Davidson County DEEDWARR
Recvd: 02/22/05 15:31 6 pgs
Fees:33.00 Taxes:2590.00
20050222-0019362

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 700,000.00

(DIVPMPA)
SS# 00913
711 Rivergate Parkway, Goodlettsville, TN 37072

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **BP PRODUCTS NORTH AMERICA INC.** (formerly known as Amoco Oil Company, successor in interest to BP Exploration & Oil Inc.), a Maryland corporation, with an address of 4101 Winfield Road, MC-5E, Warrenville, IL 60555 Attn: Real Estate Department ("**Grantor**"), for Ten U.S. Dollars ($10.00) and other good and valuable consideration received to its full satisfaction from **JASSER MAHMOUD, NASER MAHMOUD AND AIAD MAHMUD**, whose tax mailing address is 711 Rivergate Parkway, Goodlettsville TN 37072, ("**Grantee**"), does hereby grant, bargain, sell and convey unto Grantee and its heirs, devisees, representatives, successors and assigns, that certain real property more fully described in Exhibit "A" attached hereto and made a part hereof, together with Grantor's right, title and interest in and to all buildings, structures and other improvements located thereon, and all easements appurtenant thereto, but excluding any advertising, trade names, trade marks, trade dress, service marks, signs, slogans, identifications, copyrights or copyrighted materials of any BP Entity, as defined below ("**Property**").

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: (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.

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. **ENVIRONMENTAL CONSIDERATIONS**.

a. **Prior Use**. Grantee acknowledges that the Property has 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. 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

ORDER # 3451095 8 CUSC
CHICAGO TITLE INSURANCE CO.

AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS-IS, WHERE-IS" CONDITION EXISTING ON THE EFFECTIVE DATE, EXCEPT AS PROVIDED IN SUBSECTION B BELOW.

b. **Hydrocarbons**. For purposes hereof, the term "**Hydrocarbons**" means those petroleum hydrocarbons existing on or migrating from the Property as of the Effective Date, which Grantor and/or its employees, licensees or agents may have caused to be spilled, leaked or otherwise discharged onto, into or from the Property prior to the Effective Date. Grantor has reserved unto itself the right of access onto the Property, in connection with the Hydrocarbons, to perform certain defined environmental "**BP's Tests**" and/or certain defined environmental "**Work**", all as more fully set forth in that certain Purchase and Sale Agreement between Grantor and Grantee dated October 4, 2004 ("**Agreement**"). While Grantor retains such right of access, no excavation, construction, demolition, regrading, repaving, landscaping or other development activity may be performed by anyone on the Property unless and until Grantor has approved in writing plans and specifications for the same, all as more fully set forth in the Agreement. Grantee may not assign the Agreement in whole or in part without the prior written consent of Grantor, which Grantor may withhold in its sole discretion, all as more fully set forth in the Agreement. Subject to Grantor's contractual obligations in the Agreement, if any, with respect to the Work, Grantee hereby waives and releases Grantor and its parents, subsidiaries and affiliates, and their respective directors, officers, employees, contractors, agents, representatives, successors and assigns (collectively, the "**BP Entities**") from and against any claims, demands, damages, liabilities, costs or expenses, including reasonable 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 any federal, state or local statutes, ordinances, rules, regulations or orders ("**Laws**"), including without limitation 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., as amended, and any other applicable environmental Laws, directly or indirectly arising out of or relating to the Hydrocarbons and/or the performance of any environmental assessment, monitoring, remediation or other related corrective action activities required under the applicable environmental Laws ("**Corrective Action**") therefor.

c. **Other Contamination**. Grantee acknowledges that flammable explosives, hydrocarbons, 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 ("**Hazardous Materials**"), other than Hydrocarbons, may exist on the Property as of the Effective Date ("**Other Contamination**"). Grantee hereby waives and releases the BP Entities from and against any Losses directly or indirectly arising out of or relating to the Other Contamination and/or the performance of Corrective Action therefor.

d. **Future Contamination**. Grantee acknowledges that Hazardous Materials may come to exist on the Property after the Effective Date ("**Future Contamination**"). Grantee hereby assumes, waives, releases and agrees to indemnify, defend and hold harmless the BP Entities from and against any Losses directly or indirectly arising out of or relating to Future Contamination and/or the performance of Corrective Action therefor.

e. **Right of Entry**. If, after the Effective Date, any federal, state or local governmental agency, entity, body, instrumentality, department or representative ("**Government**") requires Grantor to undertake or pursue the performance of Corrective Action for Hazardous Materials, other than the Work, then Grantor shall have the right and authority, but not the obligation, to enter the Property and to conduct the performance of Corrective Action for such Hazardous Materials, all without trespass. Grantor's entry on the Property and activities thereon shall not be deemed an admission of liability for such Hazardous Materials. While on the Property, Grantor shall have the right to install, maintain, operate, sample, remove and/or decommission monitoring points (including without limitation soil borings, monitoring wells and vapor points), recovery wells, remediation or treatment equipment, and an above-ground shed to house equipment to perform any such Corrective Action, and the right to take all actions required to comply with the Laws. Grantor shall exercise its right of entry in a manner which does not unreasonably interfere with Grantee's use of the Property as set forth in the Agreement, and Grantor shall provide Grantee, within thirty (30) days after Grantee's written request therefor, a copy of all final reports, notices or correspondence between Grantor and the Government regarding Grantor's activities on the Property. Grantee shall not interfere with Grantor's right of entry or actions taken pursuant thereto, and shall cooperate with Grantor in obtaining any required permits, licenses, approvals, consents or related documents for Grantor's actions taken with respect to the Property.

f. **Grantee's Tests**. After the Effective Date and during the Work, if Grantee intends to perform any environmental tests, then Grantee shall provide Grantor at least two (2) weeks prior written notice thereof, including a detailed scope of work for such environmental tests, and such environmental tests shall be subject to other limitations, all as more fully set forth in the Agreement.

