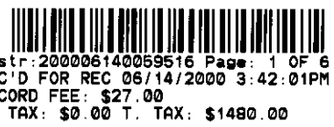
(1)

Box 36

THIS INSTRUMENT PREPARED BY:
R. Reed King, Esq.
BP Amoco
4850 East 49th Street, MBC1-L
Cuyahoga Heights, Ohio 44125

MAIL RECORDED DOCUMENT TO: Send tax bills to

Name: KIMBRO EQUITIES I
Address: P O BOX 23089
City, State, Zip: NASHVILLE, TN 37202



(DIVENV)
RBCA Form
Use Restriction

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **BP EXPLORATION & OIL INC.**, an Ohio corporation, with its principal office at 4850 East 49th Street, MBC1-L, Cuyahoga Heights, Ohio 44125, Attn: Real Estate Department ("**Grantor**"), for Four Hundred Thousand U.S. Dollars ($400,000.00) and other good and valuable consideration received to its full satisfaction from **KIMBRO EQUITIES I**, a Tennessee general partnership, whose tax mailing address is 2200 Clifton Avenue, Nashville, Tennessee 37203 ("**Grantee**"), does hereby grant, bargain, sell and convey unto Grantee and its representatives, successors and assigns, that certain real property located at Murfreesboro at Spence in the City of Nashville, County of Davidson and State of Tennessee, and being the same real property conveyed to Grantor by deed recorded in Volume 10724, Page 459 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, and all easements appurtenant thereto, but excluding any advertising, trade names, trade marks, trade dress, service marks, signs, sign poles, slogans, identifications, copyrights or copyrighted materials of any BP Entity, as defined below ("**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 in whole or in part, directly or indirectly, for a period of fifteen (15) years from the Effective Date, as defined below, 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 property used and operated by Grantor, its parents, affiliates or subsidiaries, or their respective representatives for such purposes on the Effective Date and within a distance of five (5)

miles from the Property, whether owned or leased by Grantor, its parents, affiliates or subsidiaries, or their respective representatives during said fifteen (15) 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. **UST'S**. Grantee acknowledges that underground storage tanks and associated product piping systems ("**UST's**") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl lead or other "antiknock" compounds which have made such UST's unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Grantee expressly agrees not to use or permit the use of any such UST's for said purpose.

b. **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. 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 EXISTING ON THE EFFECTIVE DATE, EXCEPT AS PROVIDED IN SUBSECTION C BELOW.

c. **Hydrocarbons**. For purposes hereof, the term "**Hydrocarbons**" means those petroleum hydrocarbons existing on or migrating from the Property as of the Effective Date, 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. Grantor has reserved unto itself the right of access onto the Property, in connection with the Hydrocarbons, to perform certain defined environmental "**BP's Tests**" and/or certain defined environmental "**Work**", all as more fully set forth in that certain Purchase and Sale Agreement among Grantor, Grantee and Kimbro Oil Company, a Tennessee corporation, dated May 10, 2000 ("**Agreement**"). While Grantor retains such right of access, no excavation, construction, demolition, regrading, repaving, landscaping or other development activity may be performed by anyone on the Property unless and until Grantor has approved in writing plans and specifications for the same, all as more fully set forth in the Agreement. Grantee may not assign the Agreement in whole or in part without the prior written consent of Grantor, which Grantor may withhold in its sole discretion, all as more fully set forth in the Agreement. Subject to Grantor's contractual obligations in the Agreement, if any, with respect to the Work, Grantee hereby waives and releases Grantor and its parents, subsidiaries and affiliates, and their respective directors, officers, employees, contractors, agents, representatives, successors and assigns (collectively, the "**BP Entities**") from and against any claims, demands, damages, liabilities, costs or expenses, including reasonable 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 any federal, state or local statutes, ordinances, rules, regulations or orders ("**Laws**"), including without limitation 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., as amended, and any other applicable environmental Laws, directly or indirectly arising out of or relating to the Hydrocarbons and/or the performance of any environmental assessment, monitoring, remediation or other related corrective action activities required under the applicable environmental Laws ("**Corrective Action**") therefor.

