(DIVDLENV)
(SSH)

93 NOV 12 PM 3:58

FELIX DAVIDSON REGISTER

85030

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That, **SERVICE STATION HOLDINGS INC.**, a Delaware corporation with its principal office at 200 Public Square, Cleveland, Ohio 44114-2375 ("SSH"), for Ten Dollars ($10.00) and other good and valuable consideration received to its full satisfaction of **ADCOCK'S SERVICE CENTER, INC.**, a Tennessee corporation, whose tax mailing address is 413 Old Hickory Boulevard, Madison, Tennessee 37115 ("Grantee"), does hereby grant, bargain, sell and convey unto Grantee, and its heirs, devisees, legal representatives, successors and assigns, as the case may be, that certain real property located at 413 Old Hickory Boulevard and Delaware in the Community of Madison, County of Davidson, and State of Tennessee, and being the same real property conveyed to SSH by deed recorded in Book 7987, Page 908 of the public records of said County, as more fully described in Exhibit "A" attached hereto and made a part hereof ("Land"), excepting therefrom all buildings, structures and improvements of any kind (whether or not classified as real property) and all personal property of whatsoever nature located thereon.

That, **BP EXPLORATION & OIL INC.** (formerly known as BP Oil Company), an Ohio corporation, with its principal office at 200 Public Square, Cleveland, Ohio 44114-2375 ("BP"), for Ten Dollars ($10.00) and other good and valuable consideration received to its full satisfaction of Grantee, does hereby grant, bargain, sell and convey unto Grantee, and its heirs, devisees, legal representatives, successors and assigns, as the case may be, all buildings, structures and improvements of any kind, if any, (whether or not classified as real property) located on and in the Land, excluding any equipment or other movable assets or personal property located thereon, and excluding any trade marks, service marks, trade names, trade dress, bullnoses on any canopies, logos, color schemes, designs, signage, sign poles, identifications, legends, slogans, advertising, advertising materials, patents, copyrights, patented or copyrighted materials, or any other proprietary rights or materials located thereon ("Improvements"), including those Improvements, presently located on and in the Land, which were conveyed to BP by deed recorded in Book 6488, Page 866 of the public records of said County.

For purposes of this Deed, SSH and BP shall be collectively referred to as "Grantor", and the Land and Improvements shall be collectively referred as the "Property".

TO HAVE AND TO HOLD unto Grantee, and the heirs, devisees, representatives, successors and assigns of Grantee, as the case may be, forever subject, however, to: (a) taxes and assessments, both general and special, not now due and payable; (b) building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority; (c) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record; (d) any state of facts that an accurate survey or independent inspection of the Property by Grantee or its agents would disclose; and (e) the restrictions, covenants and representations set forth herein.

Grantee represents and warrants that it is familiar with the condition of the Property and that GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY SHALL BE CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS-IS, WHERE-IS" CONDITION, EXCEPT AS EXPRESSLY EXCEPTED IN THE CONTRACT, AS DEFINED BELOW.

Grantee acknowledges that the Property has been used as a

service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons, and that such fuels, products or derivatives may have been spilled, leaked or otherwise discharged onto, into or from the Property.

Grantee acknowledges that underground storage tanks and product piping systems ("UST's") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl, lead or other "antiknock" compounds which have made such UST's unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Grantee expressly agrees not to use or permit the use of any such UST's for said purpose.

Except as expressly excepted in the Contract, as defined below, as of the Effective Date, as defined below, Grantee agrees to assume and hereby waives, releases, indemnifies, defends and holds harmless Grantor and its directors, officers, employees, contractors, agents, representatives, successors and assigns, from and against any and all claims, demands, damages, costs and expenses, including attorneys' fees, court costs, awards, settlements, judgments, penalties, fines, liens or causes of action, at law or in equity, including without limitation actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and any other applicable environmental laws, statutes, ordinances, rules, regulations or orders ("Laws"), arising out of or relating to the physical condition of the Property or other property abandoned thereon by Grantor, or arising out of or relating to the ownership or use of the Property after the date hereof.

Notwithstanding anything to the contrary contained herein, in the event that, after the date hereof, any governmental agency, entity, body, instrumentality, department or representative ("Government") shall notify Grantor that Grantor must undertake on the Property any testing, investigation or remediation of flammable explosives, hydrocarbons and/or petroleum products or fractions thereof (except as may be expressly provided in the Contract), radioactive materials, hazardous or toxic wastes, substances or materials, including but not limited to those materials and substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in the Laws ("Hazardous Materials"), Grantor shall immediately notify Grantee of same, Grantee shall promptly undertake the same, and Grantee shall immediately notify the Government that Grantee shall respond to such notice in the place of Grantor.

