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BOOK 10725 PG 718

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THIS INSTRUMENT PREPARED BY:
R. Reed King, Esq.
BP Exploration & Oil Inc.
200 Public Square
Cleveland, Ohio 44114-2375

108-0-5
108-0-170

MAIL RECORDED DOCUMENT TO:

Name: Farris, Warfield & Kanaday, PLC (Cmc)
Address: 424 Church Street 18th Floor
City, State, Zip: Nashville TN 37027

97 DEC 1 PM 3:10
(DIVENV)

0381475
IDENTIF. & REFERENCE

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **BP EXPLORATION & OIL INC.** (formerly BP Oil Company, formerly Sohio Oil Company and successor in interest to BP Oil Inc.), an Ohio corporation, with its principal office at 200 Public Square, Cleveland, Ohio 44114-2375 ("Grantor"), for Five Hundred Ten Thousand Dollars ($510,000.00) and other good and valuable consideration received to its full satisfaction from **TENNESSEE VENTURES INN**, whose tax mailing address is P. O. Box 1700, Helena, Montana 59624 ("Grantee"), does hereby grant, bargain, sell and convey unto Grantee and its heirs, devisees, representatives, successors and assigns that certain real property located at I-40 & Donelson Pike in the City of Nashville, County of Davidson and State of Tennessee and being a portion of the same real property conveyed to Grantor by deed recorded in Book 6488, Page 866 of the public records of said County, as more fully described in Exhibit "A" attached hereto and made a part hereof, together with Grantor's right, title and interest in and to all buildings, structures and other improvements located thereon, excluding any advertising, trade names, trade marks, trade dress, service marks, signs, sign poles, slogans, identifications, copyrights or copyrighted materials of Grantor located thereon ("Property").

TOGETHER WITH all of Grantor's right, title and interest in and to those certain easements reserved in the instrument recorded in Book 4352, Page 188, Register's Office for Davidson County, Tennessee, which easements are hereby quitclaimed unto Grantee.

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 in whole or in part, directly or indirectly for a period of twenty-five (25) years from the date this Deed is recorded, for automobile service station, convenience store, car wash, 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 twenty-five (25) 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.

b. **Hydrocarbons**. Grantee acknowledges that 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 may exist on the Property as of the Effective Date ("Hydrocarbons"). Grantor has reserved unto itself certain rights to enter the Property and to review development plans and participate in development of the Property in accordance with the terms of that certain Offer to Purchase between Grantor and Grantee dated October 15, 1997 ("Contract").

c. **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, as defined below ("Hazardous Materials"), other than Hydrocarbons, may exist on the Property as of the Effective Date ("Other Contamination"). Grantee hereby waives and releases Grantor

and its directors, officers, employees, contractors, agents, representatives, successors and assigns from all liability for the Hydrocarbons and Other Contamination, including without limitation, any Remediation thereof and the need to operate a groundwater treatment system on the Property, Grantee hereby acknowledging that Grantor is not responsible for the Remediation of the Hydrocarbons and Other Contamination or the operation of any groundwater treatment system on the Property.

d. **Grantor's Access**. If after the Effective Date, any governmental agency, body, instrumentality, department or representative ("Government") requires that Grantor undertake or pursue the Remediation of Hydrocarbons or 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 Hydrocarbons or 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 Hydrocarbons or 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 first 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 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 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 December 16, 1997 ("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.

Sohio Oil Company became the successor to BP Oil Inc. by Agreement of Merger dated July 31, 1986.

Sohio Oil Company changed its name to BP Oil Company by Amendment to its Articles of Incorporation on January 31, 1989.

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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, BP EXPLORATION & OIL INC. has hereunto set its hand and corporate seal, by its duly authorized representatives, this 12th day of December, 1997.

WITNESSES:

By: _____
Print: Ann M. Wachter

By: _____
Print: Cecilia Martaus

By: _____
Print: Ann M. Wachter

By: _____
Print: Cecilia Martaus

BP EXPLORATION & OIL INC.

By: _____
K. M. Sweda

Its: Manager, Real Estate Outsourcing

Attest: _____
Eileen M. Gressock

Its: Assistant Secretary

SEAL

APPROVED
AS TO FORM
AS TO FORM-SM

CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
) §:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared K. M. Sweda and J. Shoda, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged themselves to be the Manager, Real Estate Outsourcing and Assistant Secretary of **BP EXPLORATION & OIL INC.**, the within named grantor, an Ohio corporation, and that they executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as Manager, Real Estate* and Assistant Secretary.

*Outsourcing

WITNESS my hand and official seal at office in Cuyahoga County, Ohio this 12th day of December, 1997.

_____
Notary Public

NOTARIAL SEAL OHIO STATE OF

My Commission Expires:

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

I-40 & Donelson Pike
Nashville, TN
BP Site No. 24452

aw9374/bt

#24452

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EXHIBIT "A"

LYING in the Third Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a monument at the intersection of the Northerly right of way line of Interstate Highway #40 and the westerly right of way line of Donelson Pike; thence S 77° 26' W along the northerly right of way line of Interstate Highway #40 a distance of 325.6 feet to a monument; thence N 85° 37' W a distance of 928.0 feet to an iron pin in a ditch; thence N 2° 05' E a distance of 226.0 feet to a monument; thence S 86° 04' E a distance of 659.72 feet to a monument in the easterly line of Claridge Drive; thence along the Easterly line of Claridge Drive for an arc distance of 126.97 feet, said line being a concave curve to the Northwest having a chord bearing of N 47° 21' E and a chord distance of 126.8 feet*; thence S 86° 04' E a distance of 500.5 feet to a monument in the Westerly right of way line of Donelson Pike; thence S. 12° 25' E along the Westerly right of way line of Donelson Pike a distance of 101.8 feet to a monument; thence S 17° 37' W continuing along the Westerly right of way line of Donelson Pike a distance of 147.4 feet to the place of beginning, containing 7.595 acres and according to a survey thereof by Hickerson and Hickerson, engineers, dated February 8, 1964, and revised July 6, 1964.

