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:
104-02-0 347.00

Davidson County DEEDWARR
Recvd: 03/11/02 09:47 3pgs
Fees:17.00 Taxes:0.00

20020311-0029908

THIS INSTRUMENT PREPARED BY: E. F. RUBIN, ATTORNEY AT LAW
P. O. BOX 1500
SPRINGFIELD, OH 45501

CORRECTIVE LIMITED WARRANTY DEED

THIS CORRECTIVE DEED OF CONVEYANCE, made and entered into on the 8 day of March, 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.

RECITALS

1. Grantor conveyed the property hereinafter described to Purvi Petroleum III by Limited Warranty Deed dated FEBRUARY 22, 2002 and recorded in the Register of Deeds Office of Davidson County, Tennessee in ~~Book~~ _____, ~~Page~~ 20020304-0026815, on MARCH 4, 2002.

2. The Grantor and other parties intend that this corrective deed remove the restrictive covenants in said recorded Limited Warranty Deed and be replaced by those restrictive covenants described herein, so that the lien of the deed of trust recorded at ~~Book~~ _____, ~~Page~~ 20020304-0026828, in said Register's Office is subject only to the restrictions below.

3. To prevent difficulties hereafter, and to permit recordation of a deed which reflects the true agreement of the parties in every respect, the parties desire to correct these restrictive covenants.

4. In all other respects said Limited Warranty Deed shall remain in full force and effect.

CONFIRMATION OF CONVEYANCE

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 Davidson County, Tennessee, being the northerly part of Lot No. 1 and Lot No. 2 on the Plan of Alexander Erwin's Subdivision of Lot 44, Boyd Cockrill Spring Tract, as of record in Book 161, page 18, Register's Office for said county, and more particularly described as follows:

Beginning at an iron rod in the northerly right of way margin of West End Avenue, said point also being the southwest corner of Lot No. 2; thence leaving said right of way N 36 degrees 19' 03" W 131.0 feet to an iron rod in the southerly margin of a 10 foot alley; thence with said margin N 54 degrees 02 E 120.0 feet to an iron rod in the western right of way of 28th Avenue North; thence with said right of way S 36 degrees 04' 48" E 128.0 feet to an iron rod in the northerly right of way margin of West End Avenue; thence along with said right of way with a curve to the left in a southwesterly direction (chord bearing and distance S 52 degrees 35' 45" W 119.49 feet) having a radius of 1,000 feet, an interior angle of 6 degrees 51' 01" a distance of 119.56 feet to the point of beginning, said tract containing 0.35 acres, more or less; according to survey dated August 15, 1993 by A & A Engineers, Inc.

Being the same property conveyed to Speedway SuperAmerica LLC (successor by merger to Emro Marketing Company) by Special Warranty Deed from Kwik Sak, Incorporated dated November 9, 1994 and recorded in Book 9516 at page 499 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 school and (ii) 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.

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 ~~$980,000.00.~~ R.B.

STATE OF Tennessee)
) SS.
COUNTY OF Shelby)

The actual consideration or value, whichever is greater, for this transfer is ~~$980,000.00~~ -0- R.B.

Affiant

Subscribed and sworn to before me the 8th day of March, 2002.

Notary Public
My Commission Expires:
8-3-05

BRENDA L. WATSON NOTARY PUBLIC AT LARGE SHELBY CO. TN MY COMM. EXP. 08-03-05

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

Signed and acknowledged
in the presence of:

Printed Name: Sharon M. Wheeland

Printed Name: Vanessa Van Pelt

SPEEDWAY SUPERAMERICA LLC

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

APPROVED AS TO FORM

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 of Speedway SuperAmerica LLC, the within named bargainor, a limited liability company, and that he as such Sr. Vice President 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.

WITNESS my hand and seal, at office, this 4th day of March, 2002.

Notary Public

My Commission Expires:

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

NOTARIAL SEAL STATE OF OHIO

#8408CorrDeed.doc