THIS INSTRUMENT PREPARED BY:
John M. Baird
WHITE & REASOR, PLC
Two American Center, Suite 1150
3102 West End Avenue
Nashville, Tennessee 37203

Davidson County DEEDWARR
Recvd: 05/09/05 09:44 8 pgs
Fees:43.00 Taxes:4162.50
20050509-0051832

Address New Owner:	Send Tax Bills To:	Map-Parcel No.:
Antioch Petroleum Co., Inc. 13001 Old Hickory Boulevard Antioch, TN 37013	Same	183-00-0-085.00 183-00-0-130.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of TEN and NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Purvi Petroleum III, LLC, a Florida limited liability company hereinafter called "Grantor", has this day bargained and sold, and does hereby transfer and convey unto Antioch Petroleum Co., Inc., a Tennessee corporation, hereinafter called "Grantee", its successors and assigns, certain real estate in Davidson County, Tennessee, described on Exhibit "A" attached hereto, and by this reference, incorporated herein.

This is improved property known as 13001 Old Hickory Boulevard, Antioch, Tennessee 37013.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns, forever.

Grantor further covenants that it is seized and possessed of said real estate and has the right to convey it, and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise; provided, however, that this conveyance is subject to those matters shown on Exhibit "B" attached hereto, and by this reference incorporated herein.

The execution and delivery of this deed is in accordance with that Agreed Order Approving Sale of Property of the Estate entered in the United States Bankruptcy Court for the Middle District of Tennessee, Nashville Division under BK No. 04-14423-MH3-11, a certified copy of which is attached hereto as Exhibit "C" (the "Order"). The Order provides *inter alia*, that the sale accomplished by this deed is free and clear of any liens.

IN WITNESS WHEREOF, the Grantor has caused the execution of this instrument on this the 2nd day of May, 2005.

"GRANTOR"

PURVI PETROLEUM III, LLC,
a Florida limited liability company

By: _____

Title: Managing Member

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public of said County and State, personally appeared Hiralal Patel, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Member (or other officer authorized to execute the instrument) of Purvi Petroleum III, LLC, the within named bargainor, a Florida limited liability company and that he as such officer executed the foregoing instrument for the purposes therein contained, by signing the name of Purvi Petroleum Company III, LLC by himself as such officer.

Witness my hand this 2nd day of May, 2005.

_____
Notary Public

My commission expires:

1-28-06

JOHN M. BAIRD
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF Williamson

The actual consideration or value, whichever is greater, for this transfer is $1,125,000.00.

Affiant

1-28-02
My Commission Expires

Notary Public

JOHN M. BAIRD NOTARY PUBLIC LARGE DAVIDSON COUNTY, TENN.

EXHIBIT "A"

Situated in the County of Davidson and State of Tennessee, to-wit:

Land in Davidson County, Tennessee situated in the southeast quadrant of the intersection of Old Hickory Blvd. and Firestone Parkway, said tract being all of Lot 1, Interchange City Industrial Park, Section XIX, of record in Book 5050, Page 33, R.O.D.C., TN., and part of the adjacent tract to the east and also being Lots 1 and 2 on the plat of the Marathon Petroleum Subdivision of record in Book 5200, page 576, said Register's Office and being more particularly described as follows:

Beginning at an iron pin located in the southerly margin of Firestone Parkway, 73.47 feet east of the centerline of Old Hickory Blvd.; thence, with said margin of Firestone Parkway, S 85° 56' E, 601.53 feet to an iron pin; thence leaving said right of way, S 4° 04' W, 170.88 feet to an iron pin; thence, N 86° 7' W, 636.33 feet to a concrete monument in the easterly right of way of Old Hickory Blvd.; thence, N 7° 41' E, 155.36 feet to an iron pin at the beginning of a curve; thence, with a curve to the right, having a radius of 25.00 feet, an interior angle of 86° 23' 00", and a chord bearing a distance of N 50° 52' 30" E, 34.22 feet, a distance of 37.69 feet to the point of beginning and containing 2.52 acres, more or less.

BEING the same property conveyed by Limited Warranty Deed of record as Instrument No. 20020304-0026826 in the Register's Office of Davidson County, Tennessee, as corrected by Instrument No. 20020311-0029918, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

1. State, county, and city assessments and taxes due in 2005.

2. Rights of parties in possession pursuant to unrecorded leases.

3. All matters as shown on Plat of record in Plat Book 5200, page 576, Register's Office for Davidson County, Tennessee.

4. Subject to a reserved area along the westerly boundary of the property consisting of a strip of land 25 feet in width, which is reserved for the future widening of Old Hickory Boulevard.

5. Easement for sign and for rights of ingress and egress as contained in deed of record in Deed Book 6134, page 903, Register's Office for Davidson County, Tennessee.

