Address New Owner:	Map-Parcel Number:	Send Tax Bills To:
Walid Al-Nimri and Joyce Al-Nimri 84 Thompson Lane Nashville, Tennessee 37211	051-08-0-016	New Owner
This instrument prepared by: David A. Rutter, Bradley Arant Boult Cummings LLP, 1600 Division Street, Suite 700, Nashville, TN 37203		

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 consideration, the receipt and sufficiency of which are hereby acknowledged, MAPCO EXPRESS, INC., a Delaware corporation, successor to Earth Resources Company (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to WALID AL-NIMRI, and wife, JOYCE AL-NIMRI, each being individual residents of the State of Tennessee (the "Grantee"), Grantee's heirs, successors and assigns, the real property described on Schedule 1, 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 matters described on Schedule 2, attached hereto and incorporated herein by reference, and the other provisions of this Deed (collectively, the "Permitted Encumbrances").

This is improved property commonly known as 1004 Gallatin Pike, Madison, Tennessee.

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

Grantor covenants with the Grantee, its heirs, successors and assigns, that the Property is free from all encumbrances made or suffered by Grantor, except the Permitted Encumbrances.

Grantor covenants and binds itself and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, Grantee's heirs, successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, except (i) claims arising under or by virtue of the Permitted Encumbrances, and (ii) Grantor makes no warranty as to the amount of acreage in the Property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, which is greater, for this transfer is $110,000.00.

Affiant

Subscribed and sworn to before me this 29th day of September, 2009.

Notary Public
My Commission Expires: 7-3-12

BILL GARRETT, Davidson County
Trans:T20090067304 DEEDWARR
Recvd: 10/02/09 14:38 8 pgs
Fees:43.00 Taxes:407.00
20091002-0091813

Grantor hereby imposes upon the Property the covenants and restriction set forth on Schedule 3, attached hereto and incorporated herein by reference (the "Use and Operation Restrictions"). By acceptance of any conveyance of the Property or any right, title or interest therein or any portion thereof, Grantee and its heirs, successors and assigns agree to comply with the Use and Operation Restrictions. The Use and Operation Restrictions shall run with the land, shall be binding upon Grantee and its heirs, successors and assigns, and shall inure to the sole benefit of Grantor and its successors and assigns. Grantor shall have the right, at Grantor's option and in Grantor's sole and absolute discretion, to release any or all of the Use and Operation Restrictions at any time, by written instrument duly executed and recorded by Grantor.

For purposes hereof, Grantee and each of its heirs, successors and assigns (including, but not limited to, each successor owner of the Property or any right, title or interest therein or portion thereof) is referred to as a "Successor Grantee." Each Successor Grantee shall indemnify, defend and hold harmless Grantor and its successors and assigns from and against any and all actions, claims, demands, lawsuits, obligations, losses, damages, liabilities, liens, environmental remediation costs, fines, penalties, costs and expenses (including, but not limited to, reasonable litigation expenses, court costs and attorneys' fees) arising out of or resulting from any violation of the Use and Operation Restrictions by such Successor Grantee or any of its agents, employees, contractors, representatives, tenants, subtenants, licensees, concessionaires, invitees, customers, or guests. If a Successor Grantee or any of its agents, employees, contractors, representatives, tenants, subtenants, licensees, concessionaires, invitees, customers or guests breaches the Use and Operation Restrictions, then such Successor Grantee shall pay all costs and expenses (including, but not limited to, reasonable litigation expenses, court costs, and attorneys' fees) incurred by Grantor to enforce the Use and Operation Restrictions and pursue any and all remedies available to Grantor as a result of such breach. The provisions of this paragraph shall run with the land, shall be binding upon Grantee and its heirs, successors and assigns, and shall inure to the sole benefit of Grantor and its successors and assigns.

