17

Davidson County DEEDWARR
Recvd: 01/11/06 16:05 19 pg
Fees:98.00 Taxes:4305.14

20060111-0004559

SPECIAL WARRANTY DEED
TENNESSEE

Prepared by:

BP Products North America Inc.
c/o BP America Inc.
4101 Winfield Road
Warrenville, Illinois 60555
Attn: Real Estate Attorney

Address New Owner (s)
As Follows:

MAPCO Express, Inc.
830 Crescent Centre Drive
Suite 300
Franklin, TN 37067
Attention: General Counsel

Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes

MAPCO Express, Inc.
830 Crescent Centre Drive
Suite 300
Franklin, TN 37067
Attention: Accounting Manager

Map-Parcel Numbers

82-13 107
Field Book Numbers

STATE OF Illinois)
COUNTY OF Cook)

The actual consideration or value, whichever is greater, for this transfer is One Million One Hundred Sixty-Three Thousand Five Hundred Fifty and NO/100 Dollars ($1,163,550.00).

Donna Simpson
Affiant

SUBSCRIBED AND SWORN TO before me, this the 11TH day of December, 2005.

Notary Public

My Commission Expires: 5/18/08

OFFICIAL SEAL
JOHN CHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-18-2008

325490-1

THE GRANTOR, **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation ("Grantor"), with its principal office address at c/o BP America Inc., 4101 Winfield Road, Warrenville, Illinois 60555, for the consideration of One Dollar and No/100ths ($1.00) and other good and valuable consideration in hand paid, and pursuant to authority given by the Board of Directors of said corporation, by these presents does hereby REMISE, RELEASE, CONVEY AND TRANSFER, TO: **MAPCO EXPRESS, INC.**, a Delaware corporation ("Grantee"), with an office address at 830 Crescent Centre Drive, Suite 300, Franklin, TN 37067, as of December 15, 2005 (the "Transfer Date"), the following described real estate (the "Property"), situated in the City of Nashville, County of Davidson, State of Tennessee, more particularly described as follows, to wit:

See legal description set forth on Exhibit A attached hereto and incorporated herein.

Address of Real Estate: 801 Jefferson Street, Nashville, Tennessee

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to the Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on **Exhibit C**, to which this conveyance is expressly made subject.

As partial consideration for this conveyance and as a condition precedent thereto, Grantee agrees to the following:

1. Use and Operating Restrictions.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the use and operating restrictions, notices, acknowledgments, and covenants described on **Exhibit B** attached hereto (collectively, the "Use and Operating Restrictions"). Grantor may, in Grantor's sole and absolute discretion (but shall in no event be obligated to), release and/or waive any or all of the Use and Operating Restrictions at any time, by written instrument duly executed and delivered by Grantor; provided, however, that Grantor shall not unreasonably refuse to release and/or waive the petroleum restriction described in Section I of **Exhibit B** if the Property will not be operated as a branded service station for the remainder of the petroleum restriction period described in Section I of **Exhibit B**.

2. Grantee's Indemnification of Grantor.

Grantee, for and on behalf of itself and its successors and assigns (including, without limitation, all successors in title to the Property or any portion thereof (collectively, the "Grantee Parties"), by acceptance of this Special Warranty Deed ("Deed"), hereby agrees, except as may otherwise be provided in the Agreement (as hereinafter defined), to assume responsibility for, and shall defend (with counsel reasonably acceptable to the Grantor Parties (as hereinafter defined), indemnify and hold harmless, and does hereby waive, release and discharge, Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, members, shareholders, employees, contractors, agents, representatives, successors and assigns (collectively, the "Grantor Parties"), from and against any and all

actions or causes of action at law or in equity, claims, demands, obligations, losses, damages, liabilities, suits, judgments, fines, penalties, payments, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the use or operation of the Property on or after the Transfer Date, and any use which is in violation of or inconsistent with the Use and Operating Restrictions.

