To: Bot 36

This Instrument Prepared By:
Douglas Mock, Esquire
Exxon Company, U.S.A.
(a division of Exxon Corporation)
P. O. Box 2180
Houston, Texas 77252-2180

Map Parcel:

148-10-133.00

Address New Owner:
Golden Gallon, Inc.
P.O. Box 180603
Chattanooga, Tn 37406

Send Tax Bills to:
Golden Gallon, Inc.
P. O. Box 180603
Chattanooga, TN 37406

BOOK 9713 PG 705

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON § KNOW ALL MEN BY THESE PRESENTS:

THAT this Special Warranty Deed made this 23 day of June, 1995, by EXXON CORPORATION, a corporation created and existing under and by virtue of the laws of the State of New Jersey, and duly authorized to transact business in the State of Tennessee, as successor in interest to Humble Oil & Refining Company, a corporation created and existing under and by virtue of the laws of the State of Delaware, with an office and place of business at 800 Bell Street, Houston, Harris County, Texas 77002-7426, hereinafter referred to as "Grantor"; and GOLDEN GALLON, INC., a Tennessee corporation, of P.O. BOX 180603, CHATTANOOGA, TENNESSEE 37406-7603, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of TWO HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS ($270,000.00) to it paid, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto Grantee, its heirs and assigns, all that real property situated in the City of Nashville, County of Davidson, State of Tennessee, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and 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.

Grantee acknowledges that the Property has been used as an automobile service station for the storage, sale, transfer and distribution of motor vehicle fuel, petroleum products or derivatives containing hydrocarbons, and that such fuel, products or derivatives or other related substances may have been spilled, leaked, or otherwise discharged onto or into the Property causing contamination to the soil or groundwater on or under the Property.

Grantor has conducted an environmental site assessment to determine the presence of petroleum hydrocarbons in the soil or groundwater on and under the Property. The written reports setting forth the results of such assessment delineate the amount and location of any hydrocarbons identified in the soil and/or groundwater and establishes the "Baseline Condition" of the Property. If further testing or remediation is required by any governmental authority with jurisdiction over the environmental condition of the Property, the Baseline Condition shall be modified as Grantor reasonably deems appropriate based on the results of such tests.

Grantor will undertake such remediation of the Baseline Condition as Grantor reasonably deems necessary or appropriate to comply with applicable laws, regulations or government orders and will remediate the Baseline Condition to the levels required by applicable governmental authorities. Grantor shall not be responsible for investigation or remediation of (or any costs or expenses related to) any hydrocarbons or other contamination deposited on or into the Property after the date of recordation of this Deed ("Effective Date"), or for any increase in the levels of hydrocarbons or other contamination above the Baseline Condition after the Effective Date. The owner of the Property will be responsible for investigation and/or remediation of any hydrocarbons or other contamination deposited on or into the Property or migrating onto or into the Property after the Effective Date, or for any increase above the Baseline Condition level of hydrocarbons after the Effective Date. If either a leak, spill, or discharge of hydrocarbons or other contamination occurs (whether from on or off site) or the owner of the Property has reason to believe that such leak, spill, or discharge might have occurred on the Property after the Effective Date, but before Grantor has completed its remediation, the owner of the Property shall promptly notify Grantor and the appropriate governmental authorities. The owner of the Property shall pay to Grantor its pro-rata share of Grantor's increased cost of remediation attributable to such spill, leak, or discharge.

The owner of the Property shall assign to Grantor any and all right, claim or interest which the owner of the Property or the Property may have to payment or reimbursement by any third party or any governmental authority in connection with remediation of the Baseline Condition.

Grantor reserves the exclusive right to negotiate with any third party or governmental authority regarding testing and/or remediation efforts for any investigation or remedial work performed by Grantor pursuant to this Deed or which a third party or governmental authority may require.

During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and the owner of the Property will upon request provide to the other copies of all reports, correspondence, notices and communications sent to or received from any governmental authority regarding the environmental condition of the Property or any remediation and/or investigation at the Property.

GRANTOR'S REMEDIATION RESPONSIBILITIES SHALL INURE ONLY TO THE BENEFIT OF GRANTEE AND THE LENDING INSTITUTION HOLDING THE MORTGAGE TO FINANCE GRANTEE'S PURCHASE OF THE PROPERTY AND NOT TO SUBSEQUENT PURCHASERS, ASSIGNS, OR SUCCESSORS OF EITHER OR ANY OTHER PERSON OR ENTITY.

Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents and contractors for the purpose of conducting investigation and remediation operations. Grantor shall, to the extent practicable consistent with sound remediation practices, undertake such investigation and remediation actions in a manner that will not unreasonably disrupt any operations on the Property. Grantor will not be liable to the owner of the Property, its successors, assigns, tenants or users for business disruption or any other damage, injury or loss whatsoever resulting from such access. The owner of the Property shall be responsible for any cost or expense to relocate, repair, or replace investigation and/or remediation equipment resulting from the acts or omissions of the owner of the Property or its contractors, invitees, or employees and shall reimburse Grantor for such costs.

As further consideration for this conveyance, Grantee, for itself, its heirs, legal representatives, successors and assigns, as applicable, hereby releases, holds harmless, and forever discharges Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) or 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 or 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 derivatives containing hydrocarbons on or into the Property, except as to Grantor's obligation, if any, to remediate the Baseline Condition.

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 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 such 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 (except as expressly provided otherwise) 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 heirs and assigns, forever, subject to the provisions hereof and Grantor covenants with Grantee that Grantor is lawfully seized in fee simple of the above described property and that it has a good right to convey and that, 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 caused these presents to be subscribed by its Vice President, Joe T. McMillan, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, James E. Hill, all as authorized by the Board of Directors.

GRANTOR:

ATTEST:

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

EXXON CORPORATION

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

STATE OF TEXAS §
§
COUNTY OF HARRIS §

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 6TH day of APRIL, 1995.

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: FILE 9713 PG 708

ATTEST:

By: _____
Name: _____
Title: _____

GOLDEN GALLON, INC.

By: Ron Durham
Name: RON DURHAM
Title: PRESIDENT

STATE OF TENNESSEE §
§
COUNTY OF Rutherford §

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, this day personally appeared Ron Durham, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a President of GOLDEN GALLON, INC., the within named bargainor and that she/he as such 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 Pres.

Witness my hand and Notarial Seal of Office in said State and County, this 23 day of June, 1995.

Notary Public, State of Tennessee
My Commission Expires: _____

NOTARY PUBLIC
AT LARGE
Douglas A. Brace
My Commission Expires
January 24, 1998
STATE OF TENNESSEE

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BOOK 9713 PG 709

I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 270,000 —, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT:

EXXON CORPORATION

By: Joe T McMillan
Name: JOE T MC MILLAN
Title: Vice President

Subscribed and sworn to before me this the 6TH day of APRIL, 1995.

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

0073889
IDENTIF. & REFERENCE

95 JUN 27 PM 3:06
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

SP #5-0074
Nashville, Tennessee

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO
GOLDEN GALLON, INC.
P.O. BOX 180603
CHATTANOOGA, TENNESSEE 37406-7603

BOOK 9713 PG 710

3475 96/27 3151 03DHED 1024.00

Being a tract or parcel of real estate located in the First Civil District of Metropolitan Nashville - Davidson County, Tennessee and being more particularly described as follows:

Beginning at a iron pin found, said iron pin being the north west corner of the herein described property and the south west corner of the Duke Associates property as described in deed book 8044, page 591 of the Registers Office of Davidson County, Tennessee, said point being located on the east right-of-way of the relocated Ezell Road:

THENCE with the south line of Duke Associates South 75 Degrees 01 Minutes 50 Seconds East, a distance of 222.95 feet to a iron pin found:

THENCE South 12 Degrees 40 Minutes 00 Seconds West, a distance of 172.95 feet to a iron pin found at the south east corner of the Exxon Corporation property as described in deed book 8190 page 322 of the Registers Office of Davidson County, Tennessee:

THENCE North 65 Degrees 13 Minutes 13 Seconds West, a distance of 47.77 feet to a iron pin found:

THENCE South 23 Degrees 51 Minutes 08 Seconds West, a distance of 29.88 feet to a concrete right-of-way monument on the north right-of-way of Haywood Lane:

THENCE with the north right-of-way of Haywood Lane North 75 Degrees 07 Minutes 49 Seconds West, a distance of 110.34 feet to a chiseled "X" on the concrete:

THENCE North 14 Degrees 51 Minutes 50 Seconds East, a distance of 4.40 feet to a iron pin found:

THENCE around a curve to the right through a central angle of 15 Degrees 31 Minutes 58 Seconds, an arc distance of 30.63 feet, a radius of 113.00 feet and a chord bearing of North 66 Degrees 43 Minutes 24 Seconds West with a distance of 30.54 feet to a iron pin found:

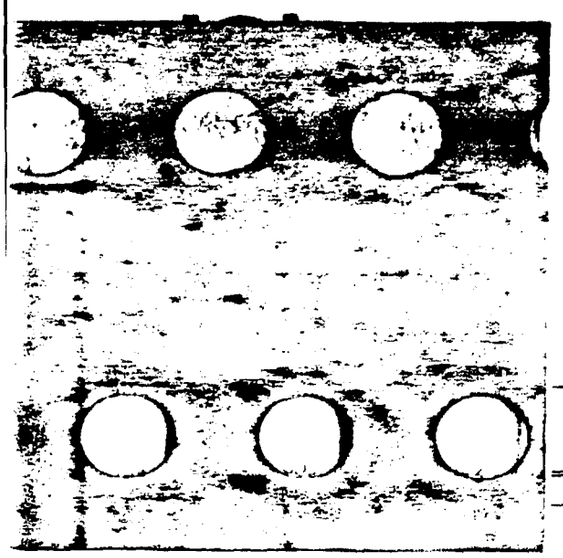
THENCE around a curve to the right through a central angle of 53 Degrees 50 Minutes 23 Seconds, an arc distance of 31.01 feet, a radius of 33.00 feet and a chord bearing of North 31 Degrees 50 Minutes 07 Seconds West with a distance of 29.88 feet to a point:

THENCE around a curve to the right through a central angle of 17 Degrees 44 Minutes 31 Seconds, an arc distance of 59.76 feet, a radius of 193.00 feet and a chord bearing of North 03 Degrees 45 Minutes 37 Seconds East with a distance of 59.52 feet to a iron pin found:

THENCE with the east right-of-way of Ezell Road North 12 Degrees 41 Minutes 17 Seconds East, a distance of 106.81 feet to the POINT OF BEGINNING.

Containing 41,093 square feet or 0.94 acres, more or less.

Being the same property conveyed to Humble Oil & Refining Company, a Delaware Corporation by deed from James Richard Vernon and wife, Patti Vernon, of record in Book 4237, page 280,Register's Office for Davidson County, Tennessee. Humble Oil & Refining Company has since merged into Exxon Corporation, a New Jersey Corporation on January 1, 1973 of record in Book 4673, page 144, and by deed conveyed to Exxon Corporation, a New Jersey Corporation by deed from Duke Associates No. 54 Limited Partnership organized in and pursuant to the Laws of Indiana of record in Book 8190, page 322, Register's Office for Davidson County, Tennesse



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

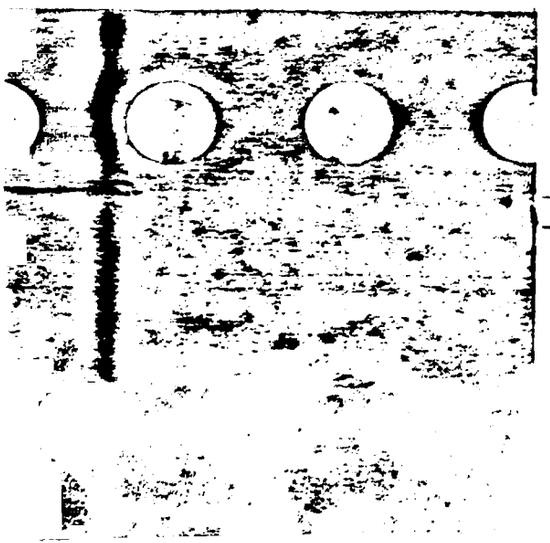
RECEIVED OF _____

FOR _____

BOOK 9713 PG 711

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



MAMT
270000.00
MOR TX 999.00
PRFEE 1.00
TDEED 24.00
1024.00
CHECK 1024.00
06/27/95 01 15:07 0001 5455

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0073889
IDENTIF. ↑ REFERENCE

95 JUN 27 PM 3:06
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 924650