Notwithstanding the above, if: (i) Grantee fails to timely or properly undertake and pursue the required testing, investigation or remediation of the Hazardous Materials, or (ii) the Government insists that Grantor, not Grantee, undertake or pursue the required testing, investigation or remediation of the Hazardous Materials; then Grantor shall have the right and authority, without trespass, to enter the Property and to conduct the required testing, investigation and/or remediation of the Hazardous Materials. Grantor's entry on the Property and activities thereon shall not be deemed an admission of liability for such Hazardous Materials. While on the Property, Grantor shall have the right to install, maintain, operate, store, use and remove equipment, including but not limited to monitoring wells, recovery wells and other assessment or remediation equipment, to remove, remediate, store and test soils and groundwater therefrom and thereon and to otherwise take all actions required to comply with the Laws. Grantor shall exercise its right of entry onto the Property in a manner which does not unreasonably interfere with Grantee's use of the Property as set forth in the Contract, as defined below, and Grantor shall provide Grantee, within thirty (30) days of its written request, copies of all correspondence between Grantor and

the Government regarding Grantor's activities on the Property. Grantee shall not interfere with Grantor's right of entry, or actions taken pursuant thereto, and shall cooperate with Grantor in obtaining any permits, consents or approvals necessary for Grantor's actions taken with respect to the Property.

BP has reserved unto itself the right to enter the Property and to conduct certain tests, investigations and remediations thereof ("Access") in accordance with the terms of that certain Offer to purchase between Grantor and Grantee dated September 30, 1993 ("Contract") as amended by that certain Amendment to Offer to Purchase between Grantor and Grantee dated November 9, 1993. While BP exercises its right of Access, Grantee shall not be permitted to change the use of the Property unless and until BP has approved Grantee's plans, specifications and cost estimates for same, all as more fully set forth in the Contract. Finally, BP's Access shall not be interrupted by any transfer, assignment, conveyance, mortgage, lease, hypothecation or pledge by Grantee of the Property or Grantee's interests therein, although BP shall not have any obligations to such transferee unless and until Grantee has complied with certain conditions specified in the Contract.

The provisions of this Deed shall be deemed effective as of the earlier of the recordation of this Deed or 11-10-93 ("Effective Date"). The provisions of this Deed shall run with the land and shall be binding upon and inure to the benefit of the parties, their representatives, heirs, devisees, successors and assigns and any other person or entity expressly noted herein.

Grantor warrants and will defend its title to the Property against all lawful claims and demands made against said title by all persons claiming by, from, through or under Grantor, except as above noted.

IN WITNESS WHEREOF, the parties have hereunto set their hands and corporate seals, by their duly authorized officers, this 4th day of November, 1993.

WITNESSES:

By: Christine E. Lang
Print: Christine E. Lang

By: Elaine M. Svatos
Print: Elaine M. Svatos

By: Christine E. Lang
Print: Christine E. Lang

By: Elaine M. Svatos
Print: Elaine M. Svatos

SERVICE STATION HOLDINGS INC.

By: N.J. Maguire

Its: Manager, Divestment, BP Oil Company, Division of BP Exploration & Oil Inc.

Attest: J. Shoda

Its: Assistant Secretary

WITNESSES:

By: Christine E. Lang
Print: Christine E. Lang

By: Elaine M. Svatos
Print: Elaine M. Svatos

By: Christine E. Lang
Print: Christine E. Lang

By: Elaine M. Svatos
Print: Elaine M. Svatos

BP EXPLORATION & OIL INC.

By: N.J. Maguire

Its: Manager, Divestment

Attest: J. Shoda

Its: Assistant Secretary

APPROVED AS TO FORM AS TO FORM SM

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) §:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County, and State personally appeared the above-named **SERVICE STATION HOLDINGS INC.** by N.J. Maguire, its Manager, Divestment, BP Oil Company, Division of BP Exploration & Oil Inc. and J. Shoda, its Assistant Secretary, who are personally known to me and who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 4th day of November, 1993.

Sherry Deau
Notary Public
SHERRY DEAU
Notary Public - State of Ohio, Cuya. Cty.
My Commission Expires September 13, 1994

NOTARIAL SEAL · OHIO · STATE OF

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) §:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County, and State personally appeared the above-named **BP EXPLORATION & OIL INC.** by N.J. Maguire, its Manager, Divestment, and J. Shoda, its Assistant Secretary, who are personally known to me and who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 4th day of November, 1993.