6. The following matters disclosed on survey dated February 15, 2002 prepared by Ragan-Smith Associates; Job No. 2001-108:

   (a) Easements for maintenance of telephone, sanitary sewer, electric and other utilities.

7. Conditions, covenants and restrictions contained in "Limited Warranty Deed" in favor of Purvi Petroleum III, LLC, of record as Instrument No. 20020304-0026826 as effected by "Restrictive Covenant Subordination Agreement" entered into by and between Speedway SuperAmerica, LLC and Bayview Financial Trading Group, L.P., dated February 26, 2002, of record as Instrument No. 20020304-0026827, and the subsequent "Corrective Limited Warranty Deed" Instrument No. 20020311-0029918, all in the Register's Office of Davidson County, Tennessee.

8. Covenants, restrictions and agreements contained in "Restrictive Agreement" executed by Purvi Petroleum III, LLC, in favor of Speedway SuperAmerica, LLC, dated March 7, 2002, of record as Instrument No. 20020312-0030895 as effected by "Restrictive Covenant Subordination Agreement" entered into by and between Speedway SuperAmerica, LLC and Bayview Financial Trading Group, L.P., dated February 26, 2002, of record as Instrument No. 20020304-0026827, all in the Register's Office of Davidson County, Tennessee.

9. Unrecorded Easement Agreement dated November 12, 1999, originally between Speedway SuperAmerica LLC, a limited liability company, its successors and assigns, and NATIONAL Auto/Truckstops, Inc., a Delaware corporation, the Grantor's rights under which have been transferred to Grantee this day by separate instrument.

10. Memorandum of Lease of record as Instrument No. 20031017-0153946, Register's Office for Davidson County, Tennessee.

EXHIBIT "C"

Certified Copy of Agreed Order Approving Sale of Property of the Estate

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE:	)	
	)	
PURVI PETROLEUM III, LLC	)	**BK No. 04-14423-MH3-11**
	)	
Debtors.	)	
	)	

UNITED STATES BANKRUPTCY COURT SEAL

AGREED ORDER APPROVING SALE OF PROPERTY OF THE ESTATE

This matter was before the Court upon the Debtor's Motion to Sell Real Property Free and Clear of Liens and the Objections to the sale by Speedway SuperAmerica, LLC ("Speedway") and Bayview Loan Servicing, LLC, as Servicer for Wachovia Bank as Trustee ("Bayview"). The Debtor, Bayview and Speedway have agreed to the entry of this Agreed Order; and

It is ORDERED that the Debtor is authorized to sell the real property known as 13001 Old Hickory Boulevard, Antioch, Tennessee ("Property") to Antioch Petroleum Co., Inc., pursuant to the terms and conditions in the contract attached to the Motion as follows:

DESCRIPTION OF PROPERTY: 13001 Old Hickory Boulevard, Antioch, Tennessee

DATE OF SALE: The sale will be closed on or before May 2, 2005.

TYPE OF SALE: Private sale to Antioch Petroleum Co., Inc.

TERMS OF SALE: Purchase price - $1,125,000.00 cash at closing, less adjustments below.

ADJUSTMENTS: Pursuant to the Lease Agreement dated May 9, 2002, Buyer was granted an Option to Purchase the Property for $875,000.00 with a prepaid down payment in the amount of $275,000.00. The purchase price was increased to $1,125,000.00, with a down payment in the amount of $300,000.00. The down payment in the amount of $300,000.00 has been paid in full by Buyer.

CLOSING COSTS: Gross sale proceeds shall not be reduced by more than $10,000.00 for closing costs to Seller.

NET SALE PROCEEDS: Net sale proceeds to Seller shall not be less than $815,000.00.

DISBURSEMENT OF PROCEEDS: All net sale proceeds after applicable adjustments, costs, and expenses shall be paid to Bayview, which can apply them as it sees fit, in accordance with the terms of the loan agreements.

Attest:
A True Copy
Certified this 4/28/05

U.S. Bankruptcy Court
By _____
Deputy Clerk

AUTOMATIC RELIEF FROM STAY: If the sale does not close by May 2, 2005, then Bayview and Speedway shall be entitled to relief from the automatic stay as to this Property only.

SALE FREE AND CLEAR OF LIENS: The Debtor shall sell said property as is, where is, and free and clear of any liens. Any valid and proper lien will attach to the proceeds of the sale.

ENTER this _____ day of _____, 2005.

/s/Marian F. Harrison

Marian Harrison
United States Bankruptcy Judge

APR 14 2005

Submitted for Entry:

/s/ Robert J. Gonzales
Robert J. Gonzales
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As Servicer for Wachovia Bank as Trustee

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