Exxon Company, U.S.A.
(a division of Exxon Corporation)
P. O. Box 2180
Houston, Texas 77252-2180

THIS DOCUMENT PREPARED BY:
Trammell Crow
601 Jefferson, Suite 3506
Houston, TX 77002

SPECIAL WARRANTY DEED

Map & Parcel NO.:
034-06-0042.00

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT EXXON CORPORATION, a New Jersey corporation, having an office at 800 Bell Street, Houston, Texas 77002-7426, hereinafter called "Grantor," for and in consideration of the sum of TWO HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED FIFTY-SEVEN AND NO/100 DOLLARS ($294,357.00) and other good and valuable consideration in cash paid by ASHLAND OIL, INC., a Kentucky corporation, P.O. Box 14000, Lexington, Kentucky 40512, hereinafter called "Grantee," the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto the said Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land lying and being in the City of Madison, County of Davidson, State of Tennessee, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes togther with the improvements located thereon (collectively, the "Property").

This conveyance is made by Grantor and accepted by Grantee subject to all valid and existing easements, rights-of-way, conditions, covenants, restrictions reservations, and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property.

As further consideration for this conveyance, Grantee, for itself, its heirs, legal representatives, successors and assigns, as applicable, hereby releases and forever discharges Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) and causes of action at law or in equity including, without limitation, any statutory causes of action, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, ("CERCLA") and the Resource Conservation and Recovery Act of 1976, as amended, ("RCRA") for injury (including death), destruction, loss of damage of any kind or character to the person or property of Grantee (and any subsequent owner of the Property, as applicable) and the employees, agents, servants and representatives of such parties, arising out of or in relation to any actual or alleged spills, leaks, or other discharges of motor vehicle fuel, or petroleum products or directives containing hydrocarbons on or into the Property.

As further consideration for this conveyance, Grantee shall be responsible for and shall defend (with counsel acceptable to Grantor) and indemnify Grantor from and against any loss, claim, damage or liability, to include property damage and personal injury and to include any claim made under CERCLA and RCRA asserted by any third party or public authority arising out of or in relation to any surface or subsurface contamination of the Property which may occur on the Property after the Effective Date, unless caused by the sole negligence of Grantor. If such property damage, personal injury or loss results from the joint negligence or willful misconduct of Grantor and the owner of the Property, the Property owner's duty of indemnification shall be in proportion to its allocable share of joint negligence or willful misconduct.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has signed this 21st day of October, 1994, but EFFECTIVE as of this 27th day of October, 1994, ("Effective Date").

GRANTOR:

EXXON CORPORATION

By: Joe T. McMillan
Name: JOE T. McMILLAN
Title: Vice President

ATTEST:

By: James E. Hill
Name: JAMES E. HILL
Title: Assistant Secretary

SWDLNB.doc
(08/31/93)
SP#5-0879tn/10-7-94

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BOOK 9512 PG 569

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, this day personally appeared JOE T. McMILLAN, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a Vice President of Exxon Corporation, the within named bargainor and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and Notarial Seal of Office in said State and County, this 21ST day of OCTOBER, 1994.

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 1996

Sue S Werner
Notary Public, State of Texas
My Commission Expires: 2-29-96

GRANTEE:

ASHLAND OIL, INC.

ATTEST:

By: Lillian D. Williams
Name: Lillian D. Williams
Title: Ass't. Sec.

MFD By:
Name: Craig Moughler
Title: ATTORNEY-IN-FACT

STATE OF ~~TENNESSEE~~ KENTUCKY §
§
COUNTY OF Fayette §

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, this day personally appeared Craig Moughler, with whom I am personally acquainted and who, upon oath, acknowledged himself to be ~~a~~ Attorney-In-Fact of ASHLAND OIL, INC., the within named bargainor and that she/he as such Attorney-In-Fact being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Attorney-In-Fact.

Witness my hand and Notarial Seal of Office in said State and County, this 25th day of October, 1994.

WENDY K. MONNETT NOTARY PUBLIC STATE AT LARGE

Wendy K. Monnett
Notary Public, State of ~~TENNESSEE~~ KENTUCKY
My Commission Expires:

WENDY K. MONNETT
My commission expires October 13, 1996

STATE OF TENNESSEE)
COUNTY OF WILSON)

The actual value or consideration, whichever is greater, for this transfer is $294,357.00.

Pamela L. Hillis
Affiant

Subscribed and sworn to before me this 3rd day of November, 1994.

Kathie B. Renner
NOTARY PUBLIC AT LARGE WILSON CO. TENN.

