File Box 24

BOOK 10125 PG 236

(DIVENV)
(SSH)

SPECIAL WARRANTY DEED

119-04-0 134.00

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 **NATIONAL CAR WASH, 304 THOMPSON LANE, LLC**, a Tennessee limited liability company, whose tax mailing address is 6054 Temple Road, Nashville, Tennessee 37221 ("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 Thompson Lane & Murfreesboro Road in the County of Davidson, and State of Tennessee, and being the same real property conveyed to SSH by deed recorded in Book 7987, Page 882 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 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 ("Improvements"), including those Improvements presently located in, on or under the Land which were conveyed to BP by deed recorded in Book 6488, Page 866 and were retained by BP by deed recorded in Book 7987, Page 882 of the public records of said County, excluding any equipment or other movable assets or personal property located thereon (which such equipment 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.

SSH hereby warrants and will defend its title to the Land, and BP hereby warrants and will defend its title to the Improvements, 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 in whole or in part, directly or indirectly for a period of ten (10) years from the date this Deed is recorded, for automobile service station, convenience store, automobile repair purposes, or for the sale, offering for sale, storage or distribution of any gasoline, motor vehicle fuels, lubricants, tires, batteries, automotive parts and accessories, other petroleum products or convenience store items. Such restriction and covenant of Grantee shall run with the Property for the benefit and protection of any adjoining property of Grantor and/or other property of Grantor used and operated by Grantor or its representatives for such purposes within a distance of five (5) miles from the Property, whether owned or leased by Grantor or its representatives during said ten (10) year period. Such restriction and covenant shall not, however, prohibit the storage of motor fuels, lubricants, other petroleum products or convenience store items on the Property solely for the use or consumption by Grantee or other occupants of the Property.

3. **ENVIRONMENTAL CONSIDERATIONS**.

a. **Prior Use**. 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 ("Petroleum Products"). 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, EXCEPT AS PROVIDED IN SUBSECTION B BELOW.

b. **Hydrocarbons**. For purposes hereof, the term "Hydrocarbons" shall be defined as those petroleum hydrocarbons existing on or migrating from the Property as of the Effective Date, as defined below, which Grantor and/or its employees, licensees or agents may have caused to be spilled, leaked or otherwise discharged onto, into or from the Property prior to the Effective Date. BP has reserved unto itself the right to enter the Property and to conduct certain testing, investigations and/or remediation ("Remediation") of the Hydrocarbons in accordance with the terms of that certain Offer to Purchase between Grantor and Grantee dated April 16, 1996 and First Addendum and Second Addendum thereto (collectively "Contract"). While BP exercises its right of access, Grantee shall not be permitted to develop or 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 right of 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.

c. **Other 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 ("Hazardous Materials"), other than Hydrocarbons, may exist on the Property as of the Effective Date ("Other Contamination"). Grantee hereby agrees to assume and hereby waives and releases Grantor from all liability for the Other Contamination, including any Remediation thereof, Grantee hereby acknowledging that Grantor is not responsible for the Remediation of the Other Contamination and agreeing to seek recourse, if at

all, against the parties who caused the same. Grantee hereby agrees to indemnify, defend and hold 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 ("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, statutes, ordinances, rules, regulations or orders ("Laws"), arising out of or relating to the Other Contamination, the Remediation thereof, or the physical condition of the Property or other property abandoned thereon by Grantor.

d. **Grantor's Access**. If after the Effective Date, Grantee should default in its obligation to assume the Remediation of the Other Contamination, and if, as a consequence, any governmental agency, body, instrumentality, department or representative ("Government") shall notify Grantor that Grantor must undertake the Remediation of the Other Contamination, 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.

However, if: (i) Grantee fails to timely or properly undertake and pursue the Remediation of the Other Contamination, or (ii) the Government insists that Grantor, not Grantee, undertake or pursue the Remediation of the Other Contamination; then Grantor shall have the right and authority, but not the obligation, to enter the Property and to conduct the Remediation of the Other Contamination, all without trespass. Grantor's entry on the Property and activities thereon shall not be deemed an admission of liability for such Other Contamination. 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 above, 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.

e. **Future Contamination**. Grantee acknowledges that Hazardous Materials may come to exist on the Property after the Effective Date ("Future Contamination"). Grantee hereby agrees to assume, and hereby waives, releases, and agrees to indemnify, defend and hold harmless Grantor and its directors, officers, employees, contractors, agents, representatives, successors and assigns, from and against any and all losses 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 7-12-96 ("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.