d. **Other Contamination**. Grantee acknowledges that flammable explosives, hydrocarbons, 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 waives and releases the BP Entities from and against any Losses directly or indirectly arising out of or relating to the Other Contamination and/or the performance of Corrective Action therefor.

e. **Future Contamination**. Grantee acknowledges that Hazardous Materials may come to exist on the Property after the Effective Date ("**Future Contamination**"). Grantee hereby assumes, waives, releases and agrees to indemnify, defend and hold harmless the BP Entities from and against any Losses directly or indirectly arising out of or relating to Future Contamination and/or the performance of Corrective Action therefor.

f. **Right of Entry**. If, after the Effective Date, any federal, state or local governmental agency, entity, body, instrumentality, department or representative ("**Government**") requires Grantor to undertake or pursue the performance of Corrective Action for Hazardous Materials, other than the Work, then Grantor shall have the right and authority, but not the obligation, to enter the Property and to conduct the performance of Correction Action for such Hazardous Materials, all without trespass. Grantor's entry on the Property and activities thereon shall not be deemed an admission of liability for such Hazardous Materials. While on the Property, Grantor shall have the right to install, maintain, operate, sample, remove and/or decommission monitoring points (including without limitation soil borings, monitoring wells and vapor points), recovery wells, remediation or treatment equipment, and an above-ground shed to house equipment to perform any such Corrective Action, and the right to take all actions required to comply with the Laws. Grantor shall exercise its right of entry in a manner which does not unreasonably interfere with Grantee's use of the Property as set forth in the Agreement, and Grantor shall provide Grantee, within thirty (30) days after Grantee's written request therefor, a copy of all final reports, notices or 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 required permits, licenses, approvals, consents or related documents for Grantor's actions taken with respect to the Property.

g. **Grantee's Tests**. After the Effective Date and during the Work, if Grantee intends to perform any environmental tests, then Grantee shall provide Grantor at least two (2) weeks prior written notice thereof, including a detailed scope of work for such environmental tests, and such environmental tests shall be subject to other limitations, all as more fully set forth in the Agreement.

4. **EXPOSURE RESTRICTION**. Grantee acknowledges that in Grantor's performance of BP's Tests or of any Work, Grantor may propose applying corrective action standards (including without limitation risk-based corrective action standards) and/or the use of exposure controls (such as use or resource restrictions) consistent with the Laws. To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use of the Property, this conveyance is made by Grantor and accepted by Grantee on the express condition and subject to the restrictions and covenants that: (i) the Property shall not be used or occupied (if used or occupied at all) for residential purposes; (ii) any building constructed on the Property shall have a slab-on-grade foundation with the top of the slab at or above surface level; and (iii) no water supply wells of any kind (including without limitation water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property (collectively, "**Exposure Restriction**"); provided, however, that the Exposure Restriction does not prohibit the installation or use of any compliance wells or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of BP's Tests or of any Work or used in connection with any other Corrective Action on the Property now or in the future. Grantee shall indemnify, defend and hold harmless the BP Entities from and against any Losses directly or indirectly arising out of or relating to any use of the Property which is in violation of or inconsistent with the Exposure Restriction. Grantor shall, at Grantee's request, release a portion or portions of the Exposure Restriction from the Property, on Grantor's receipt from Grantee of an acknowledgment from the Government, obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for property without that portion or portions of the Exposure Restriction and that the Government approves the releasing of that portion or portions of the Exposure Restriction.

