RECORD AND RETURN TO:

Eckerd Corporation
Attn: Vice President, Real Estate
8333 Bryan Dairy Road
Largo, FL 33777

Davidson County DEEDWARR
Recvd: 11/08/02 12:06 6pgs
Fees:33.00 Taxes:112.48

20021108-0138113

FILE BOX 57

-SPACE ABOVE THIS LINE FOR RECORDER'S USE -

MAP 86
Parcel 20

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER & TAX BILLS TO
Eckerd Corporation
P. O. Box 4681
Clearwater, FL 33758

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

THAT EXXON MOBIL CORPORATION, formerly known as Exxon Corporation a New Jersey corporation, having an office at 3225 Gallows Road, Fairfax, VA 22037-0001 ("Grantor") for and in consideration of the sum of Thirty Thousand Four Hundred AND NO/100 DOLLARS ($30,400.00 U.S.) cash to it in hand paid by ECKERD CORPORATION, having an address at 8333 Bryan Dairy Road, Largo, FL 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") in the City of Nashville, County of Davidson, State of Tennessee, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all valid and subsisting easements, rights-of-way, conditions, covenants, restrictions, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property and all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes) collectively the "Permitted Encumbrances".

Grantee acknowledges that the Property has been used as an automobile service station for the storage, sale, transfer, and distribution of motor vehicle fuel, petroleum products or derivatives containing hydrocarbons, and that such fuel, products or derivatives or other related substances may have been spilled, leaked, or otherwise discharged onto or into the Property causing contamination to the soil or groundwater on or under the Property.

This conveyance is made by Grantor and accepted by Grantee subject to the restrictions that neither all nor any portion of the Property separately or in conjunction with other property shall be used for the sale or storage of petroleum products for a period of Ten (10) year from the Effective Date.

Grantor has conducted an environmental site assessment to determine the presence of petroleum hydrocarbons in the soil or groundwater on and under the Property. The written reports setting forth the results of such assessment delineate the amount and location of any hydrocarbons identified in the soil and/or groundwater and establishes the "Baseline Condition" of the Property. If further testing or remediation is required by any governmental authority with jurisdiction over the environmental condition of the Property, the Baseline Condition shall be modified as reasonably indicated by the results of such tests.

Grantor will undertake such remediation of the Baseline Condition as Grantor reasonably deems necessary or appropriate to comply with applicable laws, regulations or government orders and will remediate the Baseline Condition to the levels required by applicable governmental authorities. Grantor shall not be responsible for investigation or remediation of (or any costs or expenses related to) any hydrocarbons or other contamination deposited on or into the Property after the Effective Date, or migrating onto or into the Property after the Effective Date. The owner of the Property will be responsible for investigation and/or remediation of any hydrocarbons or other contamination deposited on or into the Property after the Effective Date.

The owner of the Property shall assign to Grantor any and all right, claim or interest which the owner of the Property or the Property may have to payment or reimbursement by any third party or any governmental authority in connection with remediation of the Baseline Condition.

Grantor reserves the exclusive right to negotiate with any third party or governmental authority regarding testing and/or remediation efforts for any investigation

or remedial work performed by Grantor pursuant to this Deed or which a third party or governmental authority may require.

During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and the owner of the Property will upon request provide to the other copies of all reports, correspondence, notices and communications sent to or received from any governmental authority regarding the environmental condition of the Property or any remediation and/or investigation at the Property.

GRANTOR'S REMEDIATION RESPONSIBILITIES SHALL INURE ONLY TO THE BENEFIT OF GRANTEE AND THE LENDING INSTITUTION HOLDING THE MORTGAGE TO FINANCE GRANTEE'S PURCHASE OF THE PROPERTY AND NOT TO SUBSEQUENT PURCHASERS, ASSIGNS, OR SUCCESSORS OF EITHER OR ANY OTHER PERSON OR ENTITY.

Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents and contractors for the purpose of conducting investigation and remediation operations. Grantor shall, to the extent practicable consistent with sound remediation practices, undertake such investigation and remediation actions in a manner that will not unreasonably disrupt any operations on the Property. Grantor will not be liable to the owner of the Property, its successors, assigns, tenants or users for business disruption or any other damage, injury or loss whatsoever resulting from such access or remediation; however, Grantor will not prevent the owner of the Property or its tenants from using the Property unless such prevention results from complying with a requirement of any governmental authority. The owner of the Property shall be responsible for any cost or expense to relocate, repair, or replace investigation and/or remediation equipment resulting from the acts or omissions of the owner of the Property or its contractors, invitees, or employees and shall reimburse Grantor for such costs.

As further consideration for this conveyance, Grantee, for itself, its heirs, legal representatives, successors and assigns, as applicable, hereby releases, holds harmless, and forever discharges Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) or causes of action at law or in equity including, without limitation, any statutory causes of action, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA") and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee (and any subsequent owner of the Property, as applicable) and the employees, agents, servants and representatives of such parties arising out of or in relation to any actual or alleged spills, leaks or other discharges of motor vehicle fuel or petroleum products or derivatives containing hydrocarbons on or into the Property, except as to Grantor's obligation, if any, to remediate the Baseline Condition.

