Davidson County DEEDWARR
Recvd: 10/09/00 11:07 9pgs
Fees:39.00 Taxes:37.00
20001009-0100105

3196 37

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Fowzi Gouto 557 Sanga Rd. Cordova, TN 38018	Tax Parcel #59-139	Fowzi Gouto 557 Sanga Rd. Cordova, TN 38018
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (BKB) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Williams Express, Inc., formerly known as MAPCO Petroleum Inc. (the "Grantor") (See Schedule 1, attached hereto and incorporated herein by reference) has bargained and sold, and by these presents transfers and conveys to Fowzi Gouto, an individual, (the "Grantee"), Grantee's, heirs, successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Schedule 2, which is attached hereto and incorporated herein by this reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the matters described on Schedule 3, attached hereto and incorporated herein by reference, and the matters set forth in this Deed (collectively, the "Permitted Encumbrances").

This property is commonly known as 2700 Whites Creek Pike, Nashville, Tennessee.

Until September 1, 2005, the sale of gasoline, diesel and other motor vehicle fuels is prohibited on the Property. The foregoing restriction shall (i) run with land, (ii) be binding on Grantee and his heirs, successors and assigns, and (iii) inure to the sole benefit of Grantor and its successors and assigns.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $10,000.00.

Brenda K Boyd
Affiant

Subscribed and sworn to before me this 6 day of October, 2000.

Sharon Davis
Notary Public
My Commission Expires: 7/23/03

NOTARY PUBLIC AT LARGE

0666593.01
058700-002 08/30/2000

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants and binds itself, to warrant and forever defend the title to the Property to the Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, GUARANTEES AND ASSURANCES EXPRESSLY SET FORTH IN THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, GUARANTEES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS, GUARANTEES AND ASSURANCES REGARDING (I) THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCES (AS SUCH TERM IS DEFINED BELOW), (II) THE ENVIRONMENTAL CONDITION OF THE PROPERTY, (III) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY, (IV) THE QUALITY, NATURE, ADEQUACY OR CONDITION OF THE SOILS AND GROUNDWATER AT THE PROPERTY, (V) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR CONDITION OF ANY UTILITIES AT OR NEAR THE PROPERTY; (VI) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, (VII) THE VALUE, PROFITABILITY, HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (VIII) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY, (IX) THE EXISTENCE OF ANY PENDING OR THREATENED TAKING OF THE PROPERTY OR PORTION THEREOF BY CONDEMNATION OR EMINENT DOMAIN, (X) THE PROPERTY'S COMPLIANCE WITH ANY GOVERNMENTAL CONSTITUTION, STATUTE, LAW, ORDINANCE, CODE, REGULATION, RULE, ORDER RULING, DECREE OR JUDGMENT (INCLUDING, BUT NOT LIMITED TO, THE AMERICANS WITH DISABILITIES ACT) OR ANY COVENANT, CONDITION, RESTRICTION OR OTHER ENCUMBRANCE, OR (XI) THE CONDITION OF TITLE TO THE PROPERTY OR THE NATURE, STATUS OR EXTENT OF ANY EASEMENT, RIGHT OF WAY, ENCUMBRANCE, LICENSE, RESERVATION OR OTHER MATTER AFFECTING TITLE TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY "AS-IS, WHERE-IS" WITH ALL FAULTS AND ALL LATENT OR PATENT DEFECTS.

EXCEPT FOR CLAIMS ARISING OUT OF GRANTOR'S BREACH OF THE WARRANTIES SET FORTH THIS DEED, GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, HEREBY WAIVES, RELEASES AND DISCHARGES GRANTOR FROM ALL CLAIMS THAT GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, HAS OR MAY HAVE AGAINST GRANTOR RELATING TO THE PROPERTY, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, INCLUDING, NOT LIMITED TO, CLAIMS ARISING OR RESULTING FROM THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCES OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, IS WAIVING, RELEASING AND

DISCHARGING ALL CLAIMS FOR CONTRIBUTION OR INDEMNITY THAT GRANTEE, ITS SUCCESSOR AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE HAS OR MAY HAVE AGAINST GRANTOR OR ITS AFFILIATES, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, BASED, IN WHOLE OR IN PART, UPON THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONTAMINATION, INCLUDING WITHOUT LIMITATION, CLAIMS THAT MAY ARISE UNDER APPLICABLE ENVIRONMENTAL LAWS (AS SUCH TERM IS DEFINED BELOW), AND, GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND PARTIES CLAIMING BY, THROUGH OR UNDER GRANTEE, HEREBY ASSUMES ALL OBLIGATIONS AND LIABILITIES THAT GRANTOR OR ITS AFFILIATES MAY HAVE WHICH ARE RELATED TO THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS AND LIABILITIES ARISING OR RESULTING FROM THE PRESENCE ON OR DISCHARGE FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCES).