BEING the same property conveyed to GULF OIL CORPORATION, by deeds of record in book 3833, page 665, and in book 3833, page 667, both of record in Register's Office for Davidson County, Tennessee.

LESS AND EXCEPT that certain parcel of land conveyed by GULF OIL CORPORATION (acting through Gulf Oil Company - U.S., a division of Gulf Oil Corporation) to James F. Glover and C.O. Turner III (as Trustees), by deed of record in book 4352, page 188 in Register's Office of Davidson County, Tennessee, and more particularly described as follows:

LYING in the third civil district of Davidson County, Tennessee, and beginning at a monument at the intersection of the northerly right of way line of interstate highway #40 and westerly right of way line of Donelson Pike and running thence south 77° 26' west along the northerly right of way line of I-40 20.76 feet to a point; thence north 12° 34' west 20 feet to a point; thence south 77° 26' west 20 feet to a point; thence south 12° 34' east 20 feet to a point in said line of

insert the following at the asterisk symbol shown above (*):

thence north 42 degrees 17' east 10.21 feet to a point

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

said interstate highway; thence continuing with said line of said highway south 77° 26' west 284.84 feet to a monument; thence north 85° 37' west 928 feet to an iron pin; thence north 2° 5' east 226 feet to a monument; thence south 86° 4' east 659.72 feet to a monument in the easterly right of way line of Claridge Drive; thence with said line of Claridge Drive in a northeasterly direction for an arc distance of 126.97 feet, said line being a curve concave to the northwest having a chord bearing of north 47° 21' east and a chord distance of 126.8 feet; thence north 42° 17' east 10.21 feet to a point; thence south 86° 4' east 300.5 feet to an iron pin; thence south 4° 3' east 196.20 feet to an iron pin; thence north 77° 26' east 200 feet to a point in the westerly right of way line of Donelson Pike; thence with said line of said pike south 17° 37' west a distance of 106.45 feet to the point of beginning.

BEING a portion of the same property conveyed to BP Oil Inc. by that certain deed from Gulf Oil Corporation dated January 10, 1985 and recorded February 7, 1985 in Book 6488, Page 866.

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

#24452

(FOR RECORDING DATA ONLY) BOOK 10725 PG 724

Property Address 590 Donelson Pike
Nashville, TN 37214

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

Tennessee Ventures Inn

P.O. Box 1700

Helena, Montana 59624

This instrument prepared by:

R. Reed King, Esq.

BP Exploration & Oil Inc.

200 Public Square

Cleveland, Ohio 44114-1725

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

$510,000.00

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

APPROVED
AS TO FORM
AS TO FORM-SM

Subscribed and sworn to before me this 12th

day of DECEMBER 19 97

_____
Notary Public

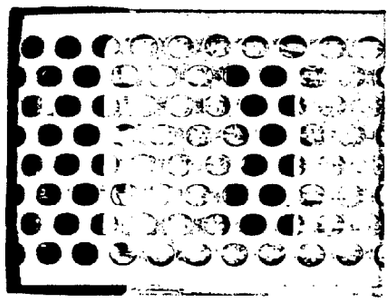
My commission expires:

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

22-Oct-93

AMP/form

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



RECEIVED OF _____

FOR _____

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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
510000.00
CON TX 1887.00
PRFEE 1.00
~~ROFEE 28.00~~
~~TOTAL 1916.00~~
CHECK 1916.00

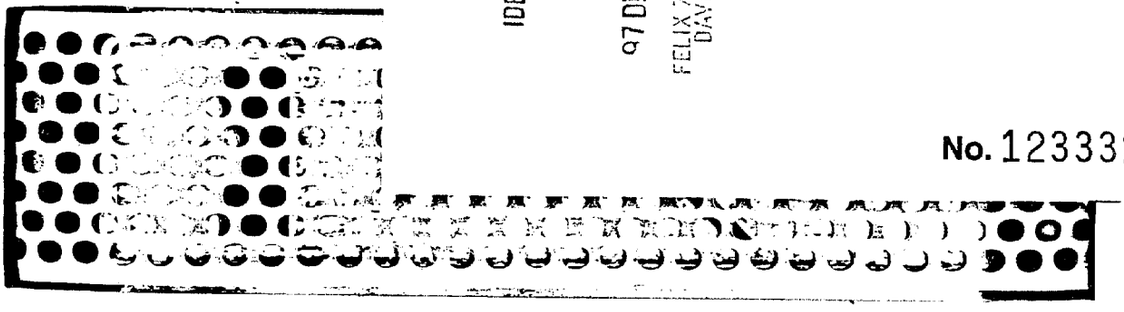
RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/17/97 01 15:13 0001 2574

038145 IDENTIF. # REFERENCE

97 DEC 17 PM 3:10

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



No. 1233324