Special Warranty Deed

FROM: **BP PRODUCTS NORTH AMERICA INC., a Maryland corporation** (formerly known as Amoco Oil Company, successor in interest to BP Exploration & Oil Inc.)
Grantor

TO: **THE KRYSTAL COMPANY**
Grantee

This document prepared by:
Alexander C. Waddey, Esquire
Stites & Harbison, PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 05/07/07 11:23 12 pg
Fees:63.00 Taxes:1202.50
20070507-0054509

Address New Owner (s) As Follows:	Name and Address of the Person or Entity Responsible for the payment of Real Property Taxes	Map-Parcel Numbers
One Union Square Chattanooga, TN 37402-2554	Same	Map 120-5 Parcel 196 Field Book Numbers _____

STATE OF Tennessee)
COUNTY OF Hamilton)

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Twenty-Five Thousand and NO/100 Dollars ($325,000.00).

Affiant

COLLEEN M. FIESER
STATE OF TENNESSEE
NOTARY PUBLIC
HAMILTON COUNTY

SUBSCRIBED AND SWORN TO before me, this the 27th day of APRIL, 2007.

Notary Public

My Commission Expires: Feb. 6, 2010

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation (formerly known as Amoco Oil Company, successor in interest to BP Exploration & Oil Inc.) ("Grantor") with its principal office address at c/o BP Products North America Inc., 28100 Torch Parkway, Warrenville, Illinois 60555, pursuant to authority given by the Board Of Directors of said corporation, has bargained and sold, and by these presents transfers and conveys to THE

KRYSTAL COMPANY, a Tennessee corporation, with its principal office address at One Union Square, Chattanooga, TN 37402-2554 ("Grantee"), Grantee's successors and assigns, as of _____, 2007 (the "Transfer Date"), certain land located in the City of Nashville, County of Davidson, State of Tennessee, more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to the real estate taxes for the current year.

This is unimproved property, being more commonly known as 1201 Murfreesboro Pike, 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 at law or in equity, of, in and to the Property, with the hereditaments and appurtenances thereto.

TO HAVE AND TO HOLD the Property, with all appurtenances, estate, title and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever.

Grantor covenants with the Grantee that the Property is free from all encumbrances made or suffered by Grantor, except to the extent otherwise set forth herein or on the attached **Exhibit B**.

Use and Operation Restrictions.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the restrictions and covenants described on **Exhibit C** attached hereto ("Use and Operation Restrictions"). Notwithstanding the foregoing, the Use and Operation Restrictions do not prohibit the installation or use of any compliance wells, or any underground monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or any corrective action work on the Property now or in the future. 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) to Grantee) (collectively, the "Grantee Parties"), by acceptance of this Deed, hereby agrees to indemnify, defend and hold harmless the Grantor, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, 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, expenses, obligations, losses , damages (including, without limitation, business interruption), costs, payments, liabilities, liens, environmental remediation costs and expenses, fines, penalties, and costs and expenses of litigation and reasonable attorneys' fees arising out of or relating to any use of the Property from and after the Transfer Date which is in violation of or inconsistent with the Use and Operation Restrictions. The Use and Operation Restrictions shall run with the Property and each portion thereof for the benefit of the Grantor Parties and shall bind Grantee, the Grantee Parties, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Property. Grantor may, in Grantor's sole and absolute discretion (but shall in no event be obligated to unless otherwise provided herein), release and/or waive any or all of the Use and

Operation Restrictions at any time, by written instrument duly executed and delivered by Grantor.

Condition of Property.

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" CONDITION.

Entire Understanding.

This Deed and the Exhibits annexed hereto 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.

Grantor further covenants and binds itself, to warrant and forever defend the title to the Property to Grantee, Grantee's successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise, except that no warranty is made as to the amount of acreage in the Property.

IN WITNESS WHEREOF, said Grantor has caused this Special Warranty Deed to be executed by an authorized representative of Grantor and attested to by its Assistant Secretary this 30 day of April, 2007.