3. Condition of Property.

Grantee has accepted the Property, including without limitation its environmental condition, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, subject only to any covenants and obligations of Grantor to Grantee which are expressly set forth in the Agreement or any other documents or instruments executed and delivered by Grantor and Grantee pursuant to the Agreement (collectively, the "Contractual Obligations"). Grantee acknowledges that the purchase price which it has paid for the Property reflects: (a) the fact that all of the Use and Operating Restrictions shall be recorded against the Property and shall be binding on Grantee and the other Grantee Parties, (b) the fact that Grantee has agreed to acquire the Property, including without limitation its environmental condition, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition (subject only to Grantor's Contractual Obligations to Grantee), and (c) the fact that Grantee has agreed to acquire the Property subject to the presence, whether known or unknown, of any environmental contamination which may have occurred during or prior to the period of Grantor's ownership, use and/or operation of the Property (subject only to Grantor's Contractual Obligations to Grantee). Grantee does, by its acceptance of this Deed, represent and warrant 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 AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN ITS "AS-IS, WHERE-IS, AND WITH ALL FAULTS" CONDITION EXISTING ON THE TRANSFER DATE, SUBJECT ONLY TO THE CONTRACTUAL OBLIGATIONS.

4. Grantor's Right of Access and Entry Upon the Property; Cooperation.

Grantor hereby reserves for itself and the other Grantor Parties the right to enter upon and access the Property (free from any charge or fee) from time to time to remove certain personal property and conduct certain inspections, remediation and other activities, all as more particularly described in Sections 7 and 26 of the Agreement. Such access shall not be interrupted by any transfer, assignment, conveyance, mortgage, lease, hypothecation or pledge by Grantee of the Property or any of Grantee's interests therein. In the event Grantor is involved in any remediation efforts or in obtaining environmental site closure with respect to the Property for any reason whatsoever, Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with all local, state, and federal environmental agencies having jurisdiction over the Property (the "Government") in obtaining environmental site closure for any environmental contamination relating to or arising out of Grantor's prior use of the Property.

5. Entire Understanding.

All of the provisions of this Deed, including without limitation, the Use and Operating Restrictions, shall run with the land and each portion thereof, shall bind and restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee, and the other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity expressly noted herein. This Deed, the exhibits annexed hereto and that certain Purchase and Sale Agreement dated as of November 3, 2005 (and any attachments and exhibits thereto) between Grantor and Delek U.S. Holdings, a Delaware corporation and Grantee's predecessor-in-interest and parent entity (the "Agreement") contain the entire understanding and agreement between the parties hereto relative to

the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Deed. No modification, waiver of, addition to, or deletion from the terms of this Deed shall be effective unless reduced to writing and signed by Grantor and Grantee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, said Grantor has caused this Deed to be executed by an authorized representative of Grantor and attested to by its Assistant Secretary this 15th day of December, 2005.

GRANTOR:

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation

By: Donna Simpson
Name: Donna Simpson
Title: Attorney

ATTEST:

By: A. A. Evans
Name: A. A. Evans
Title: Assistant Secretary

GRANTEE:

MAPCO EXPRESS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, said Grantor has caused this Deed to be executed by an authorized representative of Grantor and attested to by its Assistant Secretary this 15th day of December, 2005.

GRANTOR:

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation

By:_____

Name: _____

Title: _____

ATTEST:

By:_____

Name: _____

Title: _____

GRANTEE:

MAPCO EXPRESS, INC.,
a Delaware corporation

By: [signature]

Name: [illegible]

Title: COO EXEC VP

By: [signature]

Name: DANA P. [illegible]

Title: VP- REAL EST

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, JOHN CHAN, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Donna Simpson and A. A. Evans personally known to me to be the Attorney and Assistant Secretary, respectively, of BP Products North America Inc., a Maryland corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Attorney and Assistant Secretary, respectively, they signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 15TH day of DECEMBER, 200[illegible].

OFFICIAL SEAL
JOHN CHAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5-18-2008

Notary Public

My Commission Expires: 5/18/08

When Recorded, Return To: _____

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of _____, a_____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, he signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 200__.

_____
Notary Public

My Commission Expires: _____

When Recorded, Return To: _____

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Donna Simpson and A. A. Evans personally known to me to be the Attorney and Assistant Secretary, respectively, of BP Products North America Inc., a Maryland corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Attorney and Assistant Secretary, respectively, they signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 200__.

_____
Notary Public

My Commission Expires: _____

When Recorded, Return To: _____

STATE OF TENNESSEE)
)SS
COUNTY OF DAVIDSON)

I, Diane L. Abbott, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Lynwood E. Gregory, III and Dana P. Young personally known to me to be the Chief Operating Officer and Executive Vice President and Vice President-Real Estate of MAPCO Express, Inc., Delaware corporation, and personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they as such Chief Operating Office and Executive Vice President and Vice President-Real Estate, signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of December, 2005.

Diane L. Abbott
Notary Public

My Commission Expires: 9-19-09

When Recorded, Return to: _____

DIANE L. ABBOTT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 19, 2009

EXHIBIT A
TO
SPECIAL WARRANTY DEED

Legal Description

[To be attached hereto by Seller prior to Closing.]

