44795
BOX 26A

QUIT CLAIM DEED
Tennessee

Davidson County DEEDQC
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20071226-0147098

Prepared by

Christine Nichols
Barack Ferrazzano Kirschbaum & Nagelberg, LLP
200 W. Madison St.
Chicago, IL 60613

THE GRANTOR, **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation, successor-in-interest to BP Exploration & Oil, Inc., an Ohio corporation ("**Grantor**") with its principal office address at c/o BP Products North America Inc., 1323 Bond Street, Naperville, Illinois 60563, 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 QUIT CLAIM (without any covenant, representation or warranty of any kind), TO: **BROTHERS INVESTMENTS, INC.**, a Tennessee corporation, whose address is 4313 Belle Mina Lane, Franklin, TN 37064 ("**Grantee**") as of December 19th, 2007 (the "**Transfer Date**") the following described real estate (the "**Property**") situated in the City of Gallatin, 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 Property: 510 N. Gallatin Rd., Madison, TN
Tax Identification Number(s): 43-9/143

Address for where to send tax bills:
Brothers Investments, Inc.
4313 Belle Mina Lane
Franklin TN 37064

STATE OF ILLINOIS)
COUNTY OF DuPAGE)

The actual consideration or value, whichever is greater, for this transfer is Four Hundred Thousand and NO/100 Dollars ($400,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 18th day of December, 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

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; **TO HAVE AND TO HOLD** the Property as above described, with the appurtenances, unto Grantee, its successors and assigns forever.

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, acknowledgements and covenants described on **Exhibit B** attached hereto (collectively "**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.

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) to Grantee (collectively, the "**Grantee Parties**"), by acceptance of this Deed, hereby agrees, except as may otherwise be provided in the Purchase and Sale Agreement (as defined herein), to assume responsibility for, and shall defend (with counsel reasonably acceptable to the Grantor Parties (as defined herein), indemnify, defend 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 (a) any and all actions or causes of action at law or in equity, claims, demands, expenses, obligations, losses, damages liabilities, suits, judgments, fines, penalties, payments, costs and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of or resulting from the use or operation of the Property on and after the Transfer Date including, without limitation, any "Government Required Environmental Work", "Third Party Claims", "Hazardous Materials" occurring on, at or migrating from the Property, or other environmental liabilities of any Grantee Party under the "Environmental Laws" (as those terms are defined in the Purchase and Sale Agreement); (b) any Losses sustained or incurred by any Grantor Party that result from any breach of Grantee's duties, liabilities, obligations or covenants of the Purchase and Sale Agreement; (c) Grantee's failure to discharge, or delay in discharging, any of the "Assumed Environmental Liabilities" (as defined in the Purchase and Sale Agreement); (d) damage to or destruction of Grantor's corrective action equipment caused by any Grantee Party, tenants or other business invitees; (e) any "Development" (as defined herein), including without limitation, Development costs that are increased or unanticipated due to the environmental condition of the Property, delay costs resulting from the environmental condition of the Property, costs and expenses to handle, manage, remediate or dispose of soil or groundwater containing Hydrocarbons or any other

Hazardous Materials, and the relocation, replacement, repair or removal of any corrective action equipment; (f) any statutory or equitable claim or cause of action against Grantor arising from or relating to the environmental condition of the Property; and (g) changes in, modifications to or amendments of environmental laws that were in effect prior to the Transfer Date or promulgated, made or enacted on or after the Transfer Date irrespective of whether the events giving rise to such liabilities occurred prior to, on or after the Transfer Date; (h) 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 Purchase and Sale Agreement or any other documents or instruments executed and delivered by Grantor and Grantee pursuant to the Purchase and Sale 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, WITH ALL FAULTS**" CONDITION EXISTING AS OF 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 the Purchase and Sale 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, to commercial standards, for any environmental contamination relating to or arising out of Grantor's prior use of the

Property.

5. Further Assurances.

Grantee shall, from time to time, upon request of Grantor, execute and deliver to Grantor, and hereby authorizes Grantor to record in the appropriate governmental or other public records, such further documents and instruments and perform such acts as Grantor may reasonably deem appropriate to perfect, aid or assist in the imposition and/or recording of the Environmental Restrictions as defined in **Exhibit B** hereto, provided that such further documents, instruments or actions are consistent with the terms or intent of the Purchase and Sale Agreement, or such other such documents as may be required or authorized by the Government. Grantee shall, at Grantor's request, provide to Grantor evidence of compliance with all Environmental Laws, including, without limitation, the results of tank and line tightness tests, product inventory data, tank gauging data and tank leak detection data.

