THIS INSTRUMENT PREPARED BY:
Jiffy Lube International, Inc.
Legal Department
910 Louisiana
Houston, TX 77002

Davidson County DEEDWARR
Recvd: 02/29/08 13:17 5 pgs
Fees:28.00 Taxes:1576.20
20080229-0020185

Address New Owner:
MAT Real Estate, LLC
10101 Linn Station Road
Louisville, Kentucky 40223

Send Tax Bills To:
MAT Real Estate, LLC
10101 Linn Station Road
Louisville, Kentucky 40223

Map & Parcel Nos.: 75-10-213
Lot 5 on the plan of Wal-Mart Center, Plat Book 6900, Page 237, Register's Office, Davidson County, Tennessee

SPECIAL WARRANTY DEED

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THAT **JIFFY LUBE INTERNATIONAL, INC.,** a Delaware corporation ("Grantor"), for TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid to Grantor by **MAT REAL ESTATE LLC,** a Kentucky limited liability company ("Grantee"), has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee those certain tracts or parcels of real property situated in Davidson County, Tennessee, and more particularly described on Exhibit A attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with any and all improvements situated thereon and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way (all of the foregoing being hereinafter referred to collectively as the "Property").

This Special Warranty Deed (this "Deed") is expressly made subject to all recorded and validly existing restrictions, covenants, conditions, rights-of-way, easements, ordinances, maintenance charges and liens securing said charges, mineral reservations, royalty reservations and other encumbrances and instruments, if any, affecting all or any part of the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, Grantee's successors and assigns, forever; and Grantor does hereby bind Grantor, Grantor's successors, assigns and legal representatives, to WARRANT and FOREVER DEFEND all and singular the Property unto Grantee, 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, however, to the following restriction and other matters set forth in this Deed:

> Grantee acknowledges that Grantor is a franchiser of quick lube and automotive maintenance service businesses, that the covenant agreed to by Grantee in this paragraph is necessary to preserve and protect the proprietary rights, business relationships and

goodwill of Grantor as a going concern, and such covenant is not nominal or without actual or substantial benefit to Grantor. Thus, to accord to Grantor the full value of its conveyance of the Property, Grantee agrees that neither the Property, nor the adjoining property that is either now owned by Grantee or is purchased by Grantee in the future, shall be used, directly or indirectly, for a period of twenty (20) years after the date of this Deed, for the operation of a quick lube or automotive maintenance service business. This covenant of Grantee shall run with the Property. Grantee agrees that the covenant contained herein is reasonable, that valid consideration has been received therefor and that the covenant is the result of arm's-length negotiations. Grantee further acknowledges that the remedy at law for the breach of this covenant will be inadequate and that, in addition to any other remedy that Grantor may have, Grantor will be entitled to an injunction restraining any such breach or threatened breach, without any bond or other security being required. Such right to injunctive relief shall be cumulative and in addition to any other remedies that Grantor may have at law or in equity. If any court construes the covenant contained in this paragraph to be unenforceable because of its duration or scope, the court shall have the power to reduce the duration and scope to the extent necessary so that the provision is enforceable, and such provision, as reduced, shall then be enforceable.

GRANTEE, BY GRANTEE'S ACCEPTANCE OF THIS DEED, ACKNOWLEDGES THAT GRANTEE HAS INSPECTED THE PROPERTY AND IS SATISFIED AS TO THE CONDITION OF SAME AND THAT GRANTEE ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, SAVE AND EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN.

Signature Page to Follow

EXECUTED effective as of February 20th, 2008.

JIFFY LUBE INTERNATIONAL, INC.
a Delaware corporation

By _____
Name: Myron G. Menk
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, PAULA JEANE FLOECK, a Notary Public of the State and County aforesaid, personally appeared Myron Menk, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of Jiffy Lube International, Inc., the within named bargainor, a Delaware corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as .

Witness my hand and official seal, at office in HOUSTON, TEXAS this 20th day of February, 2008.

Notary Public

My Commission Expires: 10/26/2010

PAULA JEANE FLOECK
Notary Public, State of Texas
My Commission Expires
October 26, 2010

Exhibit A

THE PROPERTY

Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of First Revision to Wal-Mart Center, a Planned Unit Development, of record in Plat Book 6900, page 3, and revised in Plat Book 6900, page 237, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to Quaker State Minit-Lube, Inc., a Delaware corporation by deed from Wal-Mart Properties, Inc., a Delaware corporation of record in Book 7374, page 500, Register's Office for Davidson County, Tennessee. The said Quaker State Minit-Lube, Inc. having since changed its name to Q Lube, Inc. as evidenced by Certificate of Amendment of Certificate of Incorporation of record in Instrument No. 20050628-0074099, said Register's Office; The said Q Lube, Inc, having since merged with and into Jiffy Lube International, Inc., as evidenced by Certificate of Ownership and Merger, of record in Instrument No. 200802290020183, said Register's Office.

SPECIAL WARRANTY DEED

STATE OF TEXAS
COUNTY OF HARRIS The actual consideration or value whichever is greater, for this transfer is $426,000.00.

Affiant _____

Myron G. Menk, Vice President, Jiffy Lube International, Inc.

Subscribed and sworn to before me this the 20th day of February, 2008.

(Affix Seal) *Notary Public* _____

My commission expires: 10/26/2010

PAULA JEANE FLOECK
Notary Public, State of Texas
My Commission Expires
October 26, 2010