EXHIBIT A

LEGAL DESCRIPTION

Facility No.: 24032
Service Station No.: 2472

TRACT NO. ONE: Land in the 1st Civil District of Metropolitan Nashville, Davidson County, Tennessee, being part of Lot No. 3 in the Subdivision of Lot No. 94 in Balch and Whiteside's Addition to Nashville as of record in Plan Book 1, Page 36, of the Chancery Court at Nashville, and in Book 40, Page 461, of the Register's Office for said County, shown on Tax Map 82-13 as Parcel 1318 and being more particularly described as per the survey of Joseph G. Petrosky Associates, Inc., Tennessee Registered Land Surveyor No. 1645, dated August 18, 1998, as follows:

BEGINNING at a rail road spike set in asphalt at the southeasterly terminus of the right-of-way return between the southerly right-of-way of Jefferson Street and the westerly right-of-way of 8th Avenue North; Thence, South 27°49'00" East for a distance of 84.30 feet along the westerly right-of-way 8th Avenue North to a point; Thence, along a curve to the left having a radius of 4953.07 feet, an interior angle of 00°34'42", an arc length of 50.00 feet being subtended by a chord of south 24°23'30" East for a distance of 50.00 feet along the westerly right-of-way of 8th Avenue North to the southeasterly corner of B.P. Oil Corporation property shown on Tax Map 82-13 as Parcel 141 and recorded in Deed Book 10724, Page 438, in the Register's Office of Davidson County, Tennessee, (R.O.D.C.T.), and the northeasterly corner of R.B. Cain & Helen Marie Cain property shown on Tax Map 82-13 as Parcel 139 and recorded in Deed Book 7029, Page 295, R.O.D.C.T.; Thence, along a curve to the left having a radius of 4953.07 feet, an interior angle of 00°23'57", an arc length of 34.50 feet being subtended by a chord of South 24°52'49" East for a distance of 34.50 feet along the westerly right-of-way of 8th Avenue North to THE POINT OF BEGINNING; Thence, along a curve to the left having a radius of 4953.07 feet, an interior angle of 00°27'46", an arc length of 40.00 feet being subtended by a chord of South 25°18'41" East for a distance of 40.00 feet along the westerly right-of-way of 8th Avenue North to a point on the northeasterly corner of K.F.C. Management Corporation property shown on Tax Map 82-13 as Parcel 132 and recorded in Deed Book 6468, Page 328, R.O.D.C.T.; Thence, South 65°37'53" West for a distance of 112.96 feet to a point on the northwesterly corner of K.F.C. Management Corporation and the southeasterly corner of David S. Popkin, Haeyung S. Popkin, Hyun Ja Park and Charlie Park property shown on Tax Map 82-13 as Parcel 113 and recorded in Deed Book 8833, Page 167, R.O.D.C.T., said point also being the northeasterly corner of E. Wardwell Buckner property shown on Tax Map 82-13 as Parcel 114 and recorded in Deed Book 7737, Page 918, R.O.D.C.T.; Thence, North 28°09'54" West for a distance of 42.23 feet along the easterly line of David S. Popkin, et al, to the southwesterly corner of R.B. Cain and Helen Marie Cain; Thence, North 66°41'53" East for a distance of 115.12 feet along the southerly line of R.B.

Cain and Helen Marie Cain to the POINT OF BEGINNING. Said parcel contains 0.11 acres, more or less.

TRACT NO. TWO: LAND in the 1st Civil District of Metropolitan Nashville, Davidson County, Tennessee, being part of Lot No. 3 in the subdivision of Lot No. 94 in Balch and Whiteside's Addition to Nashville, a plan of which subdivision is of record in Plan Book 1, Page 36, Chancery Court at Nashville, Tennessee, and in Book 40, Page 451, R.O.D.C.Tennessee, as shown on Tax Map 82-13 as Parcel 139, and being more particularly described as per a survey of Joseph G. Petrosky Associates, Inc., Tennessee Registered Land Surveyor No. 1645, dated August 18, 1998, as follows:

BEGINNING at a rail road spike set in asphalt at the southeasterly terminus of the right-of-way return between the southerly right-of-way of Jefferson Street and the westerly right-of-way of 8th Avenue North; Thence, South 27°49'00" East for a distance of 84.30 feet along the westerly right-of-way 8th Avenue North to a point; Thence, along a curve to the left having a radius of 4953.07 feet, an interior angle of 00°34'42", an arc length of 50.00 feet being subtended by a chord of South 24°23'30" East for distance of 50.00 feet along the westerly right-of-way of 8th Avenue North to the southeasterly corner of B.P. Oil Corporation property shown on Tax Map 82-13 as Parcel 141 and recorded in Deed Book 10724, Page 438, in the Register's Office of Davidson County, Tennessee, (R.O.D.C.T.), to THE POINT OF BEGINNING; Thence, along a curve to the left having a radius of 4953.07 feet, an interior angle of 00°23'57", an arc length of 34.50 feet being subtended by a chord of South 24°52'49" East for a distance of 34.50 feet along the westerly right-of-way of 8th Avenue North to a point on the northeasterly corner of R.B. Cain & Helen Marie Cain property shown on Tax Map 82-13 as Parcel 138 and recorded in Deed Book 1534, Page 388, R.O.D.C.T.; Thence, South 66°41'53" West for a distance of 115.12 feet along the northernly line of R.B. Cain & Helen Marie Cain to point on the easterly line of David S. Popkin, Haeyung S. Popkin, Hyun Ja Park and Charlie Park property shown on Tax Map 82-13 as Parcel 113 and recorded in Deed Book 8833, Page 167, R.O.D.C.T.; Thence, North 28°09'54" West for a distance of 36.43 feet along the easterly line of David S. Popkin, et al, to the northeasterly corner of David S. Popkin, et al, and the southeasterly corner of T.C. Jones property shown on Tax Map 82-13 as Parcel 112 and recorded in Deed Book 10273, Page 110, R.O.D.C.T., said point also being the southwesterly corner of B.P. Oil Corporation; thence, North 67°35'00" East for a distance of 117.27 feet along the southerly line of B.P. Oil Corporation to the POINT OF BEGINNING. Said parcel contains 0.09 acres, more or less.

Being the same property conveyed to B.P. Co. Exploration & Oil, Inc., an Ohio Corporation, by Deed from R.B. Cain, a widower, unmarried of record in Book 11162, Page 599, Register's Office for Davidson County, Tennessee. B.P. Co. Exploration & Oil, Inc is now known as BP Products North America Inc.

TRACT NO. THREE: Land in Davidson County, Tennessee, being more particulary described as follows:

Beginning at the point of intersection of the west right of way margin of 8th Avenue North (St. Rt. 12) and the southern right of way margin of Jefferson Street; thence along the westerly

margin of 8th Avenue North S 27 degrees 49 minutes E 84.30 feet to a point, the beginning of a curve to the left having a radius of 4953.07 feet and a length of 50.00 feet; thence with the chord of said curve S 24 degrees 23 minutes 30 seconds E 50.0 feet to an iron pin; thence leaving said right of way S 67 degrees 35 minutes W 117.27 feet to an iron pin; thence N 27 degrees 49 minutes W 79.02 feet to an iron pin; thence S 73 degrees 00 minutes W 40.0 feet to an iron pin; thence N 27 degrees 49 minutes W 78.0 feet to an iron pin in the southern right of way margin of Jefferson Street; thence with said right of way N 73 degrees 00 minutes E 146.9 feet to a point, the beginning of a curve to the right, said curve having a radius of 30.0 feet and a length of 20.59 feet; thence with the chord of said curve S 74 degrees 39 minutes 46 seconds E 20.19 feet to the point of beginning, containing 0.48 acres, more or less.

Being the same property conveyed to BP Exploration & Oil, Inc. 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 438, Register's Office for Davidson County, Tennessee.

The said BP Exploration & Oil, Inc. merged into Amoco Oil Company, a Maryland corporation on October 1, 2001 and subsequently Amoco changed its name to BP Products North America Inc. ~~The said BP Products North America Inc. is now known as BP America, Inc.~~

Tax Parcel Number(s): 082-13-0-107.00, Map 82-13, Parcel 107, 4 W 11460

Common Address: 801 Jefferson Street, Nashville, TN

Prior Deed Information: Warranty Deed recorded 10-20-98, Book 11162, Page 599
Quit Claim Deed recorded 12-17-97, Book 10724, Page 438

EXHIBIT B
TO
SPECIAL WARRANTY DEED

Use and Operating Restrictions, Notices, Acknowledgments, and Covenants

Grantee covenants and agrees, for and on behalf of itself and the other Grantee Parties, that the following use and operating restrictions, notices, acknowledgments, and covenants shall run with the land and each portion thereof, shall bind and restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity expressly noted herein, and shall bind and restrict the Property for the time periods noted herein:

I. **Petroleum Restriction**: No part of the Property shall be used by Grantee or any other Grantee Party, directly or indirectly, for a service station, petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha or any fuel used for internal combustion engines, except for the personal use or consumption of such products by Grantee or its lessees of the Property, unless any such use is in connection with the operation of the Property as a Grantor branded service station. For purposes hereof, "Grantor branded service station" shall mean a service station under the brand BP, Amoco, Arco or any other brand of Grantor or any of its affiliates or their respective successors and assigns.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and each portion thereof, and are deemed to benefit Grantor as a user of, operator of, or supplier of Grantor branded fuels to lands or retail operations in the County in which the Property is located. These restrictive covenants will remain in full force and effect for a term of fifteen (15) years from the date of this conveyance whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

II. **Environmental Matters.**

A. **Environmental Restrictions.** To reduce risks to human health and/or the environment and to permit application of corrective action standards that are consistent with applicable law, this conveyance is made by Grantor and accepted by Grantee on the express condition and subject to the following restrictions, notices, acknowledgments and covenants:

1. **Groundwater Exposure Restriction.** 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, the "Groundwater Exposure Restriction"); provided, however, that the Groundwater 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 any remediation or environmental corrective action work on the Property now or in the future.

2. **Residential Use Restriction.** The Property shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Property shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital (collectively, the

"Residential Use Restriction"). If applicable state environmental laws and regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will also be a residential use as the terms are used herein.

3. **Construction and Excavation Restrictions**.

3.1 **Below-grade Restriction.** Any building or other improvements constructed on the Property shall have a slab-on-grade foundation, with the top of the slab at or above surface level, except for any building footings and/or underground utilities (the "Below-grade Restriction").

3.2 **Construction Workers' Caution Statement.** Prior to conducting any intrusive activities with respect to the Property, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances (whether existing as of the date of this conveyance or enacted or promulgated in the future), including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120) (collectively, the "Construction Workers' Caution Restriction").

3.3 **Removal and Disposal of Soil and Groundwater.** No soils shall be excavated at or removed from any portion of the Property, unless and until representative soil samples from such portion of the Property are first tested to determine whether any actionable levels of petroleum-related or other regulated chemicals are present, and if such levels are present, then (a) the excavation, management, disposal and/or removal of any such soils at or from such portion of the Property shall be governed by a soil management plan ("Soil Management Plan") to be developed by Grantee or any other Grantee Party, as applicable, which shall comply with all applicable regulatory requirements, and (b) Grantee, or any other Grantee Party, as applicable, obtains any required Government approval of the Soil Management Plan. Grantee and the other Grantee Parties shall be solely responsible for the proper and lawful performance and payment of (a) any and all soil excavation, hauling, transportation and disposal, and (b) any extraction, dewatering and disposal of any groundwater to be extracted or removed from the Property arising out of or resulting from any development or other construction activities at the Property, including any required testing and treatment of such water (collectively, the "Soil and Groundwater Removal Restriction"). Except as may be otherwise expressly provided in the Agreement, Grantor shall not be obligated to pay any costs related to such soil excavation or groundwater extraction or any soil or groundwater removal or disposal, and/or any development of the Property.

B. **Duration.** The Groundwater Exposure Restriction, the Residential Use Restriction, the Below-grade Restriction, the Construction Workers' Caution Restriction, and the Soil and Groundwater Removal Restriction, including their related restrictions, notices, acknowledgments and covenants (collectively, the "Environmental Restrictions"), shall run with land and each portion thereof and shall be binding upon and inure to the benefit of Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, and shall remain in full force and effect and bind and restrict the Property, unless and until the Environmental Restrictions (or any portion thereof) are either: (1) waived in writing by Grantor under conditions which, in Grantor's reasonable discretion, demonstrate that specific risks to human health and the environment are, have been, and/or will be appropriately reduced; or (2) released in writing by Grantor. Grantor may, at Grantee's request, release a portion or portions of the Environmental

Restrictions from the Property upon 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 the Property without that portion or portions of the Environmental Restrictions and that the Government approves the releasing of that portion or portions of the Environmental Restrictions.

III. **Certain Environmental Acknowledgments, Covenants and Notices.**

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.

B. **USTs**. Grantee acknowledges that underground storage tanks and associated product piping systems ("USTs") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl lead or other "antiknock" compounds which have made such USTs unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Grantee expressly agrees not to use or permit the use of any such USTs for such purposes.

