PICK-UP

Address New Owner:	**Map-Parcel Numbers:**	**Send Tax Bills To:**
1091612 Ontario, Inc. 863 Tennessee Ave, North Parsons, TN 38363	Map 82-6, Parcel 40	New Owner

This instrument prepared by: Robert E. Wood, Esq., Boult, Cummings, Conners & Berry, PLC
414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219

After recording, please return by mail to: Boult, Cummings, Conners & Berry, PLC (REW)
414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **MAPCO EXPRESS, INC.**, a Delaware corporation (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to **1091612 ONTARIO, INC.**, a Tennessee corporation (the "Grantee"), Grantee's successors and assigns, certain land in Davidson County, State of Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all improvements and fixtures currently attached to and located thereon (the "Property").

This is improved property, known as MAPCO Store #3335, 701 Dickerson Pike, Nashville, Tennessee 37027.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to all easements, restrictions, rights, encumbrances, and other matters set forth in Exhibit B attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the Permitted Exceptions, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors 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 Exceptions.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $490,000.00.

GUERRA

Affiant

Subscribed and sworn to before me this 21st day of May, 2003.

Melba Kepley

Notary Public
My Commission Expires: 9-24-05

MELBA KEPLEY NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Davidson County DEEDWARR
Recvd: 05/21/03 14:53 5pgs
Fees:28.00 Taxes:1813.00

20030521-0069515

861756 v1
100600-016 5/19/2003

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT (the "PURCHASE AGREEMENT") BETWEEN GRANTOR AND G & G GROUP DATED FEBRUARY 24, 2003, AS ASSIGNED TO THE GRANTEE, GRANTOR HAS NOT MADE, IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, GUARANTEES OR ASSURANCES, EXPRESS OR IMPLIED, TO GRANTEE REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS, GUARANTEES AND ASSURANCES REGARDING (I) THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS, WASTES, POLLUTANTS OR CONTAMINANTS, INCLUDING, WITHOUT, POLYCHLORINATED BIPHENYL, ASBESTOS, RADON, UREA FORMALDEHYDE, GASOLINE, DIESEL FUEL AND HYDROCARBONS, (II) ENVIRONMENTAL CONDITION, (III) THE QUALITY, NATURE, ADEQUACY OR CONDITION OF SOILS AND GROUNDWATER, (IV) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR CONDITION OF ANY UTILITY SERVICE, (V) COMPLIANCE WITH APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE AMERICANS WITH DISABILITIES ACT) OR ANY COVENANT, CONDITION, RESTRICTION OR OTHER ENCUMBRANCE, (VI) ZONING OR OTHER LEGAL STATUS, (VII) THE EXISTENCE OF ANY PENDING OR THREATENED TAKING BY CONDEMNATION OR EMINENT DOMAIN, (VIII) THE CONDITION OF TITLE OR THE NATURE, STATUS OR EXTENT OF ANY EASEMENT, RIGHT OF WAY, ENCUMBRANCE, LICENSE, RESERVATION OR OTHER MATTER AFFECTING TITLE, OR (IX) QUALITY, NATURE, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, ADEQUACY, VALUE, PROFITABILITY, PROSPECTS OR CONDITION.

BY ACCEPTANCE OF THIS DEED, GRANTEE (I) AGREES TO THE DISCLAIMER SET FORTH IN THE PRECEDING PARAGRAPH, (II) ACCEPTS THE PROPERTY "AS-IS, WHERE-IS", WITH ALL FAULTS AND DEFECTS (LATENT OR PATENT), AND (III) WAIVES, RELEASES AND DISCHARGES, ON BEHALF OF ITSELF AND ITS SUCCESSORS-IN-INTEREST, ALL CLAIMS IT MAY HAVE AGAINST GRANTOR OR ANY PARENT COMPANY, SUBSIDIARY COMPANY, SISTER COMPANY OR AFFILIATE OF GRANTOR DUE TO THE PRESENCE OF ANY HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS, WASTES, POLLUTANTS OR CONTAMINANTS, INCLUDING, WITHOUT LIMITATION, POLYCHLORINATED BIPHENYL, ASBESTOS, RADON, UREA FORMALDEHYDE, GASOLINE, DIESEL FUEL AND HYDROCARBON, ON, UNDER OR ABOUT THE PROPERTY, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, INCLUDING WITHOUT LIMITATION, CLAIMS FOR CONTRIBUTION, CLAIMS FOR INDEMNITY, AND CLAIMS ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 AT SEQ; EXCEPT GRANTOR SHALL NOT BE RELEASED FROM ITS OBLIGATIONS AND AGREEMENTS UNDER THE PURCHASE AGREEMENT.

EXECUTED to be effective the 20th day of May, 2003.

GRANTOR:

MAPCO EXPRESS, INC.,
a Delaware corporation

By: _____

Name: William Todd Sweat

Title: VP - Finance

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Carene A. Dunn, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared William Todd Sweat, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the VP-Finance of MAPCO Express, Inc., the within named bargainor, a corporation, and that he/she as such VP-Finance, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such VP-Finance.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 20th day of May, 2003.

CARENE A. DUNN NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

Carene A. Dunn
Notary Public

My Commission Expires:
September 30, 2005

EXHIBIT A

DESCRIPTION OF PROPERTY

Land lying in the 5th Councilmanic District of Nashville, Davidson County, Tennessee, and being the property of MAPCO Petroleum, Inc., as of record in Deed Book 10463, Page 830, Register's Office for Davidson County, Tennessee and being Lots 1, 2, & 3 on the plat of Dr. V.S. Lindsley's Addition to Edgefield, as of record in Plat Book 57, Page 25, R.O.D.C., TN, and being more particularly described as follows:

Beginning at a punch hole found in the concrete walk at the intersection of the easterly right-of-way of Dickerson Pike (US 31 W, S.R. 11, formerly North First Street) and the northerly right-of-way of Grace Street (formerly Josephine Street);

Thence, with said easterly right-of-way, North 03 degrees 15 minutes 00 seconds East, 150.00 feet to an iron pin found, said pin being the southwesterly corner of the Charles V. Duncan, John L. Winchester property, as of record in Instrument No. 200005310053849, R.O.D.C., TN;

Thence, with said Duncan, Winchester property, South 85 degrees 58 minutes 00 seconds East, 150.00 feet to an iron pin found in the westerly right-of-way of Alley No. 309;

Thence, with said Alley No. 309, South 03 degrees 15 minutes 00 seconds West, 150.00 feet to an iron pin found in the said northerly right-of-way of Grace Street;

Thence, with said northerly right-of-way, North 85 degrees 58 minutes 00 seconds West, 150.00 feet to the point of beginning and containing 22,498 square feet or 0.517 acres more or less.

Being the same property conveyed in deed of record in Deed Book 10463, page 830, said Register's Office to Mapco Petroleum, Inc., the Grantor named herein being the successor to Mapco Petroleum, Inc. as described in that certain Affidavit of record as Instrument No. 20020802-0092826, said Register's Office.

EXHIBIT B

LIST OF PERMITTED EXCEPTIONS

1. Taxes and assessments for 2003 and subsequent years. Taxes for 2003 have been prorated, with the obligation to pay such taxes having been assumed by Grantee.

2. Fifteen foot minimum pump and building setback line as of record in Book 7724, Page 49, Register's Office for Davidson County, Tennessee.

3. All matters shown on the survey prepared by Michael R. Williams, RLS No. 1906, Hart Freeland Roberts, Inc. dated July 18, 2000, last revised on May 9, 2001.