Address New Owner:	**Map-Parcel Numbers:**	**Send Tax Bills To:**
DYK Petro, Inc. 701 Dickerson Pike Nashville, Tennessee 37207	Map 082, Parcel 40.00	New Owner

This instrument prepared by: Edwin E. Wallis, Jr., Moss, Benton & Wallis, PLLC325 N. Parkway, P.O. Box 3897, Jackson, Tennessee 38303-3897

After recording, please return by mail to: Moss, Benton & Wallis, PLLC (EEW)325 N. Parkway, P.O. Box 3897, Jackson, Tennessee 38303-3897

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, **G&G HOTEL & MANAGEMENT, INC.,** a Tennessee corporation (formerly known as G&G Oil & Gas Corporation) (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to **DYK PETRO, INC., a New York Corporation.** This is improved property known as 701 Dickerson Pike, Nashville, Tennessee 37207.

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 $2,500,000.00.

Affiant

Subscribed and sworn to before me this 29 day of November, 2006.

Notary Public

My Commission Expires: 01/05/2007

RHONDA DUTTON NOTARY PUBLIC AT LARGE TN MADISON COUNTY

Davidson County DEEDWARR
Recvd: 12/05/06 09:29 4 pgs
Fees:23.00 Taxes:9250.00

20061205-0149759

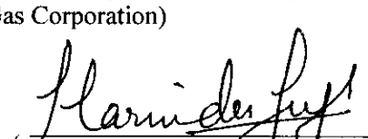
EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED, GRANTOR HAS NOT MADE, IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, GUARANTEES OR ASSURANCES, EXPRESS OR IMPLIED, TO GRANTEE REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS, 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 "ASIS, WHEREIS", 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 29 day of November, 2006.

GRANTOR:

G&G HOTEL & MANAGEMENT, INC., a Tennessee corporation (formerly known as G&G Oil & Gas Corporation)

By: 

Name: Harinder S. Grewal, President

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Rhonda Dutton, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Harinder S. Grewal, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President of **G&G HOTEL & MANAGEMENT, INC.,** a Tennessee corporation (formerly known as G&G Oil & Gas Corporation), the within named bargainor, a corporation, and that she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such President.

WITNESS my hand and seal at office in Jackson, Tennessee, this the 29 day of November, 2006.

Rhonda Dutton
Notary Public

My Commission Expires:
01/15/07

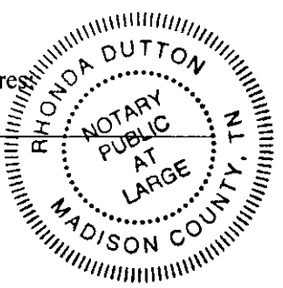


EXHIBIT A

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, SR. 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. 200005310053894, 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.

AND BEING the same property conveyed to G&G Oil & Gas Corporation from 1091612 Ontario, Inc., a Tennessee corporation by Special Warranty Deed dated May 21, 2003, and recorded May 21, 2003 in Instrument No. 20030521-0069517.