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation,
f/k/a Amoco Oil Company, successor in
interest to BP Exploration & Oil Inc.

By: _____
Name: John F. Underwood
Title: Portfolio Manager, US Fuels

APPROVED	
MLV	AS TO FORM
	AS TO FORM-SM

ATTEST:

By: M. Azalia O'Brien
Name: M. Azalia O'Brien
Title: Assistant Secretary

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, Tammy L. Rambow, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John J. Underwood personally known to me to be the Portfolio Mgr. U.S. Fuels of BP Products North America Inc., a Maryland corporation (f/k/a Amoco Oil Company, successor in interest to BP Exploration & Oil Inc.), and personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Portfolio Mgr. U.S. Fuels, he/she signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as his/her 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 23rd day of April, 2007.

Tammy L. Rambow
Notary Public

My Commission Expires: 7-22-2010

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
TAMMY L. RAMBOW
MY COMMISSION EXPIRES
JULY 22, 2010

When Recorded, Return To: _____

Mail Subsequent Tax Bills To: _____

13541N:060649:665453:8:NASHVILLE
4/20/07

EXHIBIT A
TO
SPECIAL WARRANTY DEED

Land in Davidson County, Tennessee, being Lot No. 1 as shown of the Plan of Resubdivision Part of Reserved Parcel "A" Section Five, Glengarry Park, of record in Plat Book 4060, page 49, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more completed description.

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 480, 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.

EXHIBIT B
TO
SPECIAL WARRANTY DEED

(Permitted Exceptions)

1. All matters shown on the Plan of Resubdivision Part of Reserved Parcel "A" Section Five, Glengarry Park, of record in Plat Book 4060, Page 49, Register's Office of Davidson County, Tennessee.

2. Covenants, Conditions and Restrictions of record in Book 2796, Page 604 and Book 3186, Page 148, Register's Office for Davison County, Tennessee.

EXHIBIT C
TO
SPECIAL WARRANTY DEED

(USE AND OPERATING RESTRICTIONS, AND AFFIRMATIVE COVENANTS)

The Grantee herein 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 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 set forth herein:

I. **Petroleum and other Restrictions.** No part of the Property shall be used by Grantee or any other Grantee Party, directly or indirectly, for:

(A) automobile service station, petroleum station, a motor vehicle fueling facility, or gasoline station;

(B) an automobile repair shop, or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts or accessories, tires, batteries, or other petroleum or petroleum-related products; or

(C) a convenience store, which shall be defined as any retail business with its primary emphasis placed on providing the public a convenient location to quickly purchase from a wide array of consumable products and services; provided however that such restriction and covenant shall not prohibit the storage of motor fuels, lubricants or other petroleum products or convenience store items on the Property solely for the use or consumption of such products by Grantee or other occupants of the Property.

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 twenty (20) 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 environmental corrective action standards or other protective activities 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, 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 written soil management plan ("**Soil Management Plan**") to be developed by Grantee or any other Grantee Party, as applicable, which shall comply with all applicable laws and regulatory requirements; (b) a copy of the Soil Management Plan shall be submitted to Grantor for review and approval, which approval shall

not be unreasonably withheld or delayed; and (c) 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 (d) any and all soil excavation, hauling, transportation and disposal pursuant to the Soil Management Plan or otherwise and (e) 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 Soil Management Plan that has been approved by Grantor or in the Purchase and Sale 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.