3. **EXPOSURE RESTRICTION**. Grantee acknowledges that in Grantor's performance of BP's Tests or of any Work, Grantor may propose applying corrective action standards (including without limitation risk-based corrective action standards) and/or the use of exposure controls (such as use or resource restrictions) consistent with the Laws. 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 of the Property, this conveyance is made by Grantor and accepted by Grantee on 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; (ii) any building constructed on the Property shall have a slab-on-grade foundation with the top of the slab at or above surface level; and (iii) 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 BP's Tests or of any Work or used in connection with any other Corrective Action on the Property now or in the future. Grantee shall indemnify, defend and hold harmless the BP Entities from and against any Losses directly or indirectly arising out of or relating 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

Entities and shall be binding upon Grantee, its heirs, successors, assigns, directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Property. Grantor shall, at Grantee's request, release a portion or portions of the Exposure Restriction from the Property, on Grantor's receipt from Grantee of an acknowledgment from the Government, obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for property without that portion or portions of the Exposure Restriction and that the Government approves the releasing of that portion or portions of the Exposure Restriction.

The effective date of this Deed is the earlier of the recordation of this Deed or February 22, 2005 ("Closing Date" or "Effective Date"). The provisions of this Deed shall run with the land and each portion thereof, and shall be binding upon and inure to the benefit of the parties, their heirs, devisees, representatives, successors and assigns, and any other person or entity expressly noted herein.

On October 1, 2001, BP Exploration & Oil Inc. merged into Amoco Oil Company. As a result of the merger, the name of Amoco Oil Company was changed to BP Products North America Inc.

IN WITNESS WHEREOF, BP PRODUCTS NORTH AMERICA INC. has hereunto set its hand and corporate seal, by its duly authorized representatives, this 16 day of FEBRUARY, 05.

WITNESSES:

By: Ruth Ann Garcia
Print: Ruth Ann Garcia

By: Deborah Banks
Print: Deborah Banks

By: Ruth Ann Garcia
Print: Ruth Ann Garcia

By: Deborah Banks
Print: Deborah Banks

BP PRODUCTS NORTH AMERICA INC.

By: Donna M. Simpson

Its: Attorney-in-Fact

Attest: Amy

Its: assistant secretary

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) §:
COUNTY OF DUPAGE)

BEFORE ME, a Notary Public in and for said County, and State personally appeared the above-named **BP PRODUCTS NORTH AMERICA INC.** by Donna Simpson, its Attorney-in-Fact, and Amy Evans, its Assistant Secretary, who are personally known to me and who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Warrenville, Illinois, this 16th day of February, 2005.

Tammy L. Rambow
Notary Public

OFFICIAL SEAL
TAMMY L RAMBOW
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 22,2006

My Commission Expires: 7-22-06

711 Rivergate Parkway, Goodlettsville, TN 37072
SS# 00913

This instrument prepared by:

Anthony J. Coyne, Esq.
Mansour, Gavin, Gerlack & Manos Co., L.P.A.
55 Public Square, Suite 2150
Cleveland, Ohio 44113-1994

EXHIBIT A

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 9 and part of Lot No. 8 on the Plan of G.T. Moore's Subdivision, as of record in Book 547, page 184, Register's Office for said County, described according to a survey made by Hickerson & Pleasant Engineers Co., dated July 6, 1966, and revised August 22, 1966, as follows:

BEGINNING in the westerly margin of Goodlettsville (Two Mile) Pike, at an iron pin at the southeast corner of Lot No. 9; thence along the line of Lot No. 9 South 67°12'20" west 200 feet to an iron pin; thence along an old tree row and fence line, north 18°34'west 201.7 feet to an iron pin; the northwest corner of Lot No. 8; thence with the northerly line of said lot, north 68°13'20" east 167 feet to an iron pin in the proposed new right-of-way of said Pike; thence along said right-of-way, south 18°35'40" east 57.8 feet to an iron pin; thence north 71°24'20" east 33 feet to an iron pin in the margin of Goodlettsville (Two Mile) Pike; thence with said Pike, south 18°26'40" east 138.5 feet to the beginning.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM IS THE FOLLOWING PROPERTY:

A strip of tract of land in the 10th Councilmanic District of Metropolitan Government of Nashville and Davidson County, Tennessee, being part of Lot Nos. 8 and 9 on the Plan of G.T. Moore's Subdivision, as of record in Book 547, page 184, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

BEGINNING at the present westerly margin of Two Mile Pike at an iron pin at the southeast corner of Lot No. 9; thence along the line of Lot No. 9 south 67°12'20" west 5 feet to a point on the new relocated westerly margin of Two Mile Pike; thence north 18°35'40" west 138.8 feet along the new relocated westerly margin of Two Mile Pike, the same being parallel to and 5 feet from the present westerly margin of Two Mile Pike, to a point; thence north 71°24'20" east 5 feet to a point on the present westerly margin of Two Mile Pike; thence south 18°26'40" east 138.5 feet along the present westerly margin of Two Mile Pike to the point of beginning and containing 693 square feet.

BEING the same property conveyed to BP Exploration & Oil Inc., an Ohio corporation by Quitclaim Deed and Lease Termination from Service Station Holdings Inc. (formerly Service Station Realty, Inc.), a Delaware corporation of record in Book 10724, page 408, Register's Office for Davidson County, Tennessee.

Tax parcel No. 026-13-023.00
SS# 00913