This Instrument prepared by
and after recording return to:
G. Miller Hogan II
5123 Virginia Way
Paddock III, Suite A-11
Brentwood, Tennessee 37027

Davidson County DEEDWARR
Recvd: 07/19/02 14:15 4pgs
Fees:23.00 Taxes:2590.00
20020719-0087253

Send Tax Bills to New Owner at:

Regal Car Wash XXIV Associates, LLC
8698 East San Alberto
Scottsdale, Arizona 85253

Map: 2DA 460
Parcel: 120-6-49

GENERAL WARRANTY DEED

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

THAT WASHMASTER ARLINGTON, LIMITED PARTNERSHIP, a Texas limited partnership, (herein called the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to the Grantor in hand paid by REGAL CAR WASH XXIV ASSOCIATES, L.L.C., an Arizona limited liability company (herein called the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the Grantee, those certain tracts or parcels of real property situated in Davidson County, Tennessee, which are described in **Exhibit A** attached hereto and incorporated herein by reference for all purposes, together with (i) all and singular the rights, benefits, privileges, easements, tenements and appurtenances pertaining thereto, including any right, title and interest of the Grantor in and to adjacent streets, roads, alleys, improvements, buildings and fixtures located thereon (said land, together with such rights, benefits, privileges, tenements and appurtenances, and improvements, buildings and fixtures being hereinafter collectively called the "Property").

This conveyance is made and accepted subject to the easements, covenants and restrictions, if any, forming the chain of title and set forth in **Exhibit B** attached hereto and incorporated herein by reference for all purposes (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, as aforesaid, unto the Grantee, its successors and assigns, forever.

The Grantor, for itself and its heirs, successors and assigns covenants with the Grantee that the Grantor is lawfully seized of a good, absolute and indivisible estate in fee simple of the Property; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor has done no act to encumber the Property; and that the Grantee shall have quiet possession of the Property; and, subject to the Permitted Exceptions, the Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under the Grantor or any other person.

IN WITNESS WHEREOF, this General Warranty Deed is executed by the Grantor as of the 19th day of July, 2002.

GRANTOR:

WASHMASTER ARLINGTON, LIMITED PARTNERSHIP, a Texas limited partnership

By: Washmaster Auto Center (USA), Inc. a Tennessee corporation
ITS: General Partner

By: G. Miller Hogan II
G. Miller Hogan II
ITS: Assistant Secretary

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the County and State aforesaid, personally appeared G. Miller Hogan II with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the Assistant Secretary of Washmaster Auto Center (USA), Inc, a Tennessee corporation the within named bargainor, and that he as such Assistant Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Goodlettsville, Davidson County, Tennessee, this 19th day of July, 2002.

Jo Ann Smith
Notary Public

My Commission Expires: 9/28/02

JO ANN SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value is greater, for this transfer is $700,000.00.

G. Miller Hogan II
Affiant

Subscribed and sworn to before me this the 19th day of July, 2002.

Jo Ann Smith
Notary Public

My Commission Expires: 9/28/02

JO ANN SMITH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENN.

EXHIBIT A

LEGAL DESCRIPTION

Land lying in the First Civil District of Davidson County, Tennessee and being Lot 2 in Section 2 of Seven Oaks Commercial Area as of record in Book 5210, page 391 in the Register's Office for Davidson County, Tennessee and described as follows:

Beginning at a point on the Southerly margin of Murfreesboro Pike and the Northeasterly corner of The Realty Association, Inc. property as of record in book 11586, page 935 in the Register's Office for Davidson County, Tennessee and being more particularly described on the survey of Volunteer Land Surveying, Phillip E. Holmes, licensed surveyor (Tenn. Lic. No. 1728) dated June 3, 2002, File No. 02123 as follows:

(1) Thence with a curve to the right having a central angle of 00° 48' 05", a radius of 4113.50 feet and an arc length of 57.55 feet to a point;

(2) Thence South 66° 58" 00" East, 311.45 feet to a point;

(3) Thence South 23° 02' 00" West, 300.00 feet to a point;

(4) Thence North 66° 58' 00" West 339.89 feet to a point;

(5) Thence South 17° 30' 00" West 301.85 feet to the point of beginning,

Containing 106,335.40 square feet or 2.44 acres more or less.

Being part of the same property conveyed to Washmaster Arlington Limited Partnership by deed from Murfreesboro Road Autowash Corporation, Inc. of record in Book 9901, page 410 in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Storm Water Detention Agreement of record in Book 5861, page 466, Register's Office for Davidson County.

2. The Plan of record in Book 5210, page 391, said Register's Office, indicates an owner's affidavit, a 25-foot public utility easement along Murfreesboro Road, a 10-foot public utility and drainage easement along the westerly line, a 5-foot public utility and drainage easement along the southerly and easterly lines, a 20-foot drainage easement and a 20-foot sewer easement crossing a portion of the southeast corner, and a 25-foot minimum building setback line from the southerly line and a 15-foot minimum building setback line from Murfreesboro Road.

3. The survey of Hart, Freeland, Roberts, Inc., dated September 5, 1981, indicates a cross-tie retaining wall along the westerly property line.

4. All matters shown on the survey of Volunteer Land Surveying, Phillip E. Holmes, licensed surveyor (Tenn. Lic. No. 1728) dated June 3, 2002, File No. 02123.

5. Matters shown on the Plan of Record in Book 9700, page 966 in the Register's Office for Davidson County, Tennessee.

6. Taxes for 2002 constitute a lien, but are not yet due and payable.

7. General and special taxes and assessments required to be paid in the year 2002 and subsequent years.