ADDRESS NEW OWNER:
1450 HIAWASSEE RD., SUITE #97
ORLANDO, FL 32835

SEND TAX BILLS TO:
1450 HIAWASSEE RD., SUITE #97
ORLANDO, FL 32835

PARCEL NUMBER:
053-02-0 112.00

THIS INSTRUMENT PREPARED BY:

S. M. FULOP, ATTORNEY AT LAW
NORTH COURTHOUSE SQUARE
1000 JACKSON
TOLEDO, OH 43624

Davidson County DEEDWARR
Recvd: 03/04/02 10:36 3pgs
Fees:18.00 Taxes:3478.00

20020304-0026823

LIMITED WARRANTY DEED

THIS DEED OF CONVEYANCE, made and entered into on the 22nd day of February 2002, by and between **SPEEDWAY SUPERAMERICA LLC**, (successor by merger to Emro Marketing Company), a Delaware limited liability company, whose address is P. O. Box 1500, Springfield, Ohio 45501, hereinafter referred to as the Grantor; and **PURVI PETROLEUM III, LLC**, a Florida limited liability company, hereinafter referred to as Grantee, whose address is 1450 Hiawassee Rd., Suite #97, Orlando, FL 32835.

WITNESSETH: That 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, the Grantor does hereby grant with limited warranty covenants unto Grantee, it successors and assigns, that certain real property which is located in Davidson County, Tennessee, and being more particularly described as follows:

SITUATE in the Twelfth (12th) Councilmanic district of Davidson County, Tennessee, and being Lot No. 1 on the Plan of Riverfront Shopping Center Section 1 of record in Book 6200, page 860, RODC, TN. and being more particularly described as follows:

Beginning at an iron pin on the southerly margin of Robinson Road (State Route 45), said point of beginning being 40' Southwesterly from the centerline of said Robinson Road; thence with the southerly margin of Robinson Road South 49 degrees 49 minutes 46 seconds East 186.25 feet to a concrete monument; thence with a turnout curve to the right having a radius of 25.00 feet and a long chord of 35.83 feet said chord having a bearing of South 04 degrees 03 minutes 18 seconds East a distance along the curve of 39.95 feet to a concrete monument; thence with the westerly margin of Merritt Street South 41 degrees 43 minutes 08 seconds West 161.80 feet to an iron pin; thence leaving the margin of said Merritt Street North 49 degrees 59 minutes 29 seconds West 206.86 feet to an iron pin; thence North 40 degrees 10 minutes 14 seconds East 188.00 feet to the point of beginning, containing 0.90 acres more or less; according to survey dated August 26, 1994 by Bruce Rainey & Associates.

BEING the same property conveyed to Speedway SuperAmerica LLC (successor by merger to Emro Marketing Company), a Delaware limited liability company by Special Warranty Deed from Kwik Sak, Incorporated dated November 9, 1994 and recorded in Book 9516 at page 581 in the Davidson County, Tennessee Register of Deeds office.

This conveyance is made subject to the following permitted exceptions:

(i) any state of facts that an accurate survey would show; (ii) restrictions, easements, rights of way, exceptions, reservations and conditions contained in prior instruments of record in the chain of title to the Property (provided, however, that this recital shall not act to reimpose same), (iii) legal highways, zoning and building laws, ordinances and regulations, (iv) any lien for taxes which are not yet due and payable, (v) rights of others to the banks, waters and flow of any river or body of water, if any, abutting the Property, (vi) the rights of lessees, if any, in possession of any portion of the Property; and (vii) minor encumbrances (other than liens or encroachments) that do not prohibit the use of the Property as a motor fuel service station or convenience store.

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 (or other lower-risk use) of the Property, this conveyance is made by Grantor and accepted by Grantee upon 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 or for purposes of a child care or elder care facility, a nursing home facility or hospice, a hotel or motel, a medical or dental facility, a school, a church, a park, or a hospital; (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 assessments, remediation or any other corrective action on the Property now or in the future. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor from and against any and all losses, damages, claims, suits or actions, judgments and costs (including reasonable attorney fees) that arise out of or relate to any use of the Property which is in violation of or inconsistent with the Exposure Restriction. The Exposure Restriction shall run with the Property and each portion thereof for the benefit of the Grantor and shall bind Grantee, its successors, assigns and all future owners of the Property, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licenses, invitees, and any user or occupant of all or any portion of the Property.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the following restriction and covenant: Grantee agrees that for a period of ten (10) years from and after the date of this conveyance, the Property shall not be used for the sale, marketing, storage or advertising of motor fuels, except the trademarked products of MARATHON ASHLAND PETROLEUM LLC, its successors and assigns, purchased either directly from MARATHON ASHLAND PETROLEUM LLC, its successors and assigns, or from a MARATHON® branded Jobber (hereinafter defined). This restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to the Property. The term "Jobber" as used herein shall mean any person or entity that owns or operates more than one (1) MARATHON® branded motor fuel station and sells in excess of 3,000,000 gallons of MARATHON® branded fuel annually.

Grantor, insofar as it has the legal right to do so, does further release, remise and forever quitclaim unto Grantee, all of Grantor's rights, title and interest, if any, in and to all roadways, streets, alleys, easements and rights of way adjacent to or abutting on the property above described.

The parties do hereby agree that current property taxes and all assessments on the property conveyed hereby shall be prorated as of the date of this Deed, and Grantee assumes and agrees to pay such from and after the date hereof.

The terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

And the Grantor does for itself, its successors and assigns covenant with the said Grantee, its successors and assigns, that the Grantor has not made, done, executed, or suffered any act or thing whereby the above-described premises or any part thereof now are or at any time hereafter shall or may be imperiled, charged, or encumbered in any manner whatsoever; and the title to the above-granted premises against all persons lawfully claiming the same by, through or under the Grantor, said Grantor will forever warrant and defend provided, however, that any one claim or all claims and demands in the aggregate, pursuant to this warranty, shall in no event exceed the amount of consideration paid by Grantee to Grantor which the parties agree is $940,000.00.

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $940,000.00.

RUTH ANNE NUNLEY NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

Affiant

Subscribed and sworn to before me the 26th day of February 2002.

Notary Public
My Commission Expires:
11-17-02

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IN TESTIMONY WHEREOF, witness the hand of the Grantor on the day and date first above written.

APPROVED AS TO FORM

Signed and acknowledged
in the presence of:

Mark A. Bradley
Printed Name: Mark A. Bradley

Sharon M. Wheeland
Printed Name: Sharon M. Wheeland

SPEEDWAY SUPERAMERICA LLC

By: _____
Printed Name: G. E. Buroker
Title: Sr. Vice President

STATE OF OHIO)
) SS.
COUNTY OF CLARK)

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared G. E. Buroker, with whom I am personally acquainted, and who, upon oath acknowledged himself to be Sr. Vice President - Operations of Speedway SuperAmerica LLC, the within named bargainor, a limited liability company, and that he as such Sr. Vice President - Operations being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Sr. Vice President - Operations.

WITNESS my hand and seal, at office, this 11th day of December 2001.

Rosalie B. Lawson
Notary Public

My Commission Expires:

ROSALIE B. LAWSON, NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES MARCH 3, 2005

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