As used herein, (i) "Applicable Environmental Laws" means all governmental constitutions, statutes, laws, orders, ordinances, codes, rulings, regulations and decrees pertaining or related to the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.A. §§ 9601 to 9675, the Hazardous Materials Transportation Act, 49 U.S.C.A. § 5101 et seq., the Resource Conservation and Recovery Act , 42 U.S.C.A. §§ 6921 to 6939e, the Federal Water Pollution Control Act, 33 U.S.C.A. §§ 1251 to 1387, the Clean Air Act, 42 U.S.C.A. §§ 7401 to 7671q, the Emergency Planning and Community Right To Know Act, 42 U.S.C.A. §§ 11001 to 11050, the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601 to 2692, the Solid Waste Disposal Act, 42 U.S.C.A. §§ 6901 to 6992k, the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to 2761, and the environmental laws of the State of Tennessee, as the same may be amended from time to time, and (ii) "Hazardous Substances" means all hazardous or toxic substances, materials and wastes and all pollutants, contaminants and other substances which are now or hereafter listed, defined, or regulated under Applicable Environmental Laws. Without limiting the generality of the foregoing, "Hazardous Substances" shall specifically include polychlorinated biphenyl, asbestos (friable and non-friable), radon, urea formaldehyde, petroleum products (including gasoline, diesel fuel and oil), hydrocarbons, petroleum derived constituents and containers with hazardous waste residue.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 30th day of August, 2000.

GRANTOR:

Williams Express, Inc.

By: James C. Alligood
James C. Alligood
President

LEGAL REC'D BY OPERATIONS

State of Tennessee)
)
County of Davidson)

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, **James C. Alligood**, 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 President of Williams Express, Inc., a Delaware corporation, the within named bargainer, and that he as such President, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by himself as such officer.

Witness my hand seal at office this 30th day of August, 2000.

BESSIE CARROLL
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 23 2002

Bessie Carroll
NOTARY PUBLIC

My Commission Expires: 3/23/02

Schedule 1

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MAPCO PETROLEUM INC.", CHANGING ITS NAME FROM "MAPCO PETROLEUM INC." TO "WILLIAMS EXPRESS, INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF APRIL, A.D. 1999, AT 2:15 O'CLOCK P.M.

Edward J. Freel, Secretary of State

AUTHENTICATION: 9848361

DATE: 07-06-99

0681805 8100

991265896

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:15 PM 04/29/1999
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CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

MAPCO PETROLEUM INC., a company organized and existing under and by virtue of the General Corporation Law of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said Company, by unanimous written consent dated April 12, 1999, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Company:

RESOLVED that the Board of Directors of the Company hereby recommends and declares advisable an amendment to Article FIRST of the Company's Certificate of Incorporation to change the name of the Company so that, as amended, said Article FIRST shall be and read as follows:

"FIRST: The name of the Company is:

Williams Express, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the sole stockholder has given unanimous written consent to said amendment in accordance with the provisions of section 228 of the General Corporation Law of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of sections 242 and 228 of the General Corporation Law of Delaware.

IN WITNESS WHEREOF, said MAPCO PETROLEUM INC. has caused this certificate to be signed by Shawna L. Gehres, its Secretary, this 12th day of April, 1999.

MAPCO PETROLEUM INC.

By: Shawna L. Gehres
Shawna L. Gehres
Secretary

Schedule 2

Commencing at a point in the north R.O.W. margin of Moormans Arm Road, said point being located 83.46 feet from the west R.O.W. margin of Whites Creek Pike; thence with the R.O.W. margin of Moormans Arm Road S 82°41' W 120.54 feet to an iron rod; thence leaving the R.O.W. margin of Moormans Arm Road N 13°19' W 50.0 feet to an iron rod; thence N 24°34' W 83.97 feet to an iron rod; the point of beginning; thence continuing on the same bearing N 24°34' W 95.0 feet to an iron rod; thence N 58°56' E 135.0 feet to an iron rod in the western R.O.W. margin of Whites Creek Pike; thence with said R.O.W. along the chord of a curve having a radius of 2894.9 feet and a length of 110.06 feet, S 32°26' 23" E 110.06 feet to an iron rod; thence leaving said R.O.W. S 64°57' W 149.21 feet to the point of beginning, said tract containing 14,487 square feet, 0.33 acres, more or less.

Schedule 3

List of Permitted Encumbrances

(1) Taxes and assessments for the year 2000 and subsequent years.

(2) Reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record.

(3) Streets, rights-of-way and highways encumbering the Property.

(4) Unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters that would be revealed by an accurate survey or inspection of the Property.

(5) The rights that the public and upper and lower riparian owners have in any waters present on the Property.