Sherry Deau
Notary Public
SHERRY DEAU
Notary Public - State of Ohio, Cuya. Cty.
My Commission Expires September 13, 1994

NOTARIAL SEAL · OHIO · STATE OF

Madison, Tennessee
Delaware & Old Hickory
BP Site No. 24410

This instrument prepared by:

D. Frank Frisina, Esq.
BP Exploration & Oil Inc.
200 Public Square
Cleveland, Ohio 44114

CL5010/frs

Exhibit "A"

BOOK 9149 PAGE 969

Land in the 11th, formerly the 19th, Civil District of Davidson County, Tennessee, described according to survey made by Barge, Waggoner and Sumner, Inc., Engineers, August 17, 1956, as follows, to-wit:

BEGINNING at an iron pin at the northwest corner of the intersection of Old Hickory Boulevard (State Highway No. 45) and Delaware Avenue and proceeding thence along the north margin of the right of way of Old Hickory Boulevard south 85 deg. 35' west 200 feet to an iron pin also in said right of way; thence leaving the right of way of Old Hickory Boulevard and proceeding north 4 deg. 20' west 200 feet to an iron pin; thence north 85 deg. 35' east 200 feet to an iron pin in the west margin of the right of way of Delaware Avenue; thence along said right of way, south 4 deg. 20' east 200 feet to the point of beginning.

Being the same property conveyed to SERVICE STATION HOLDINGS, INC., by Deed of record in Book 7987, page 908, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $171,000.00.

David Adcock President
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10TH DAY OF NOVEMBER, 1993.

Carolyn Deeds
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11/20/96

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

ADDRESS OF NEW OWNER:

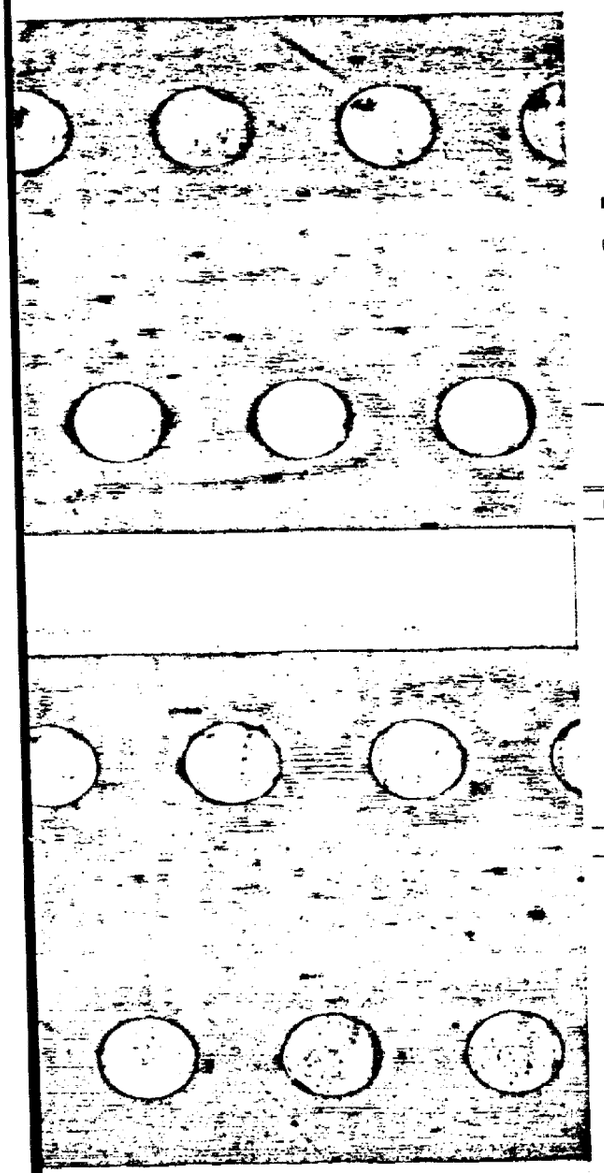
ADCOCK'S SERVICE CENTER, INC.
413 EAST OLD HICKORY BLVD.
MADISON, TN 37115

SEND TAX BILLS TO:

SAME

043-13-0
019.00

7615 11/12 0101 03CHECK 653.70



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

RECEIVED OF _____

FOR _____ BOOK 9149 PAGE 910

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 171000.00
CON TX 632.70
PRFEE 1.00
WDEED 20.00
653.70
CHECK 653.70

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11/12/93 01 10:39 0001 7615

85030 IDENTIFICATION REFERENCE

93 NOV 12 AM 10:39
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 721405