BOOK 9512 PG 572

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.:
163-00-0-337.00

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 FOUR HUNDRED EIGHTY-THREE THOUSAND TWO HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS ($483,277.00) 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 Antioch, County of Davidson, State of Tennessee, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes together 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, 19 94, but EFFECTIVE as of this 27th day of October, 1994, ("Effective Date").

GRANTOR:

EXXON CORPORATION

ATTEST:

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

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

SWDLNB.doc
(08/31/93)
SP#5-0962tn/10-7-94

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BOOK 9512PG573

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: 2-29-96

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

ATTEST:

By: Lillian D. Williams
Name: Lillian D. Williams
Title: Asst Sec

GRANTEE:

ASHLAND OIL, INC.

By: [signature]
Name: Craig Moughler
Title: ATTORNEY-IN-FACT

STATE OF ~~TEXAS~~ 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 2nd day of October, 1994.

Wendy K. Monnett
Notary Public, State of ~~TEXAS~~ 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 $483,237.00.

Pamela L. Gillett
Affiant

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

Kathie L. Renner
Notary Public

My Commission Expires: 11/10/97

KATHIE L. RENNER
NOTARY PUBLIC
WILSON CO. TENN.

94 NOV 4 PM 12:55
FELIX L. ... REGISTER
DAVIDSON COUNTY, TN

MAIL ENV.

06253
IDENTIF. # REFERENCE

SWDLNB.doc
(08/31/93)
SP#5-0962tn/10-7-94

SP #5-0962
Antioch, Tennessee

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

Property Description

Land in Davidson County, Tennessee, being part of Lot No. 3 on the Plan of The Carper Center, as of record in Book 4595, page 118, Register's Office for said County.

Beginning at a point in the northerly margin of Bell Road right of way, said point being the common corner of afore referenced property and B.P. Oil Company, as of record in Deed Book 6488, page 866; thence, with said road margin N 89degrees 19minutes 00seconds W, for a distance of 148.00 feet to a point; thence leaving Bell Road along a new line having a bearing of N 00degrees 41minutes 00seconds E, and a distance of 117.14 feet to a point; thence with another new line having a bearing of N 42degrees 26minutes 00seconds E and a distance of 54.25 feet to an existing point being a common corner of Parcel 199 and the South Central Bell property, as of record in Deed Book 6366, page 59; thence, with existing common line with South Central Bell S 47degrees 33minutes 00seconds E, a distance of 150.00 feet to a point in the westerly boundary of the B.P. Oil Company property; thence, with the common line S 00degrees 41minutes 00seconds W, a distance of 57.69 feet to the point of beginning containing 0.39 acres or 17,005 sq. ft., TOGETHER with a 30 foot permanent ingress-egress easement across Parcel 199 on Property Tax Map Number 163 of Davidson County, as recorded in Deed Book 4825, page 284, R.O.D.C., Tennessee, and more particularly described as follows:

Beginning at a point common to the southwest property corner of the South Central Bell property, as of record in Book 6366, page 59, and the afore referenced parcel 199; thence with the boundary line of a newly carved tract of which this easement is adjacent S 42degrees 26minutes 00seconds W for a distance of 54.25 feet to a point; thence leaving boundary line and crossing said parcel 199 with a bearing of N. 14degrees 21minutes 19seconds W and a distance of 70.17 feet to a point; thence running along an approximate 24 foot offset parallel to an existing 2 story brick building N 34degrees 04minutes 00seconds E for a distance of 128.79 feet to a point; thence N 21degrees 39minutes 00seconds E a distance of 24.15 feet to a point in the southerly margin of Cane Ridge Road right of way; thence with said margin S 68degrees 21minutes 00seconds E a distance of 30.00 feet to a point; said point being 62 feet from the corner of the South Central Bell property; thence leaving said road S 21degrees 39minutes 00seconds W a distance of 27.41 feet to a point; thence S 34degrees 04minutes 00seconds W a distance of 98.00 feet to a point; thence S 14degrees 21minutes 19seconds E for a distance of 40.61 feet to the point of beginning, containing 0.154 acres or 6,689 sq. ft.

Premises were conveyed to Arthur W. Viner and Thomas G. Davis, Jr., Trustees under the Restated Declaration of Trust, dated as of December 14, 1971, as amended establishing ICM Realty, Maryland Real Estate Investment Trust, having offices at 600 Third Avenue, New York, N.Y. of record in Book 4835, page 284, from Pan-Hans Properties, Ltd., a Georgia corporation, Register's Office for Davidson County, Tennessee, AS TO THE LAND EXCLUSIVE OF THE BUILDINGS, STRUCTURES, AND IMPROVEMENTS THEREON;

and conveyed to EastGroup Florida, Inc., a Florida corporation by Trustees Deed from George L. Mills, Jr., as Trustee in the Bankruptcy cases of Southern Hotel Associates, Ltd. and Gainesville P-H Properties, Inc., Case Number 87-00605-BKC-6PT and 87-00604-BKC-6P7, of record in Book 7862, page 196, Register's Office for Davidson County, Tennessee, AS TO THE BUILDINGS, STRUCTURES AND IMPROVEMENTS THEREON.

Being the same property conveyed to Exxon Corporation, a New Jersey corporation, by deed from Leland R. Speed, Managing Trustee, et. al., dated January 15, 1990, as of record in Book 8028, page 944, Register's Office, Davidson County, TN.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

4927 11/04 0101 03CHECK 1801.21

SWDLNB.doc
(08/31/93)
SP#5-0962tn/10-7-94



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

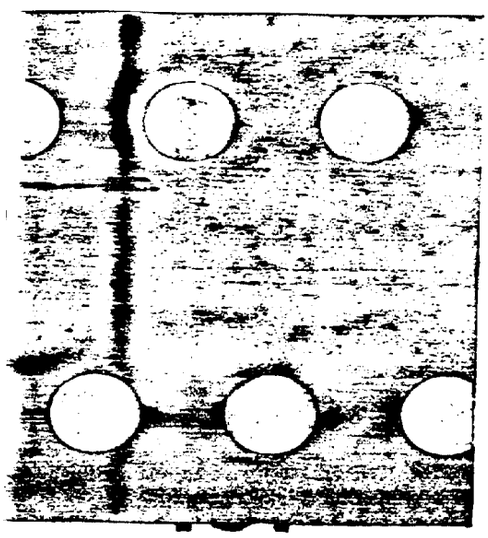
RECEIVED OF _____

FOR _____

BOOK 9512 PG 575

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 483277.00
CON TX 1788.21
PRFEE 1.00
MRTG TX 12.00
TOTAL 1801.21
CHECK 1801.21

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11/04/94 01 12:55 0001 4927

06253
IDENTIF. ↑ REFERENCE

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

No. 851211