Prepared by: KARLA RODGERS
CALFee Halter & Griswold LLP
800 Superior AVE
1400 McDonald Investment Center
Cleveland, OH 44114-2688

BOX 49

STATE OF TENNESSEE

COUNTY OF DAVIDSON

THIS INDENTURE, made this 25th day of November, 1998, between **NATIONAL AUTO/TRUCKSTOPS, INC.**, a Delaware corporation, as party of the first part, and **MICHAEL NACARATO, JR.**, an individual, of the County of DAVIDSON and State of Tennessee, as party of the second part.

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WITNESSETH

That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable consideration, in hand paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hereby sells and conveys unto the said party of the second part, its heirs and assigns, forever, the certain tract of lands situated and being in the County of Davidson, State of Tennessee, as more fully described on Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

TO HAVE AND TO HOLD the said land, together with all and singular the hereditaments and appurtenances of and to the same, belonging or in anywise appertaining to the said party of the second part, its heirs and assigns, forever; provided, however, that the foregoing shall be subject to the restriction set forth in Exhibit B, attached hereto and incorporated herein by reference, which restrictions shall run with the land for a period of twenty-five (25) years from the date of recording this Indenture.

AND the said party of the first part for the party of the second part, its heirs and representatives, do covenant and agree to and with the party of the second part, its heirs and assigns, that party of the first part is lawfully seized of the Premises in fee simple; that party of the first part has good right and lawful corporate authority to sell and convey the Premises; that party of the first part will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under the party of the first part, but against no other, and that the Premises is free of all liens and encumbrances, except building and zoning ordinances, easements, covenants, and restrictions record, and real property taxes and assessments, which are a lien but not yet due and payable.

41463 - GK

Said party of the first part, by and through its duly authorized officer, and said party of the second part have hereto set their hands and affixed their seals the day and year first above written.

NATIONAL AUTO/TRUCKSTOPS, INC.

BY: Steven C Lee (SEAL)
TITLE: Steven C Lee, V.P. & Gen'l Counsel

Signed, sealed and delivered
in the presence of:

Brenda I Meacham
Witness

Gary A. Tournerd
Witness

ATTEST

SECRETARY

Witness

Witness 11-25-98

MICHAEL NACARATO, JR.

STATE OF Ohio

COUNTY OF Cuyahoga

Before me, a Notary Public, in and for said Cuyahoga County, duly commissioned and qualified, personally appeared Steven C. Lee, 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 VP & Legal Counsel of National Auto/Truckstops, Inc., a Delaware corporation, the within named bargainer, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Steven C. Lee.

Witness by my hand this 20th day of November, 1998, in Westlake, Ohio.

Cary M. Leiden
Notary Public State at Large
Cary M. Leiden
Printed Name

My commission expires: May 10, 1999

CARY M. LEIDEN
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires May 10, 1999

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, a Notary Public, in and for said DAVIDSON County, duly commissioned and qualified, personally appeared Michael Nacarato, Jr., 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 within named bargainer, and that he executed the foregoing instrument for the purposes therein contained.

Witness by my hand this 25TH day of November, 1998, in Nashville, TENN.

Notary Public State at Large
G. THOMAS KIRK
Printed Name

My commission expires:

THOMAS KIRK JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires 7-27-2002

EXHIBIT A

Description of the Premises

Beginning at an iron rod situated in the westerly margin of Gould Boulevard, said point being in the southeasterly corner of the Union Oil Company of California property of record in Book 7590, Page 252, R.O.D.C., Tn.,

Thence, along said road, S 17deg53'47' E, a distance of 656.70 feet to a concrete monument,

Thence, along said road, along a curve to the left, having a central angle of 06deg51'48', a radius of 630.00 feet, a tangent of 37.78 feet, a length of 75.47 feet, and having a chord which bears S 21deg19'40' E, a distance of 75.42 feet to an iron rod,

Thence, leaving said road, S 72deg06'13' W, a distance of 239.88 feet to an iron rod,

Thence, S 44deg40'20' W, a distance of 209.48 feet to an iron rod situated in the easterly margin of Interstate Highway 24,

Thence, along said interstate, N 46deg23'22' W, a distance of 782.86 feet to an iron rod,

Thence, leaving such interstate, N 62deg04'53' E, a distance of 807.08 feet to the point of beginning and containing 10.160 acres of land more or less.

EXHIBIT B

Restriction

The Premises conveyed by party of the first part to party of the second part, pursuant to this Indenture, is subject to the following restrictions:

(a) prohibiting the use of the Premises, in whole or in part, directly or indirectly, for use as a truckstop, travelcenter or similar truck related business servicing trucks or vehicles for the commercial transportation of goods or people; and

(b) prohibiting the construction, erection or placement of a building, sign, improvement or other structure that would materially impair the visibility of the party of the first part's property, building, improvements, sign and sign structures located at 13011 Old Hickory Boulevard, Antioch, Tennessee, 37013, from Interstate 24.

Such restrictions and covenants of party of the second part shall run with the land and the Premises for a period of twenty-five (25) years from the date the Indenture is recorded in the Davidson County records (the "Expiration"). Notwithstanding the foregoing, the Premises may be used for the specifically permitted purposes of performing certain truck repair services serving only those trucks sold by party of the second part's truck dealership and Volvo and GMC truck warranty service associated with party of the second part's truck dealership to be constructed and operated on the Premises and for no other truck repair services. Party of the second part covenants and agrees for said twenty-five year period, the party of the second part, its successors and assigns, shall be strictly prohibited from posting general truck repair advertisements that refer to party of the second part performing general truck repair services at party of the second part's truck dealership located on the Premises and for no other purpose as is inconsistent with these restrictions. The parties hereto acknowledge and agree that monetary damages would be impossible to measure as a form of liquidated damages in the event of the breach of this restriction, and therefore the parties agree that this restriction may be enforced by specific performance or other equitable relief in addition to all other remedies available at law. Party of the second part shall cause these restrictions to be recited and included in any agreement or instrument creating any fee, leasehold, license or option in the Premises prior to the Expiration.

2065 11/25 0101 03CHECK 1725.00

FOR RECORDING PURPOSES:

0517298 IDENTIF. & REFERENCE

98 NOV 25 PM 4:42

BILL GARNETT REGISTER
DAVIDSON COUNTY, TN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transaction is $ 460,000.00

Michael J Nacarato Jr
Affiant

Subscribed and sworn to before me this the 25th day of November, 1998

NOTARY AT LARGE
Notary Public

Commission Expires:

MASKIL STATE OF TENNESSEE

My Commission Expires 7-27-2002

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER:
MICHAEL J. NACARATO JR 215 DERBY GLEN LN. BRENTWOOD TN 37027	SAME	183 - 31

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

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RECEIVED OF _____

FOR _____

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	
				460000.00
			CON TX	1702.00
			PRFEE	1.00
			WDEED	20.00
			CFEE	2.00
			TOTAL	1725.00
			CHECK	1725.00
		11/25/98	01	16:42 0001 2065

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0517298
IDENTIF. ↑ REFERENCE

98 NOV 25 PM 4:42

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

No. 1377105