Map Parcel 40.280

Prepared by:

Advantage Title & Escrow
3354 Perimeter Hill Dr
Suite 142
Nashville TN 37211
615.777.2011

~~Lee R. Sussman, Esquire~~

BP Site No. 1586
Nashville, Tennessee

First B Realty, L.P.
P.O. Box 8216
Waco, Texas 76714

SPECIAL WARRANTY DEED

Davidson County DEEDWARR
Recvd: 04/12/01 14:04 8pgs
Fees:35.00 Taxes:407.00
20010412-0036094

STATE OF TENNESSEE :
SS:
COUNTY OF DAVIDSON : KNOW ALL MEN BY THESE PRESENTS:

THAT First B Realty, L.P., a Texas limited partnership, having an address of P. O. Box 8216, Waco, Texas 76714 ("Grantor"), for and in consideration of the sum of One Hundred Ten Thousand Dollars ($110,000.00) cash to it in hand paid by CAROLYN L. BURNETT, an individual ("Grantee"), the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") situate at in the City of Nashville, Davidson County, Tennessee, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

BEING the same premises which BP Exploration & Oil, Inc. ("BP"), an Ohio corporation, by Special Warranty Deed effectively dated December 10, 1997, and recorded with the Clerk's Office of Davidson County, Tennessee, immediately prior to the recording hereof granted and conveyed unto Grantor.

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 the right of Grantor and Grantor's predecessor in title, BP to reenter as described herein and: (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 (collectively, the "Permitted Encumbrances").

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 and indirectly for a period of twenty-five (25) years from the Effective Date (as hereinafter defined) 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, automative parts and accessories, other petroleum products or convenience store items. Such restriction and covenant of Grantee shall run with the Property solely for the benefit and protection of any adjoining property of Grantor or BP and/or other property of Grantor or BP used and operated by Grantor or its representatives or BP 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 or BP or its representatives during said twenty-five (25) year period. Such restriction and covenant shall not, however, prohibit the storage of motor fuels on the Property solely for the use of Grantee or other occupants of the Property.

3. ENVIRONMENTAL CONSIDERATIONS.

a. Prior Use. Grantee acknowledges that the Property may have 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. During Grantor's or BP's use and/or ownership of the Property and prior to the Effective Date, as hereinafter defined, Petroleum Products may have been spilled, leaked or otherwise discharged onto, into or

from the Property ("Hydrocarbons"). As of the Effective Date Grantee hereby waives and releases Grantor and BP and Grantor's and BP's parents, subsidiaries and affiliates, and their respective directors, officers, employees, contractors, agents, representatives, successors and assigns (the "Released Entities"), 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 Hydrocarbons or other property abandoned thereon by Grantor or BP.

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, as hereinafter defined ("Hazardous Materials"), other than Hydrocarbons, may exist on the Property as of the Effective Date ("Other Contamination"). Grantee hereby waives and releases Released Entities from all liability for the Other Contamination, including any testing, investigation and/or remediation ("Remediation") thereof, Grantee hereby acknowledging that the Released Entities are not responsible for the Remediation of the Other Contamination and agreeing to seek recourse, if at all, for losses against the parties who caused the same

d. BP's Access. If after the Effective Date, any governmental agency, body, instrumentality, department or representative ("Government") requires that BP undertake or pursue the Remediation of the Hydrocarbons and/or Other Contamination, then BP shall have the right and authority, but not the obligation, with reasonable advance notice, to enter the Property and to conduct the Remediation of the Hydrocarbons and/or Other Contamination, all without trespass. BP's entry on the Property and activities thereon shall not be deemed an admission of liability for Hydrocarbons and/or Other Contamination. While on the Property, BP 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. BP shall exercise its right of entry onto the Property in a manner which does not unreasonably interfere with Grantee's use of the Property. BP shall provide Grantee, within thirty (30) days of its written request, copies of all correspondence between BP and the Government

regarding BP's activities on the Property. Grantee shall not unreasonably interfere with BP's right of entry, or actions taken pursuant thereto, and shall reasonably cooperate with BP in obtaining any permits, consents or approvals necessary for BP's actions taken with respect to the Property, provided that Grantee shall not be required hereby to incur any unreimbursed out-of-pocket expense, or additional liability, in connection with such cooperation.