As further consideration for this conveyance, Grantee shall be responsible for, and shall defend (with counsel acceptable to Grantor) and indemnify Grantor, its heirs, legal representatives, successors and assigns from and against any loss, claim, damage or liability to include property damage and personal injury and to include any claim made under CERCLA and RCRA, asserted by any third party or public authority, arising out of or in relation to any surface or subsurface contamination of the Property which may occur on the Property after Effective Date, unless caused by the sole negligence of Grantor. If such property damage, personal injury, or loss results from the joint negligence or willful misconduct of Grantor and the owner of the Property, the Property owner's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

In addition, Grantee shall be responsible for, and defend (with counsel acceptable to Grantor) and indemnify Grantor from and against any loss, claim, damage or liability, to include property damage and personal injury in any way arising out of the presence of asbestos or asbestos containing material located in or on the Property, asserted by any third party or public authority after the Effective Date. Furthermore, Grantee, for itself, its heirs, legal representatives, successors and assigns, as applicable, does hereby release, hold harmless and forever discharge Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) or causes of action at law or in equity (including, without limitation, any causes of action under the Rules) for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee and its employees, agents, servants, and representatives, arising out of or in relation to any presence of asbestos or asbestos containing material located in, or on the Property.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns as applicable.

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

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, 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 signed this deed this 22 day of October, 2007 but EFFECTIVE as of this 6th day of November, 2007 ("Effective Date").

(CORPORATE SEAL)

Attest:
By: _____
Name: D J Foster
Title: Assistant Secretary

GRANTOR:

EXXON MOBIL CORPORATION

By: _____ def 1 Att
Name: Hal Cramer
Title: Vice President

Signed, sealed and delivered in the presence of:

WITNESS:
_____
Print Name: Jill Forsyth
Address: _____

WITNESS:
_____
Print Name: Christy Mylar
Address: Fairfax, Va.

GRANTEE:

ECKERD CORPORATION

Attest:
By: _____
Name: Thomas F. Boyle
Title: Assistant Secretary

By: _____
Name: ROBERT J. MALAGON
Title: VICE PRESIDENT - REAL ESTATE

Signed, sealed and delivered in the presence of:

WITNESS:
_____
Print Name: CHRIS SALEMS
Address: 930 ROLLING HILLS DR
PALM HARBOR, FL 34683

WITNESS:
_____
Print Name: Lori Girard
Address: 4990 93rd Ave N.
St. Pete, FL 33709

COMMONWEALTH OF VIRGINIA §
§
COUNTY OF FAIRFAX §

Before me the undersigned authority, this day personally appeared Hal Cramer _____ and D. J. Fisher _____, to me well known and known to me to be a Vice President and Assistant Secretary, respectively, of the corporation named in the foregoing instrument, and they severally acknowledged to and before me that they executed said instrument on behalf of and in the name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto by due and regular corporate authority; that they are duly authorized by said corporation to execute said instrument and that said instrument is the free act and deed of said corporation. They are personally known to me or have produced _____ _____ as identification and did/did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this the 22 day of October, 2002.

Bonnie M Bogert
Print Name: Bonnie M. Bogert
Notary Public, Commonwealth of Virginia
My Commission Expires: 11/30/06

I was originally commissioned as Bonnie M. Miotin, Notary Public

STATE OF TENNESSEE §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on _____, 2002, by _____ _____, for Eckerd Corporation, a Delaware corporation, on behalf of the corporation.

Given under my hand and official seal.

_____
Notary Public, State of Tennessee
My Commission Expires:_____SP #_____
_____, Tennessee

STATE OF FLORIDA)
COUNTY OF Pinellas)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Robert J. Malagon, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the Vice President of **Eckerd Corporation**, the within named bargainor, a corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and official seal at office this 1ST day of November, 2002.

Bonnie J. Barnhill
Notary Public

Bonnie J. Barnhill
Commission # CC 976318
Expires Nov. 3, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $30,400.00.

AFFIANT

NOTARY PUBLIC

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

My Commission Expires: 7/30/05

My Commission Expires JULY 30, 2005

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON MOBIL CORPORATION TO
ECKERD CORPORATION

Being a tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, more particularly described as follows:

Beginning found iron rod, being 414.48 feet east of the right-of-way return of Andrew Jackson Parkway, lying on the northeasterly right-of-way line of Old Hickory Boulevard at its intersection with the southeasterly line of that parcel of land conveyed to First B. Realty, L. P., of record in Book 10728, page 65, R.O.D.C., Tennessee; thence,

Leaving said right-of-way along said southeasterly line North 30 degrees 21 minutes 43 seconds East 202.92 feet to a point in the centerline of Dry Fork Creek, said centerline being the Easterly line of land conveyed to Metropolitan Transit Authority of record in Book 10087, page 570 R.O.D.C., Tennessee; thence,

With the centerline of said creek and said property line South 32 degrees 27 minutes 42 seconds East 12.65 feet to a point; thence'

Leaving said centerline and on a severance line across land conveyed to Exxon Corporation of record in Book 7671, page 964, R.O.D.C., Tennessee, South 27 degrees 03 minutes 10 seconds West 196.17 feet to a point in the northeasterly right-of-way line of Old Hickory Boulevard; thence,

Along said right-of-way line North 62 degrees 56 minutes 50 seconds West 22.61feet to the Point Of Beginning.

Containing 3,359 square feet or 0.077 acres

Said property is conveyed subject to the following:

1. Grantor does further grant, transfer and convey to Grantee a 15' temporary construction easement Southeast of and adjacent to the aforedescribed parcel of land, said easement to be abandoned upon completion of construction. Grantee shall restore the property to a condition similar or equal to that existing prior to construction.

2. Such matters as are reflected on the survey by Littlejohn Engineering Associates, dated August 21, 2001, revised February 7, 2002, as well as the Final Plat of Northlake Village by Kevin Tucker and Associates of record in Plat Book 6900, page 568, R.O.D.C., Tennessee, including an 18" sewer line across the northerly portion, with a manhole and Dry Fork Creek across the northerly portion of said parcel.

BEING THE SAME PROPERTY CONVEYED TO EXXON CORPORATION BY DEED OF RECORD IN BOOK 7671, PAGE 964, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.