6. 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 and Schedules annexed hereto and the Purchase and Sale Agreement (as may have been amended) between Grantor and Grantee dated October 26, 2007 (and attachments) ("**Purchase and Sale 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.

On October 1, 2001, Amoco Oil Company merged with BP Exploration & Oil Inc. Amoco Oil Company was the surviving corporation and changed its name to BP Products North America Inc.

IN WITNESS WHEREOF, said Grantor has caused this Quit Claim Deed to be executed by an authorized representative of Grantor this 19th day of December, 2007.

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation, successor in interest to
BP Exploration & Oil, Inc., an Ohio
corporation

By: _____
Name: John J. Underwood
Title: Portfolio Manager

APPROVED
AS TO FORM
AS TO FORM-SM

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 Manager, of BP Products North America Inc., a Maryland corporation, 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 Manager, 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 18th day of December, 2007.

_____
Notary Public

My Commission expires: 7-22-2010

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

EXHIBIT A
TO
QUIT CLAIM DEED

Legal Description

See attached.

LAND in Davidson County, Tennessee, being the westerly 119 feet of the easterly 135 feet of Lots Nos. 4, 5 and 6 and the easterly 135 feet of Lot No. 7 of Block "C" on the Plan of Woodlawn Estates, as of record in Book 843, page 82, Register's Office for said County, described according to a survey made by Barge, Waggoner and Sumner, Inc., Engineers, October 22, 1956, as follows:

BEGINNING on the southerly margin of Cumberland Avenue at an iron pin 16 feet west of the corner of Lots Nos. 3 and 4; thence South 1 deg. 00' West and parallel with the westerly line of said Lot No. 3, 165 feet to an iron pin in the northerly line of Lot No. 7; thence with the northerly line of said lot, South 87 deg. 41' East 16 feet to an iron pin at the southwest corner of said Lot No. 3; thence South 1 deg. 00' West and with the westerly line of Lot No. 10, 55 feet to the corner of Lots Nos. 7 and 8; thence with the line between said two lots, North 87 deg. 41' West 135 feet to the easterly margin of Gallatin Pike, as widened; thence with same, North 1 deg. 00' East 220 feet to an iron pin in the southerly margin of said Cumberland Avenue; thence with same, South 87 deg. 41' East 119 feet to the beginning.

Included in the above description but excluded therefrom is the right for a 35 foot radius at the southeast intersection of Cumberland Avenue and Gallatin Pike.

Being the same property conveyed to BP Exploration & Oil, Inc., an Ohio corp., by Deed of record in Book 10724, Page 501, Register's Office for Davidson County, Tennessee.

EXHIBIT B
TO
QUIT CLAIM DEED

Use and Operating Restrictions, Notices, Acknowledgements and 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:

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

(A) an automobile service station, petroleum station, motor vehicle fueling facility, gasoline station or car wash;

(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, motor vehicle fuel, 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;

(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; or

(D) a quick service restaurant, which shall be defined as any restaurant at which customers order their food at a counter or window from a cashier as opposed to ordering their food from a wait staff, which shall include (by way of example) McDonald's, Burger King, Wendy's, Culver's, Panera Bread, Taco Bell, KFC

provided however that such restrictions and covenants shall not prohibit the storage of motor fuels, lubricants, 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 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.

Notwithstanding the forgoing, Grantor shall waive its right to enforce the above

restrictions contained in this Section I of this Exhibit B to the Quit Claim Deed but only for so long as the Property is operated by Grantee or any other Grantee Party as a branded service station of BP (or any affiliate of such entity).

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 **Engineered Barriers and Below-grade Restrictions.** Grantee shall place any engineered barrier on the Property as may be required by the Government. 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**"). Such training shall at a minimum include both an initial 40-hour and future 8 hour refresher training and certifications in compliance with OSHA

HAZWOPER requirements and any similar applicable requirements (whether existing as of the date of this conveyance or enacted or promulgated in the future).

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) 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 (c) any and all soil excavation, hauling, transportation and disposal pursuant to the Soil Management Plan or otherwise and (d) 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 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 **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 #: 3010
Property Address: 510 N. Gallatin Rd., Madison, TN

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 affirmative 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 sole 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 Davidson County on the _____ day of _____, 200___, in Davidson 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.** 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.

[End of Exhibit B to Deed]