On December 31, 1991, BP Exploration Inc. merged into BP Oil Company. As a result of the merger, the name of BP Oil Company was changed to BP Exploration & Oil Inc.

IN WITNESS WHEREOF, the parties have hereunto set their hands and corporate seals, by their duly authorized representatives, this 11th day of June, 1996.

WITNESSES:

By: Sherry Dean
Print: Sherry Dean

By: H.W. Pearsall
Print: H. W. Pearsall

By: Sherry Dean
Print: Sherry Dean

By: H.W. Pearsall
Print: H. W. Pearsall

SERVICE STATION HOLDINGS INC.

By: K.M. Sweda
K. M. Sweda

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

Attest: J. Shoda

Its: Assistant Secretary

WITNESSES:

By: Sherry Dean
Print: Sherry Dean

By: H.W. Pearsall
Print: H. W. Pearsall

By: Sherry Dean
Print: Sherry Dean

By: H.W. Pearsall
Print: H. W. Pearsall

APPROVED AS TO FORM AS TO FORM-SM

BP EXPLORATION & OIL INC.

By: K.M. Sweda
K. M. Sweda

Its: Manager, Real Estate Outsourcing

Attest: J. Shoda

Its: Assistant Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, K. M. Sweda, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who upon oath, acknowledged himself to be the Manager, Real Estate Outsourcing * of **SERVICE STATION HOLDINGS INC.**, a corporation, the within named grantor, and **J. SHODA**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged herself to be the **Assistant Secretary**, of **SERVICE STATION HOLDINGS INC.**, a corporation, the within named grantor, and that they, as such representatives, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of the corporation by themselves as such representatives.

WITNESS my hand and official seal at office in Cuyahoga County, Ohio this 11th day of June, 1996.

My Commission Expires:

Barbara A. Tillinghast
Notary Public

* BP Oil Company Division of BP Exploration & Oil Inc.

BARBARA A. TILLINGHAST
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Nov. 5, 2000

BOOK 10125 PG 240

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) S:
COUNTY OF CUYAHOGA)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, K. M. Sweda, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who upon oath, acknowledged himself to be the Manager, Real Estate Outsourcing of **BP EXPLORATION & OIL INC.**, a corporation, the within named grantor, and **J. SHODA**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged herself to be the **Assistant Secretary**, of **BP EXPLORATION & OIL INC.**, a corporation, the within named grantor, and that they, as such representatives, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of the corporation by themselves as such representatives.

WITNESS my hand and official seal at office in Cuyahoga County, Ohio this 11th day of June, 1996.

Barbara A. Tillinghast
Notary Public

My Commission Expires:

BARBARA A. TILLINGHAST
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Nov. 5, 2000

Thompson Lane & Murfreesboro
Nashville, TN
BP Site No. 24440

This instrument prepared by:

Cecilia M. Martaus
Of Counsel
BP Exploration & Oil Inc.
200 Public Square
Cleveland, Ohio 44114

JS6049/bt

(FOR RECORDING DATA ONLY)

BOOK 10125 PG 241

Property Address 304 Thompson Lane
Nashville, TN

Mail Tax Bills to: (Person or Agency reaponsible for payment of taxes)

304 Thompson Lane National Car Wash, Inc.

6054 Temple Road

Nashville, Tennessee 37221

This instrument prepared by:

Cecilia M. Martaus, Of Counsel

BP Exploration & Oil Inc.
200 Public Square

Cleveland, OH 44114

State Tax .....$.....

Registar's Fee 50

Recording Fee 6.00

Total .....$.....

T.G. #

Return To:

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is

$ 280,000.00

which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

BP Exploration & Oil Inc.