C. **Notice of Environmental Restrictions upon Conveyance.** Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a recital acknowledging the Environmental Restrictions and providing the recording location of this Deed upon such conveyance substantially in the following form: "The real property described herein is subject to the Environmental Restrictions made by BP Products North America Inc., as Grantor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Recorder of _____ County on the _____ day of _____, 200___, in _____County Deed Records at Volume ___, Page ___ and having Document No. _____ as if the same were fully set forth herein." Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create any right or claim that any of the Environmental Restrictions or this Deed are void, voidable or otherwise unenforceable in accordance with their terms.

IV. **Defined Terms; Successors; Other.**

Unless otherwise expressly noted herein, all initially capitalized terms used in this **Exhibit B** shall have the meanings ascribed to such terms as set forth in the Deed to which this **Exhibit B** is attached. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee's right, title or interest in or to the Property), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this **Exhibit B**, and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this **Exhibit B** shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President George W. Bush. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this **Exhibit B** shall, to any extent, be invalid or unenforceable, the remainder of this **Exhibit B** (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction

set forth in this **Exhibit B** shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this **Exhibit B** on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any other Grantee Party shall breach any of the covenants or restrictions set forth in this **Exhibit B**, then Grantee or such other Grantee Party (as applicable) shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.

EXHIBIT C
TO
SPECIAL WARRANTY DEED

Permitted Exceptions

[List of all Permitted Exceptions (as defined in the Agreement) applicable to the Property to be attached hereto prior to the Closing.]

EXHIBIT C

PERMITTED EXCEPTIONS

Facility No.: 24032
Service Station No.: 2472
Address: 801 Jefferson St., Nashville, TN

1. Taxes for the year of 2005, a lien, now due and payable, but not yet delinquent;

2. Permanent easement and right-of-way for street and sidewalk purposes of record in Book 3649, page 241, Register's Office of Davidson County, TN as shown on survey;

3. Conveyance and temporary easement for the construction of a slope of record in Book 6338, page 226, said Register's Office, as shown on aforesaid survey described below;

4. Terms, provisions, covenants, conditions, restrictions, easements charges, assessments and liens provided in the Covenants, Conditions and Restrictions of Phillips-Jackson Street Redevelopment District of record in Book 9183, page 130, as amended in Book 11625, page 280, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons;

5. Survey of Derek L. Harvel, TN RLS No. 2129, of Harvel & Associates, Inc., Job. No. 05377, dated June 16, 2005, last revised August 24, 2005, shows 45' front setback line from Jefferson Street, a 20' rear setback line, and location of easements referenced above;

6. Encroachments, protrusions, easements, changes in street lines, rights-of-way, and other matters that would be revealed by a survey and/or a visual inspection of the Property performed on the Transfer Date;

7. Any existing and/or recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be in present force and effect as of the Transfer Date, and the terms and conditions thereof;

8. Laws, regulations, ordinances and building restrictions (including, without limitation, zoning regulations) now existing or hereinafter enacted, and any violations thereof;

9. The lien for real property taxes and any special assessments which, as of the Transfer Date, are not yet due and payable;

10. Restrictions limiting the use of and operations on the Property as provided in this Deed and the exhibits attached thereto;

11. Environmental restrictions and covenants on the Property as provided in this Deed and the exhibits attached thereto;

12. Grantor's right to access and enter upon the Property after the Transfer Date as provided in this Deed and the exhibits attached thereto;

13. The terms and provisions of (i) any and all promissory notes, guaranties, deeds of trust, mortgages and other loan documents relating to or affecting the Property and assumed by Grantee and (ii) any and all environmental permits, clean-up agreements and off-site access agreements relating to or affecting the Property and assumed by Grantee;

14. Any title exceptions, liens, objections and other matters set forth on or disclosed in that certain Chicago Title Commitment Number 302959, dated May 20, 2005 or Survey by Derek L. Harvel, TN RLS No. 2129, of Harvel & Associates, Inc., dated June 16, 2005, last revised August 24, 2005 and known as Job No. 05377;

15. Any title exceptions, liens, objections and other matters waived or accepted by Grantee, deemed to be waived or accepted by Grantee, or insured over or cured by Grantor;

16. Liens, exceptions or restrictions or other matters to the extent caused or created by Grantee, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, members, shareholders, employees, contractors, agents, representatives, successors and permitted assigns; and

17. Any and all other matters affecting the Property and made available to Grantee on or prior to the Transfer Date.