FILE BOX 57

Prepared by:
Lee R. Sussman Esq.
Suite 3600
1600 Market St
Philadelphia, Pennsylvania 19103-7286

BP Site No. 141
Hermitage, Tennessee
Map 86
Parcel 219

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

SPECIAL WARRANTY DEED

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 Three Hundred Twenty-Five Thousand Dollars ($325,000.00) cash to it in hand paid by ECKERD CORPORATION, a Delaware corporation, with an address of 8333 Bryan Dairy Road, Largo, Florida 33777 ("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 in the City of Hermitage, County of Davidson, State of 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 11, 1997, and recorded with the Register's Office of Davidson County, Tennessee, at Deed Book 10728, Page 65, granted and conveyed unto Grantor ("Prior Deed").

Davidson County DEEDWARR
Recvd: 07/01/02 16:16 7pgs
Fees:38.00 Taxes:1202.50
20020701-0079054

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 subject to the use restriction and covenant contained in the Prior Deed.

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 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 Grantor's parents, subsidiaries and affiliates, and its 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.

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, entity, 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 entry on the Property and activities thereon shall not be deemed an admission of liability for the 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 June __, 2002 ("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, GARY BOHON all as authorized by the Board of Directors.

GRANTOR:

FIRST B REALTY, L.P., a Texas limited partnership, by its General Partner

First B Corp., a Texas corporation

By: _____
Jon B. Nelson, Vice President

Attest: _____
(Assistant) Secretary

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 GARY BOHON, 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 CHESTERFIELD COUNTY, Virginia this 27th day of JUNE, 2002.

Rose Mary Williams
Notary Public

My Commission Expires:

My Commission Expires December 31, 2005



phdataw 895757_1

Sort No. 180
Asset Name: Chandler & Old Hickory
FCSC Asset No. 340019180
City, County, State: Heritage, Davidson, Tennessee

Intersection: CHANDLER & OLD HICKORY
City, State: HERMITAGE, TN
County: DAVIDSON
Site No.: 141

Prior Deed Recorded in:
Book 7436, Page 224

EXHIBIT A

LAND IN THE 2ND CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, BEING PARCEL 219 ON THE PLAN OF A BOUNDARY PLAT AND PLAN OF SUBDIVISION OF LOT 1, PHASE 1, OF CHANDLER SQUARE GENERAL COMMERCIAL P.U.D., OF RECORD IN BOOK 7900, PAGE 96, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY MARGIN OF ANDREW JACKSON PARKWAY (AS WIDENED), SAID POINT BEING THE NORTHWEST CORNER OF THE J. D. STEVENS PROPERTY, AS RECORD IN DEED BOOK 7408, PAGE 433, AND BEING THE NORTHEAST MOST CORNER OF HEREIN DESCRIBED TRACT;

(1) THENCE LEAVING SAID ANDREW JACKSON PARKWAY WITH THE BOUNDARY OF STEVENS, SOUTH 27°42'07" EAST, 199.75 FEET TO A POINT IN DRY FORK CREEK, THE NORTHWEST CORNER OF THE J. D. STEVENS PROPERTY, AS RECORDED IN DEED BOOK 7408, PAGE 436;
(2) THENCE WITH THE BOUNDARY OF SAID STEVENS, PASSING THE NORTHWEST CORNER OF THE J. D. STEVENS PROPERTY, AS RECORDED IN DEED BOOK 7408, PAGE 439, SOUTH 46°56'47" EAST, 227.66 FEET TO A POINT IN DRY CREEK, THE NORTHWEST CORNER OF THE ROY ALEXANDER PROPERTY, AS RECORDED IN DEED BOOK 4939, PAGE 473;
(3) THENCE WITH THE BOUNDARY OF SAID ALEXANDER, SOUTH 28°30'13" EAST, 146.34 FEET TO A POINT IN DRY CREEK, THE NORTHWEST CORNER OF THE EXXON CORPORATION PROPERTY, AS RECORDED IN DEED BOOK 7671, PAGE 964;
(4) THENCE WITH THE BOUNDARY OF SAID EXXON CORPORATION, PASSING A WITNESS IRON PIN AT 26.82 FEET, SOUTH 30°18'52" WEST, 202.94 FEET TO A STEEL PIPE IN THE NORTHERLY MARGIN OF OLD HICKORY BOULEVARD (AS RELOCATED);
(5) THENCE WITH SAID MARGIN, NORTH 71°02'19" WEST, 12.83 FEET TO A CONCRETE MONUMENT;
(6) THENCE WITH SAID MARGIN, NORTH 64°22'45" WEST, 228.32 FEET TO AN IRON PIN, THE SOUTHEAST CORNER OF THE SOHIO OIL COMPANY PROPERTY, AS RECORDED IN DEED BOOK 7436, PAGE 224;
(7) THENCE WITH THE BOUNDARY OF SAID SOHIO OIL COMPANY, NORTH 21°44'28" EAST, 220.00 FEET TO AN IRON PIN;
(8) THENCE CONTINUING WITH SAID BOUNDARY, NORTH 64°22'45" WEST, 226.01 FEET TO A PK NAIL IN THE SOUTHEASTERLY MARGIN OF ANDREW JACKSON PARKWAY (AS WIDENED);
(9) THENCE WITH SAID MARGIN OF ANDREW JACKSON PARKWAY, NORTH 21°44'28" EAST, 468.88 FEET TO A PK NAIL;
(10) THENCE WITH SAID MARGIN OF ANDREW JACKSON PARKWAY, NORTH 37°23'00" EAST, 51.92 FEET TO AN IRON PIN;
(11) THENCE WITH SAID MARGIN OF ANDREW JACKSON PARKWAY, NORTH 21°44'28" EAST, 36.87 FEET TO THE POINT OF BEGINNING, CONTAINING 114,500.506 SQUARE FEET OR 2.629 ACRES.

BEING a portion of the same property conveyed to Sohio Oil Company by that certain deed dated December 23, 1987 and recorded December 28, 1987 in Book 7436, Page 224.

LESS AND EXCEPT that portion of the property used for public right-of-way.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

OATH OF CONSIDERATION

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $325,000.00.

Affiant

Subscribed and sworn to before me this 28th day of June, 2002.

Notary Public

My commission expires 7/30/05

PATTY J. WELCH
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires JULY 30, 2005