* Owner/Responsible Taxpayer

* CP Nolensville, LLC
* 2100 RiverEdge Parkway, Suite 1030
* Atlanta, Georgia 30328
* Source of Grantor's Title
* Deed recorded under Register's No. _____
* Davidson County, TN
* Tax Parcel: Map _____, Group _____
* Parcel _____

STATE OF OHIO)
) §
COUNTY OF CUYAHOGA)

The actual consideration, or value, whichever is greater for this transfer is Four Hundred Twenty Five Thousand and No/100 Dollars ($425,000.00)
BP EXPLORATION & OIL INC.

P.N. Brasse
AFFIANT

APPROVED
AS TO FORM
AS TO FORM-SM

Subscribed and sworn to before me, this 15th day of September, 1995.

Cecilia M. Martaus
NOTARY PUBLIC

My Commission Expires: _____

CECILIA M. MARTAUS, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

(DIV)
(VACANT)

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 **CP NOLENSVILLE, LLC** a Georgia limited liability company, whose tax mailing address is 2100 RiverEdge Parkway, Suite 1030, Atlanta, Georgia 30328 ("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 Haywood & Nolensville in the County of Davidson, and State of Tennessee, and being the same real property conveyed to SSH by deed recorded in Book 8532, Page 248 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.**, 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 (whether or not classified as real property) located on and in the Land ("Improvements"), including those Improvements presently located in, on or under the Land, including any such Improvements which were conveyed to BP by deed recorded in Book 8532, Page 248 of the public records of said County, excluding any equipment or other movable assets or personal property located thereon (which such equipments or other movable assets or personal property, if any, shall be conveyed by separate bill of sale), 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.

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".

1. **WARRANTY**. 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.

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, and none other, except as noted herein.

2. **USE RESTRICTION**. This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restriction and covenant that the Property shall not be used as (i) an automobile service station, (ii) car wash, (iii) automobile repair facility, (iv) for any business which is designed and operated primarily for the sale or distribution of gasoline, motor vehicle fuels, tires, batteries, automotive parts and accessories or other petroleum products or (v) Convenience Store (as hereinafter defined). For purposes of this restriction, the term "operated primarily" shall mean that at least fifteen percent (15%) of the annual gross revenues of such business are derived from such operation. Notwithstanding the foregoing, such restriction and covenant shall not prohibit the operation of a Revco (including, without limitation any freestanding Revco), Eckerd, Walgreens, Big B Drugs, Drug Emporium or any similar business operation, providing such business operations shall not entail the retail sale or distribution of gasoline or other motor vehicle fuels. Such restriction and covenant shall run with the Property for the benefit and protection of any adjoining property of Grantor and/or any other property of Grantor used and operated by Grantor or its representatives for such prohibited purposes within a distance of five (5) miles from the Property, whether owned or leased by Grantor or its representatives during said twenty (20) year period. For purposes of this paragraph the term "Convenience Store" shall mean and refer to a retail store having no more than 2,500 square feet of retail space and operated in a similar fashion to a Seven Eleven, Majik Market or Circle K as operated in January 1995 in the metropolitan Atlanta area.

3. **ENVIRONMENTAL CONSIDERATIONS**.

a. **Prior Use**. 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 IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS-IS, WHERE-IS" CONDITION.

b. **Contamination**. Grantee acknowledges that flammable explosives, hydrocarbons and/or petroleum products or fractions thereof, 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, hereinafter defined ("Hazardous Materials"), may exist on the Property as of the Effective Date, hereinafter defined ("Contamination"). Grantee hereby waives and releases Grantor from all liability for the Contamination including any testing, investigation and/or remediation ("Remediation") thereof, Grantee hereby acknowledging that Grantor is not responsible for the Remediation of the Contamination and agreeing to seek recourse, if at all, for Losses, hereinafter defined against the parties who caused the same.

c. **Grantor's Access**. If after the Effective Date, any governmental agency, entity, body, instrumentality, department or representative ("Government") insists that Grantor, not Grantee, undertake or pursue the Remediation of the Contamination, then Grantor shall have the right and authority, but not the obligation, to enter the Property and to conduct the Remediation of the Contamination, all without trespass. 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 that certain Offer to Purchase between Grantor and Concordia Partners, LLC, as subsequently assigned to Grantee, dated March 29, 1995 ("Contract") 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.

d. **Future Contamination**. Grantee acknowledges that Hazardous Materials may come to exist on the Property after the Effective Date ("Future Contamination"). Grantee hereby waives and releases 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 ("Losses"), 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, statues, ordinances, rules, regulations or orders ("Laws"), arising out of or relating to Future Contamination and/or the Remediation thereof.

4. **MISCELLANEOUS**. The provisions of this Deed shall be deemed effective as of the earlier of the recordation of this Deed or 10-10-95 ("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.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, **BP EXPLORATION & OIL INC.** has hereunto set its hand and corporate seal, by its duly authorized officers, this 15th day of September, 1995.

WITNESSES:

By: _____
Print: Ann M. Wachter

By: _____
Print: Barbara A. Tillinghast

By: _____
Print: Ann M. Wachter

By: _____
Print: Barbara A. Tillinghast

SERVICE STATION HOLDINGS INC.