5. **MISCELLANEOUS**. Grantee has granted to Grantor a continuing right of first refusal ("**Refusal Option**") to purchase or lease all or part of the Property or any additions thereto or any improvements or personal property then located thereon, on the same terms and conditions as contained in any bona fide offer made to Grantee within fifteen (15) years after the Effective Date ("**Refusal Term**"), all as more fully required in the Agreement. Any sale or lease of such property by Grantee shall be null and void unless and until Grantee has fully complied with such requirements. Without limiting Grantor's rights under the Agreement: (a) the Refusal Option shall run with the land during the Refusal Term and shall bind Grantee and Grantee's heirs, devisees, representatives, successors and assigns, and the failure of Grantor to exercise its Refusal Option in any one case shall not affect Grantor's right to exercise its Refusal Option thereafter; and (b) any sale or lease of such property to any third party during the Refusal Term shall be subject to this Refusal Option and all of the provisions, rights and options herein contained. No failure by Grantor to exercise its Refusal Option, nor any waiver by Grantor thereof, shall in any event be deemed or construed to be a waiver or release of any of Grantee's other obligations to Grantor under the Agreement or any other agreement between Grantor and Grantee.

The provisions of this Deed shall be deemed effective as of the earlier of the recordation of this Deed or June 1 2000 ("**Effective Date**"). The provisions of this Deed shall run with the land and each portion thereof, and shall be binding upon and inure to the benefit of the parties, their heirs, devisees, representatives, 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, BP EXPLORATION & OIL INC. has hereunto set its hand and corporate seal, by its duly authorized representatives, this 25TH day of May, 2000.

WITNESSES:

By: M. Mabini
Print: M. Mabini

By: Elaine M. Svatos
Print: Elaine M. Svatos

By: M. Mabini
Print: M. Mabini

By: Elaine M. Svatos
Print: Elaine M. Svatos

BP EXPLORATION & OIL INC.

By: John W. Cymanski
John W. Cymanski

Its: Divestment Manager

Attest: Laura Horvath
Laura Horvath

Its: Assistant Secretary

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 John W. Cymanski and J. Shoda, with whom I am personally acquainted, and who upon oath, acknowledged themselves, respectively, to be the Divestment Manager and Assistant Secretary of **BP EXPLORATION & OIL INC.**, the within named grantor, an Ohio corporation, and that they, as such representatives, being duly authorized so to do, executed the foregoing 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 25th day of May, 20 00.

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

Barbara A. Tillinghast
Notary Public

OATH OF CONSIDERATION

STATE OF TN)
)
COUNTY OF Davidson)

We, the undersigned Grantee of the foregoing deed, first being duly sworn, hereby make oath that the actual consideration or value, whichever is greater, for this transfer is $400,000.00.

KIMBRO EQUITIES I

By: William C. Kimbro

Its: Partner

Sworn to before me this 24th day of May, 2000.

Debra K. Dozier (L.S.)
NOTARY PUBLIC
My Commission Expires:
My Commission Expires MAY 23, 2002

DEBRA K. DOZIER NOTARY PUBLIC AT LARGE CHEATHAM COUNTY, TENN.

LH902

Exhibit A

Land in Davidson County, Tennessee, being the south-west part of Lot No. 17 on the Map of the Edward Trabue Subdivision as of record in Book 843, page 12, Register's Office, Davidson County, Tennessee, and more particular described as follows:

BEGINNING at a point in the northeasterly margin of Murfreesboro Pike at a concrete mon. which is located at a point 531 feet southeast of the intersection of Murfreesboro Pike and Spence Lane; thence leaving the margin of said Pike, N 37° 15' E 200.4 feet to an iron pin; thence N 17° 40' E 82.2 feet to an iron pin; thence with an old fence line, S 49° 15' E 265.6 feet to an iron pin; thence S 35° 00' W 265.1 feet to an iron pin in the northeast margin of Murfreesboro Pike; thence with the margin of same, N 52° 00' W 248 feet to the point of beginning, containing 1.53 Acres.

BEING the same property conveyed to BP Exploration & Oil Inc. by that certain deed from Service Station Holding Inc. dated November 3, 1997 and recorded December 17, 1997 in Book 10724, Page 459.

Tax Parcel # 106-00-0-071.00