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 the Released Entities from and against any and all Losses arising out of or relating to Future Contamination and/or the Remediation thereof. Notwithstanding the foregoing, each Grantee (the original Grantee, its heirs, devisees, representatives, successors and assigns) shall indemnify the Released Entities only for Future Contamination which occurs or exists on the Property during that Grantee's period of ownership, and which was not caused by any Released Entity. The Released Entity shall promptly notify the then current owner of the Property in writing of any Loss hereunder which requires a defense of the Released Entity. Promptly upon the Released Entity's receipt of written notice that the then current owner of the Property has assumed the handling and defense of such Loss (whether by itself or with another responsible Grantee), and for so long as such Loss is being diligently and effectively handled and defended, the Released Entity shall turn over handling and defense of such Loss.

4. MISCELLANEOUS. The provisions of this Deed shall be deemed effective as of the earlier of the recordation of this Deed or 3/7/_____, 2001 ("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.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied (except any warranties stated in the contract of sale for the Property, which by their terms, survive closing), Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the

same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

IN WITNESS WHEREOF, Grantor has caused these presents to be subscribed by Jon B. Nelson, a Vice President of its corporate general partner, First B Corp., a Texas corporation and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, DAVID A. McGRAW all as authorized by the Board of Directors.

GRANTOR:

FIRST B REALTY, L.P., a Texas
limited partnership, by its
General Partner:
By: First B Corp., a Texas corporation

By: _____
Jon B. Nelson, Vice President

(Corporate Seal)

Attest: _____
(Assistant) Secretary

New Owner:
Send Tax Bills to;

Carolyn Burnett
635 West Easter Ave
Littleton, CO 80120

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
) SS:
COUNTY OF CHESTERFIELD)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Jon B. Nelson and DAVID A. McGRAW, with whom I am personally acquainted, and who upon oath, acknowledged themselves, respectively, to be the Vice President, and (Assistant) Secretary of First B Corp., a Texas corporation which serves as the General Partner of First B Realty, L.P., a Texas limited partnership, the within named grantor, 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 RICHMOND, Virginia, this 7th day of MARCH, 2001.

My Commission Expires:

12-31-03

Notary Public

OATH OF CONSIDERATION

STATE OF Tennessee)
) SS:
COUNTY OF Davidson)

I, 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 $110,000.00.

Carolyn L. Burnett ~~(SEAL)~~
CAROLYN L. BURNETT ~~Affiant~~

Witness

Elizabeth E Joplett
Notary Public
Commission expires 5-26-02

EXHIBIT A

Davidson COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-WIT: A CERTAIN TRACT OR PARCEL OF LAND IN LAND being in the northwest quadrant of the Old Hickory Boulevard and the interstate Route 24 interchange north of Nashville and being Lot 1 on the Plan of Evans and Drumright Subdivision, as of record in Book 4675, Page 71, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a right-of-way monument in the north margin of Old Hickory Boulevard and the west margin of frontage road "O" as shown on Highway Plan Sheet No. 14, Project 1-24-9 (4') 40:

THENCE with the north margin of Old Hickory Boulevard S 89 deg. 35' 00" W, 244.00' to an iron pin, the southeast corner of the George W. Hussey property, said pin being N 89 deg. 35' 00" E, 219.30 feet of a right-of-way monument;

THENCE leaving the north margin of Old Hickory Boulevard, and running with the line of George W. Hussey N 7 deg. 40' 00" E, 200.00' to an iron pin set in fence row;

THENCE with the southerly boundary of the Nathan Wall property N 89 deg. 00' 19" E, 244.36' to an old iron pipe (found);

THENCE with the west line of the Nathan Wall property S 7 deg. 40' 01" W, 202.49' to the point of beginning and containing 1.12 acres.

Being the same property conveyed to First B Realty, LP a Texas limited partnership, of record in Book 10728, Page 57, Register's Office for Davidson County, Tennessee.