By: _____
P.W. Brasse

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

Attest: _____
J. Shoda

Its: Assistant Secretary

APPROVED AS TO FORM AS TO FORM-SM

WITNESSES:

By: _____
Print: Ann M. Wachter

By: _____
Print: Barbara A. Tillinghast

By: _____
Print: Ann M. Wachter

By: _____
Print: Barbara A. Tillinghast

BP EXPLORATION & OIL INC.

By: _____
P.W. Brasse

Its: Manager, Real Estate

Attest: _____
J. Shoda

Its: Assistant Secretary

011620

95 OCT 27 AM 10:18

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TN.

PICK-UP

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) **S:**
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **SERVICE STATION HOLDINGS INC.** by P.W. Brasse, its Manager, Real Estate, 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 15TH day of September, 1995.

NOTARIAL SEAL STATE OF OHIO

Cecilia M Martaus
Notary Public

CECILIA M. MARTAUS, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) S:
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 P.W. Brasse, its Manager, Real Estate, 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 15TH day of September, 1995.

NOTARIAL SEAL STATE OF OHIO

Cecilia M Martaus
Notary Public

Haywood & Nolensville
Nashville, Tennessee
BP Site No. 02505

This instrument prepared by:

R. Reed King, Esq.
BP Exploration & Oil Inc.
200 Public Square
Cleveland, Ohio 44114

AW9129w/frs

EXHIBIT "A"

LEGAL DESCRIPTION
BP Site #02505

Property located in the 30th Councilmatic District of Nashville, Davidson County, Tennessee, being Lot Number 1 on the Second Revision, Resubdivision of Lots 1 and 2, Sovran Bank Plat, of record in Plat Book 8250, page 13, R.O.D.C., Tennessee, and being more particularly described according to a survey by Joseph G. Petrosky Associates, Inc. dated June 26, 1991, as follows:

Beginning at a point, said point being an existing railroad spike in concrete on the southwestern right-of-way of Nolensville Pike, opposite the intersection of said Pike and Haywood Lane, said point also being the northeast corner of Lot Number 2 on the above-mentioned Sovran Bank Plat; thence, following the southwestern right-of-way of Nolensville Pike with a curve to the right having a radius of 2622.00 feet, a central angle of 04 degrees 31 minutes 18 seconds, an arc length of 206.92 feet, a tangent of 103.52 feet and a chord bearing and length of south 36 degrees 41 minutes 41 seconds east 206.87 feet (Plat 206.70 feet) to an existing iron pin; thence leaving said southwestern right-of-way, south 55 degrees 18 minutes 46 seconds west 235.83 feet (Plat 236.01 feet) to an existing iron pin; thence, with a curve to the left having a radius of 2386.00 feet, a central angle of 05 degrees 24 minutes 19 seconds, an arc length of 225.09 feet, a tangent of 112.63 feet, and a chord bearing and length of north 36 degrees 56 minutes 00 seconds west 225.01 feet (Plat 225.00 feet) to an existing iron pin in concrete; thence, north 59 degrees 40 minutes 16 seconds east 238.09 feet (Plat 238.82 feet) to the point of beginning.

LESS AND EXCEPT any portion of the property used for public right-of-way.

Containing 50,870 square feet or 1.168 acres.

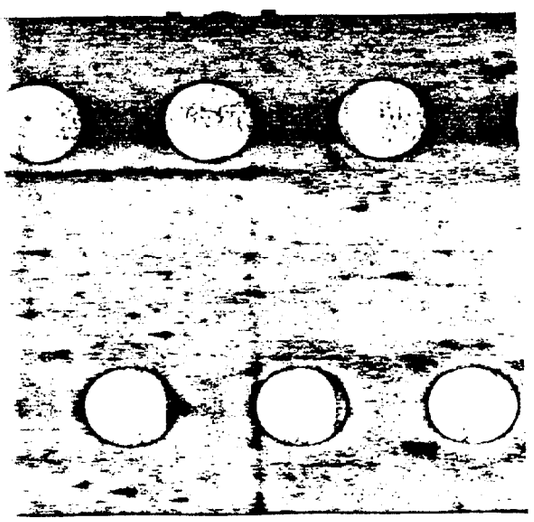
1597.50 03CHECK 11:01 95/07/27

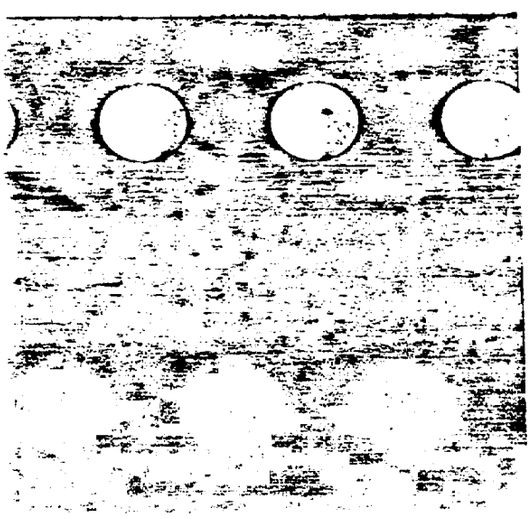
OFFICIAL RECEIPT

FELIX Z WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE





RECEIVED OF _____

FOR _____

BOOK 9839 PG 854

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

CAPT
425000.00
CON TX 1572.50
PRFEE 1.00
MGEED 24.00
TOTAL 1597.50
CASH 1597.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

95 OCT 27 AM 10: 18

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

011642O
IDENTIFICATION REFERENCE

No. 969992