3.4 **Development; Relocation of Remediation Equipment.** Grantee shall submit to Grantor a copy of plans for any construction, relocation of improvements on the Property, or any excavation, demolition, re-grading, repaving, landscaping or other development activity at the Property (excluding any renovations solely to the interior of building that have no impact on any government required environmental work) ("**Development**") for Grantor's review and consent at least thirty (30) days prior to the commencement by anyone of any Development activities on the Property, unless Grantor expressly waives this provision in writing and in advance of any such Development. In the event that monitoring or recovery wells, monitoring points, treatment equipment, mobile treatment units, and any other equipment, vehicles or improvements used or installed by Grantor for any government required environmental (collectively, "**Corrective Action Equipment**") are present at the Property on the date of this conveyance or thereafter, no Grantee Party will interfere with the use or operation of the Corrective Action Equipment, or damage or destroy (or permit the damage or destruction of by any Grantee Party) any Corrective Action Equipment. In the event Grantee or any other Grantee Party damages or destroys any Corrective Action Equipment, Grantee or such other Grantee Party (as applicable) shall pay, upon demand, Grantor's costs in repairing or replacing it. No Grantee Party shall remove or relocate any Corrective Action Equipment without the prior written consent of Grantor not to be unreasonably withheld. In the event that Grantor consents to any such removal or relocation, then either (at Grantor's sole election): (a) Grantee (or such other Grantee Party (as applicable)) shall perform such removal and/or relocation at its sole cost and expense, pursuant to plans and specifications which have been approved in writing by Grantor, and using contractors reasonably acceptable to Grantor (in which event Grantor and its contractors and consultants shall have the right to be present at, and supervise, such removal or relocation); or (b) Grantor shall perform (or cause to be performed) such removal and/or relocation, but all costs and expenses of such removal or relocation shall be borne solely by Grantee or such other Grantee Party (as applicable), and Grantee or such other Grantee Party (as applicable) shall promptly reimburse Grantor for any such costs or expenses paid, sustained or incurred by Grantor.

3.5 **Cooperation.** Grantee and each of the other Grantee Parties agrees to work in good faith with Grantor and with the Government in obtaining environmental site closure (to commercial standards, if applicable) for any Hydrocarbon Contamination at no cost to Grantee. Said cooperation may include, but not be limited to, the following: (a) execution of any and all documentation as may be necessary, in Grantor's sole but reasonable discretion, to

obtain environmental site closure for the Property, provided such documentation does not impose further use and operating restrictions which materially impair Grantee's intended use of the Property as a retail fast food restaurant and which are similar to those set forth in this **Exhibit B**; (b) attendance at any meetings requested by Grantor relating to the Hydrocarbon Contamination and government required environmental work efforts; and/or (c) such other further acts as may be required in order to obtain environmental site closure for any Hydrocarbon Contamination. Should Grantee or any Grantee Party fail or refuse to sign such documentation, or become unavailable to sign such documentation (after reasonable inquiry by Grantor), Grantee or Grantee Parties hereby irrevocably appoints any Environmental Business Manager of Grantor (or any successor corporation thereto) as its attorney-in-fact to sign and execute such documentation for and on behalf of Grantee or Grantee Parties. Grantee and each of the other Grantee Parties further authorizes Grantor to record one or more "No Further Remediation" or "No Further Acton" letters or similar site closure documentation or notices against the Property, if required by the government or the laws, when the same are obtained by Grantor from the government.

3.6 **Notice**. Any notices required to be given to Grantor shall be given using the following address:

BP Products North America Inc.
c/o Atlantic Richfield Company, VP Operations
28100 Torch Parkway
Warrenville, IL 60555
Telephone No.: 630-836-7138
Facsimile No.: 630-836-7193
Site SS #: 24446
Property Address: 1201 Murfreesboro Pike
Nashville, Tennessee 37217.

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 and those restrictions, notices, acknowledgments and covenants set forth in sections 3.4 and 3.5 above (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 sole 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, which such release shall not be unreasonably withheld, 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. **Intentionally Omitted.**

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 Davidson County on the N/A day of N/A, 2007, in Davidson County Deed Records having Document No. N/A 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.** All 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 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 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 provided Grantor or Grantor Party is ultimately the prevailing party after all appeals have been waived and/or exhausted.

[End of Exhibit C to Deed]