same property conveyed to The Tennessee Property Company by Houston-McCord Realty Company deed recorded in Book 560, page 705, Register's Office for Davidson County, Tennessee.

Tracts 1, 2 and 3 being the same property acquired by The American Oil Company from Pan-Am Southern Corporation by Deed dated January 31, 1957, registered in the office of the Register of Davidson County, Tennessee in Book 2639, Page 32.

LESS AND EXCEPT the following described property, to-wit:

Being parts of Lots 533, 534, 535 and 536 on the Plan of Grandview Heights as of record in Book 161, pages 14 and 15, Register's Office Davidson County, Tennessee.

Beginning at a point in the westerly margin of Nolensville Road, said point being also the southeasterly margin of the L & N Railroad right-of-way; thence with Nolensville Road south 21 degrees 08 minutes 30 seconds east 164.2 feet to the beginning of a curved line to the right having a radius of 18 feet; thence with said curved line 20 feet, more or less, to a point in the northerly margin of Melrose Avenue; thence north 21 degrees 08 minutes 30 seconds west 167.8 feet to the said margin of the L & N right-of-way; thence with said right-of-way north 17 degrees 48 minutes 11 seconds east 15.85 feet to the point of beginning and containing 1695 square feet and being part of the same property vested in the American Oil Company by deed from Pan-Am Southern Corporation as of record in Book 2639, Page 32, Register's Office Davidson County.

Being the same property conveyed by The American Oil Company to the State of Tennessee by Warranty Deed dated May 15, 1970.

SUBJECT TO: BOOK 4444 PAGE 120

(1) Existing leases, easements, sidetrack and license agreements, if any.

(2) Taxes and special assessments against the said premises, if any.

(3) Zoning laws and municipal regulations, if any; building line restrictions and building restrictions of record, if any; and any party wall agreements of record.

(4) The following covenants and agreements of the Purchaser:

"The Grantee herein hereby covenants and agrees for himself, his heirs, executors and assigns, that no part of the real estate herein conveyed shall be used by said grantee his heirs, executors, grantees or assigns, for the purpose of conducting or carrying on the business of selling, handling or dealing in gasoline, kerosene, benzol, naptha, greases, lubricating oils, or any fuel to be used for internal combustion engines, or lubricants in any form.

"The foregoing restriction shall not be applicable to the business of selling, handling or dealing in petroleum products furnished by the Grantor herein and in any event shall terminate and be of no further force and effect upon the expiration of a period of Twenty (20) years from the date hereof.

"The foregoing covenants shall run with the land and be binding on said Grantee, his heirs, executors, grantees and assigns, and inure to the benefit of the Grantor herein, its successors and assigns."

(5) Denial of access to Nolensville Pike.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said HARLON J. KIMBRO, Sole Proprietor, d/b/a KIMBRO-OAKELY OIL CO., his heirs and assigns, forever.

AND THE AMERICAN OIL COMPANY does covenant with HARLON J. KIMBRO, Sole Proprietor, d/b/a KIMBRO-OAKELY OIL CO. that it is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered except as hereinabove listed.

AND THE AMERICAN OIL COMPANY does further covenant and bind its successors and assigns, to warrant and forever defend the title to the said land to HARLON J. KIMBRO, Sole Proprietor, d/b/a KIMBRO-OAKELY OIL CO., his heirs and assigns, against the lawful claims of all persons whomsoever, EXCEPT AS TO Tract 2 which Tract THE AMERICAN OIL COMPANY by these presents does hereby remise, release and forever quitclaim all of its right, title and interest unto HARLON J. KIMBRO, Sole Proprietor, d/b/a KIMBRO-OAKLEY OIL CO.

IN WITNESS WHEREOF said THE AMERICAN OIL COMPANY has caused this instrument to be executed by its duly authorized Regional Vice President on this 17th day of August, 1970.

ATTEST:

L. D. Thomas - Assistant Secretary

THE AMERICAN OIL COMPANY

R. H. Leet - Regional Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

On this 17th day of August, 1970, before me appeared R. H. LEET, to me personally known, who, being by me duly sworn did say that he is the Regional Vice President of THE AMERICAN OIL COMPANY, a Maryland corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said R. H. LEET acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: Notary Public, Georgia, State at Large My Commission Expires Mar. 24, 1972

Notary Public

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I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $[illegible]. Affiant [illegible]

Subscribed and sworn to before me this 9th day of Sept. 1970

Deputy Register B Rumble

189374

IDENTIF. REFERENCE

SEP 9 11 41 AM '70

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

SEP-9[illegible]	CONV	*6,000.00			
SEP-9[illegible]	S'TAX		A*	15.60	
SEP-9[illegible]	PR'FEE		A*	.50	
SEP-9[illegible]	W'DEED		A*	7.50	* 23.60