PICK-UP

File Ex 24B

Davidson County DEEDWARR
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Fees:28.00 Taxes:1154.40

20070404-0040575

Send Tax Statements To:
Watts Investment Corp.
c/o Robert Watts
2310 Sterling Road
Nashville, Tennessee 37215

This Instrument Prepared By:
John G. Haraldson, Attorney
c/o Ashland Inc., Law Department
P.O. Box 14000
Lexington, Kentucky 40512

Name and Address of New Owner:
Watts Investment Corp.
c/o Robert Watts
2310 Sterling Road
Nashville, Tennessee 37215

Map & Parcel: 86-0-0-233.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **ASHLAND INC.** (formerly known as New EXM Inc.; New EXM Inc. being successor by merger with EXM LLC; EXM LLC being successor by merger with Ashland Inc.; Ashland Inc. being formerly known as Ashland Oil, Inc.; Ashland Oil, Inc. being successor by merger with Valvoline, Inc.; and, Valvoline, Inc. being successor by merger with Valvoline Instant Oil Change, Inc.), a Kentucky corporation, ("GRANTOR"), has this day bargained and sold and hereby transfers and conveys unto, **WATTS INVESTMENT CORP.**, a Tennessee corporation, ("GRANTEE") its successors and assigns, forever, that certain parcel of real estate located in Davidson County of the State of Tennessee, being described on Exhibit A, attached hereto and made a part hereof.

TO HAVE AND TO HOLD said real estate, together with all of the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto GRANTEE, its successors and assigns, forever.

This Deed is made subject to all legal highways, zoning and building laws, ordinances and regulations, to all restrictions, easements, right-of-way, exceptions, reservations and conditions contained in prior instruments of record in the chain of title to the property conveyed hereby and to any state of facts which an accurate survey would show.

GRANTOR, insofar as it has the legal right to do so, does further release, remise and forever quitclaim unto GRANTEE, all the GRANTOR'S right, title and interest, if any, in and to all roadways, streets, alleys, easements and rights-of-way adjacent to or abutting on the above described tract or parcel of land.

GRANTOR covenants and warrants with GRANTEE that GRANTOR, its heirs, successors and assigns, will (except for the property quitclaimed by the immediately preceding paragraph) warrant and defend the real property unto GRANTEE, its successors and assigns, against the claims and demands of GRANTOR and the lawful claims of all persons claiming by, through or under GRANTOR, but no other; provided, however, that any one claim or demand, or all claims and demands in the aggregate, pursuant to this warranty, will in no event exceed Three Hundred Twelve Thousand Dollars ($312,000.00), which GRANTOR and GRANTEE hereby agree to be the true and actual value of the real and personal property conveyed hereby.

Except as expressly provided in the immediately preceding paragraph, GRANTOR MAKES NO REPRESENTATION AS TO THE PROPERTY CONVEYED HEREBY, OR ITS CONDITION, ITS MERCHANTABILITY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, AND GRANTEE BY ITS ACCEPTANCE OF THIS DEED, HEREBY ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPTS THE SAME "AS IS," "WHERE IS" AND "WITH ALL FAULTS." GRANTEE will not make any claim against GRANTOR for diminution of the value of the property conveyed hereby, remediation of any contamination on the property conveyed hereby, loss of use of the property conveyed hereby, handling, transportation or disposal of contaminated media from the property conveyed hereby, or any other loss, damage or expense as the result of any environmental contamination or other latent or patent defect in said property's condition, and GRANTEE, and its successors, personal representatives and assigns, hereby agree to protect, indemnify and hold harmless GRANTOR, GRANTOR's affiliated companies, and their directors, officers, employees and agents, from and against any such claims.

GRANTEE hereby covenants, for GRANTEE and GRANTEE's successors, personal representatives and assigns, not to use or permit use of the property conveyed hereby for the operation of an oil change facility, or for the sale or storage of motor oil products, except for oil changes performed solely for the purpose of preparing a vehicle for sale in conjunction with a

new or used car facility, all for a period of ten (10) years from the date hereof. Such covenants run with the land and are binding upon GRANTEE and GRANTEE's heirs, successors, personal representatives and assigns.

GRANTOR and GRANTEE hereby agree that ad valorem property taxes and all assessments on the real property conveyed hereby will be prorated between GRANTOR and GRANTEE as of the date hereof, and GRANTEE, by its acceptance of this Deed, hereby assumes and agrees to pay the same from and after the date hereof.

The terms and provisions contained in this Deed are binding upon and will inure to the benefit of GRANTOR and GRANTEE and their respective successors, personal representatives and assigns.

IN WITNESS WHEREOF, GRANTOR has caused its name to be subscribed hereto as of the 3rd day of April, 2007.

ASHLAND INC.

By: _____

Its: VICE PRESIDENT

Reviewed Law Dept

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

Personally appeared before me, the undersigned authority, a Notary Public in and for the said County and State, the within named Samuel M. Mitchell, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of Ashland Inc., a Kentucky corporation, the bargainor, and that he as such Vice President, executed the foregoing instrument Special Warranty Deed for the purposes therein contained, by signing the name of the corporation by himself as its Vice President.

WITNESS MY HAND AND OFFICIAL SEAL in Fayette County, Kentucky, this the 3rd day of April, 2007.

Judith P. Johnson
NOTARY PUBLIC

My Commission Expires: Judith P Johnson My Commission Expires May 15, 2009

STATE OF TENNESSEE
COUNTY OF DAVIDSON

AFFIDAVIT

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $312,000.00.

AFFIANT

SWORN to and subscribed before me this the 4th day of April, 2007.

ANN B. WADDELL NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TN

NOTARY PUBLIC

My Commission Expires: 11/24/07

EXHIBIT A

Being Lot No 1 on the Plan of Resubdivision of Lot 2 Laurel Hills Commercial Park as of record in Book 7900, Page 92 in the Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description. TOGETHER WITH AND SUBJECT TO, a reciprocal access easement pursuant to that Easement Agreement dated November 27, 1990, by and between Valvoline Instant Oil Change, Inc. and Karene Corporation, of record in Book 8269, Page 834 in the Register's Office of Davidson County, Tennessee.

Being part of the same property conveyed to Ashland Oil, Inc., a Kentucky corporation, by deed from Laurel & Wendy, LTD, a Tennessee limited partnership, dated April 5, 1988, of record in Book 7512, Page 535, re-recorded in Book 7564, Page 148, and again in Book 7564, Page 973 Register's Office for Davidson County, Tennessee. Being part of the same property conveyed to Valvoline Instant Oil Change, Inc. a Delaware corporation, by deed from Ashland Oil, Inc., a Kentucky corporation, effective as of October 1, 1989, of record in Book 7996, Page 871, Register's Office for Davidson County, Tennessee. Certification of Merger of Valvoline Instant Oil Change, Inc., a Delaware corporation into Valvoline, Inc., a Kentucky corporation, and Valvoline, Inc. into Ashland Oil, Inc., a Kentucky corporation, as set out in Book 9433, Page 453, said Register's Office. Change of name filed with the Commonwealth of Kentucky Secretary of State from Ashland Oil, Inc. to Ashland Inc. filed on January 27, 1995. Certificate of Merger filed with the Commonwealth of Kentucky Secretary of State of Ashland Inc. into EXM LLC, a Kentucky limited liability company, on June 30, 2005, further, EXM LLC merged with and into New EXM Inc. changing name to Ashland Inc.

This is improved property known as 3423 Lebanon Road, Hermitage, Tennessee.