BY: _____ Affiant

K. M. Sweda

APPROVED
AS TO FORM
AS TO FORM-SM

Subscribed and sworn to before me this 11th day of June 19 96

_____ Notary Public

BARBARA A. TILLINGHAST
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Nov. 5, 2000

My commission expires:

96 JUL 18 AM 11:02
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION/REFERENCE

0204976

22-Oct-93

AMP/form

5744 07/18 0101 03CHECK 1065.00

TN-24440

City of Nashville

County of Davidson

State of Tennessee

Site No. 24440

Exhibit A

Land in Davidson County, Tennessee and being part of the J.L. Bugg property on the Map of Section 3 of Glencliff Estates as of record in Book 1424, Page 1, R.O.D.C., Tennessee and more particularly described as follows:

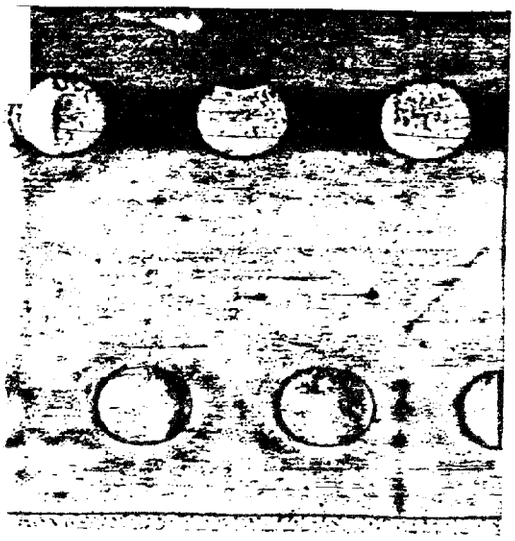
BEGINNING at a point on the southeasterly margin of Thompson Lane, said point being 286.7 feet northeast of the radius return of Lawndale Drive with Thompson Lane; thence leaving said R.O.W. S 49° 28' E 258.38 feet to iron pin; thence N 53° 39' 20" E 142.18 feet to a brass cap ; thence N 39° 07' W 255.10 feet to a brass cap in the southeasterly margin of Thompson Lane R.O.W.; thence with said R.O.W. S 52° 41' W 188.52 feet to the point of beginning, said tract containing 0.96 acres, more or less.

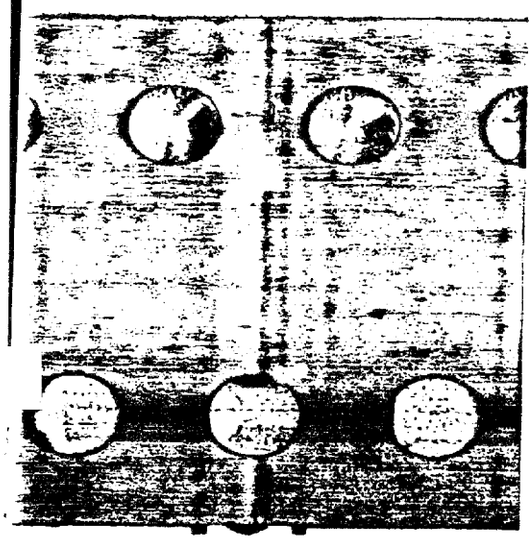
There is also a perpetual easement for unobstructed ingress and egress over and across the northwesterly corner of the H.G. Hills Realty Company property(adjacent to this tract) reserved for the exclusive use of Gulf Oil Corporation, now B.P. Oil, Incorporated, described as follows:

BEGINNING at a point in the northeast corner of the above described tract; thence S 39° 07' E 50.0 feet to a point; thence N 52° 25' 46" E 36.31 feet to a point; thence N 49° 38' 42" W 51.0 feet to a point; thence S 52° 41' W 27 feet to the point of beginning.

LESS AND EXCEPT all highways and legal rights of way.

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





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

RECEIVED OF _____

FOR _____

BOOK 10125 PG 243

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 280000.00
CON TX 1036.00
PRFEE 1.00
TDEED 28.00
ERR CO
TDEED 28.00-
MDEED 28.00
TOTAL 1065.00
CHECK 1065.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

07/18/96 01 11:05 0001 6744

0204976
IDENTIFICATION REFERENCE

96 JUL 18 AM 11:02
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 1064395