Send tax bills to:
Karene Corp.
304 Beacon Hill Dr, Mt. Juliet, TN 37122

SPECIAL WARRANTY DEED

Map & Parcel 86-233
Field Book No: 4D-08290(p/o)

THIS DEED OF CONVEYANCE made and entered into this 6th day of March, 1990, by and between VALVOLINE INSTANT OIL CHANGE, INC., a Delaware corporation with a mailing address of P. O. Box 14046, Lexington, Kentucky 40512, hereinafter called "VALVOLINE", and KARENE CORPORATION, having a tax mailing address of 304 Beacon Hill Drive, Mount Juliet, Tennessee 37122, hereinafter called "GRANTEE".

0371 03/08 0101 03CHECK 257.50

W I T N E S S E T H:

That for and in consideration of the sum of Seventy-Five Thousand and No/100 ($75,000.00) Dollars and other good and sufficient consideration, cash in hand paid to VALVOLINE by GRANTEE, the receipt and adequacy of which are hereby acknowledged, VALVOLINE hereby grants, bargains, sells and conveys to GRANTEE, its successors and assigns, FOREVER, all that certain real property located in the County of Davidson, State of Tennessee and being more particularly described as follows:

Being part of the same property acquired by Valvoline Instant Oil Change, Inc. a Delaware corporation from Ashland Oil, Inc., a Kentucky corporation , by Deed dated October 1, 1989, recorded in Deed Book 7996, Page 871 in the Davidson County Clerk's Office and further described as follows:

Land in Davidson County, Tennessee, being Lot No. 2 on the Plan of Resubdivision of Lot 2 of Laurel Hills Commercial Park as of record in Book 7900, Page 92 in the Davidson County Register's Office.

TO HAVE AND TO HOLD the above described premises together with all easements and appurtenances thereunto belonging unto the GRANTEE, its successors and assigns, forever.

This conveyance is made subject to all legal highways, all exceptions, reservations, easements, rights of way, restrictions and conditions contained in prior instruments of record in the chain of title to the property conveyed hereby, all zoning laws, ordinances, or regulations, and all easements and servitudes which are visible or appurtenant to said land.

The property conveyed hereby shall not be used for the operation of a grocery store or convenience store or for the sale of petroleum products, for a period of twenty (20) years from the date of this instrument. Such covenant shall run with the land for said twenty (20) year period and be binding upon GRANTEE, its successors, personal representatives and assigns during said time period. GRANTEE expressly agrees to make any deed or lease of the property entered into by it subject to this covenant.

Current property taxes and all assessments on the property described above shall be prorated as of the date of delivery of this Special Warranty Deed.

VALVOLINE does hereby covenant with GRANTEES to warrant and defend title to the property described above against the lawful claims and demands of all persons claiming by, through or under VALVOLINE; however, VALVOLINE's liability or obligation pursuant to this special warranty for any one claim or demand or all claims and demands in the aggregate shall, in no event, exceed the amount of consideration paid by GRANTEE as stated herein.

IN WITNESS WHEREOF, VALVOLINE has caused its name to be subscribed hereto by its duly authorized Executive Vice President as of the day and year first above written.

Executed and Acknowledged
Before the Undersigned
Attesting Witnesses:

Dana M. Ware

Wendy F. Ousley

VALVOLINE INSTANT OIL CHANGE, INC.

Benjamin F. Lowe

By: Benjamin F. Lowe
Its: Executive Vice President

ATTEST

Joyce C. Benton

By:
Its: Secretary

SEAL

STATE OF KENTUCKY)
) SS
COUNTY OF FAYETTE)

BOOK 8060 PAGE 110

On this the 6th day of March, 1990, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Benjamin F. Lowe, with whom I am personally acquainted, and who acknowledged himself to be the Executive Vice President of VALVOLINE INSTANT OIL CHANGE, INC., the within named corporation, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Executive Vice President.

In witness whereof I hereunto set my hand and official seal.

Bonita R. Dawson
Notary Public

My Commission Expires: BONITA R. DAWSON My commission expires May 17, 1992

This Instrument Prepared By:

Robert L. McClelland
Robert L. McClelland
301 East Main Street
Suite 1200
Lexington, Kentucky 40507

State of Tennesse
County of Wilson

The actual consideration or value, whichever is greater, for this transfer is $75,000.00. Subscribed and sworn to before me, this the 6th day of March, 1990.

X N. Karene Fletcher
Affiant

Robert Evans Lee
Notary Public

My commission expires:

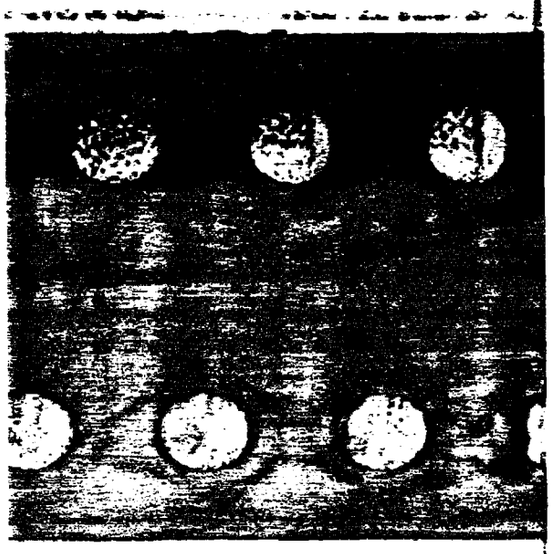
8-26-90

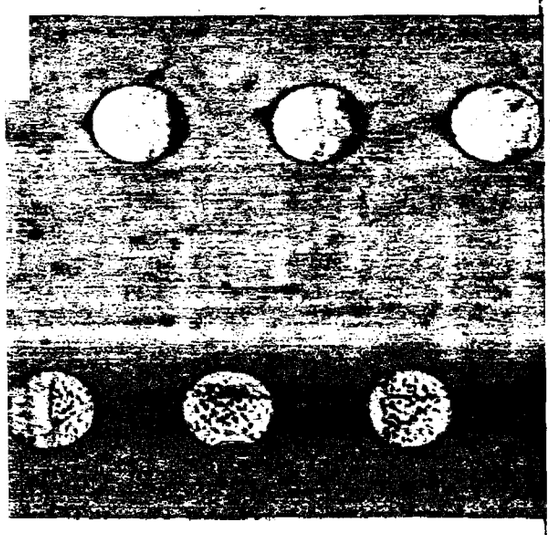
09033

IDENTIF. REFERENCE

MAR 8 8 51 AM '90

DAVIDSON COUNTY TN.





OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8060 PAGE 111

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 75000.00
CON TX 247.50
PRFEE 1.00
MDEED 9.00
TOTAL 257.50
CHECK 257.50

03/08/90 01 08:50 0001 0371

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

09033

IDENTIF. REFERENCE

MAR 8 8 51 AM '90

DAVIDSON COUNTY TN.

No. 298863