My Commission Expires: 11/10/97

4825 11/04 0101 03CHECK 1102-28

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(08/31/93)
SP#5-0879tn/10-7-94

SP #5-0879
Madison, Tennessee

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO
ASHLAND OIL, INC.
P.O. Box 14000
Lexington, Kentucky 40512

L&L# 2991

The following described real property in Davidson County, Tennessee, to-wit:

Being a tract of land in the Tenth Councilmanic District of Davidson County, Tennessee, and being Lot 6 on the Revision to the Resubdivision of Lot 5 of the Revised Master Plat of Rivergate Place, a commercial planned unit development as of record in Plat Book 6200, page 793, Register's Office for Davidson County, Tennessee (the "Revised Plat of Rivergate Place"), and described as follows:

From the centerline of Gallatin Pike southeasterly an approximate distance of 705.04 feet along the east margin of the 85 foot right-of-way of Myatt Drive to the point of beginning of this description, said point being an iron pin and the southwest corner of Lot 4 on the Resubdivision of Lots 4 and 5 of the Revised Master Plat of Rivergate Place; thence, along the southerly margin of Lot 4, N 54 degrees 28 minutes 01 seconds E, a distance of 85.92 feet to a point; thence S 35 degrees 31 minutes 57 seconds E, a distance of 17.00 feet to a point; thence N 54 degrees 28 minutes 00 seconds E, a distance of 116.00 feet to a point; thence S 35 degrees 31 minutes 57 seconds E, a distance of 129.0 feet to a point; thence S 54 degrees 20 minutes 00 seconds W, a distance of 193.37 feet to a point on the east margin of Myatt Drive; thence, along the east margin of Myatt Drive along a curve to the right with a radius of 5689.63 feet a distance of 146.25 feet to the point of beginning, and containing 0.618 acres, more or less.

Together with (1) a permanent non-exclusive easement for ingress and egress to the above-described property (hereinafter "Lot 6") on, over and across that portion of Lot 5 on the Revised Plat of Rivergate Place ("Lot 5"), which is shown cross-hatched in Exhibit "A"; (2) a permanent non-exclusive easement for ingress and egress to Lot 6 on, over across and through all of the other driveways as may be located from time to time on Lot 5 and the curb cuts and approaches on or adjacent to Lot 5; and (3) all of Sharondale's right, title and interest in and to the easements and other rights in respect to Lot 4 of the Master Plat of Rivergate Place, recorded in Book 6900, page 310, Register's Office for Davidson County, Tennessee, granted to Sharondale pursuant to Reciprocal Easement Agreement by and between Sharondale and Payless/Cashways, Inc., recorded in Book 7246, page 187, said Register's Office, as amended in Book 7485, page 492, said Register's Office, and further amended in Book 7763, page 383, and Book 7763, page 385, said Register's Office (such Reciprocal Easement Agreement as so amended, is hereinafter referred to as the "Reciprocal Easement"), but only to the extent that such easements and rights benefit the above-described property, and expressly reserving to Sharondale the concurrent right in common with Grantee to use and enjoy all such easements and rights for the benefit of Sharondale's adjoining property, Lot 5.

Being the same property conveyed to Exxon Corporation, a Delaware corporation, by deed from Mr. Lube U.S., a Texas general partnership, dated April 4, 1989, as of record in Deed Book 7834, Page 26, Registers's Office for Davidson County, Tennessee.

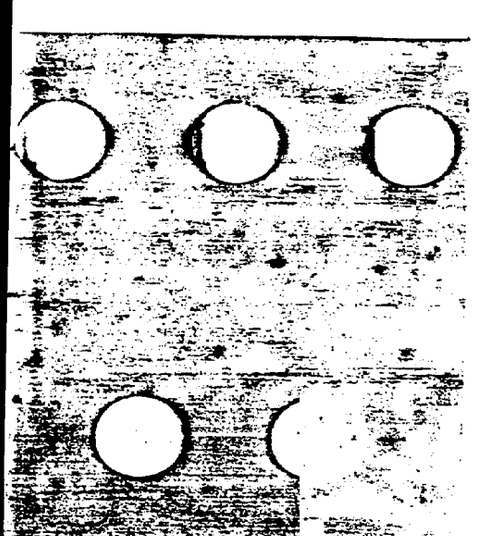
06252
IDENTIF. & REFERENCE

94 NOV -4 PM 12:55
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN.

MAIL ENV.

SWDLNB.doc
(08/31/93)
SP#5-0879tn/10-7-94





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

RECEIVED OF _____

FOR _____

BOOK 9512 PG 571

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
				294357.00
				CON TX 1089.28
				PRFEE 1.00
				WDEED 12.00
				TOTAL 1102.28
				CHECK 1102.28

11/04/94 01 12:55 0001 4926

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

06252
IDENTIF. ↑ REFERENCE

94 NOV -4 PM 12:55
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 851210