If any provisions of this Deed shall be invalid or unenforceable, the remainder of this Deed (and the application of such provision to persons or circumstances other than in respect of which it was held invalid or unenforceable) shall not be affected thereby. Each provision of this Deed shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and each Successor Grantee, that the breach of any of the Use and Operation Restrictions will result in irreparable harm to Grantor and Grantor's remedies at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to any other remedies available to Grantor at law or in equity, in the event of any breach or threatened breach of the Use and Operation Restriction, Grantor shall be entitled to injunctive relief and Grantor shall not be required to post any bond or other security in connection therewith.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS AND WARRANTIES REGARDING (I) THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS, WASTES, POLLUTANTS AND CONTAMINANTS (COLLECTIVELY, "HAZARDOUS SUBSTANCES"), (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 LAWS (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) THE QUALITY, NATURE, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, ADEQUACY, VALUE, PROFITABILITY, PROSPECTS OR CONDITION OF THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS DEED, GRANTEE IS ACQUIRING THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND DEFECTS (LATENT OR PATENT).

EXCEPT FOR ANY CLAIMS BASED ON GRANTOR'S BREACH OF THE EXPRESS TERMS OF THIS DEED, GRANTEE, ON BEHALF OF ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, SHALL BE DEEMED TO HAVE WAIVED, RELEASED AND DISCHARGED GRANTOR FROM ALL CLAIMS THAT GRANTEE OR ITS HEIRS, SUCCESSORS OR ASSIGNS HAS OR MAY HAVE AGAINST GRANTOR RELATING TO THE PROPERTY, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OR RESULTING FROM THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER OR ABOUT THE PROPERTY OR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM THE PROPERTY. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT GRANTEE, ON BEHALF OF ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, IS WAIVING, RELEASING AND DISCHARGING ALL CLAIMS FOR CONTRIBUTION OR INDEMNITY THAT GRANTEE OR ITS HEIRS, SUCCESSORS AND ASSIGNS HAS OR MAY HAVE AGAINST GRANTOR, WHETHER KNOWN OR UNKNOWN, EXISTING OR ARISING IN THE FUTURE, BASED, IN WHOLE OR IN PART, UPON THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER OR ABOUT THE PROPERTY OR THE RELEASE FROM THE PROPERTY OF ANY HAZARDOUS SUBSTANCES, INCLUDING WITHOUT LIMITATION, CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 AT SEQ.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 29th day of September 2009.

GRANTOR:

MAPCO EXPRESS, INC.,
a Delaware corporation

By: _____
Name: Andy Schwarcz
Its: Vice President

By: _____
Name: H. Peter Daily
Its: Vice President

STATE OF TENNESSEE)
COUNTY OF ~~WILLIAMSON~~ DAVIDSON)

Before me, the undersigned, CAROL A. WILSON, a Notary Public in and for the State and County aforesaid, personally appeared Andy Schwarcz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Vice President of MAPCO Express, Inc., the within named bargainor, a Delaware corporation, and that as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such Vice President.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 29th day of September, 2009.

Carol A. Wilson
Notary Public

My Commission Expires: 7-3-12

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, CAROL A. WILSON, a Notary Public in and for the State and County aforesaid, personally appeared H. Peter Darby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Vice President of MAPCO Express, Inc., the within named bargainor, a Delaware corporation, and that as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such Vice President.

WITNESS my hand and seal at office in Nashville, Tennessee, this 29th day of September, 2009.

CAROL A. WILSON
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Carol A. Wilson
Notary Public

My Commission Expires: 7-3-12

SCHEDULE 1

DESCRIPTION OF PROPERTY

TRACT NO. I

A certain tract or parcel of land located in Davidson County, Tennessee, being more particularly described as follows:

Beginning at a point in the southwest corner of intersection of Gallatin Road and Webster Street; thence westwardly along the southern margin of Webster Street 150 feet to a point in said southern margin of Webster Street; thence southward parallel to the western margin of Gallatin Road 75 feet to a point; thence eastwardly parallel to the southern margin of Webster Street 150 feet to a point in the western margin of Gallatin Road; thence northwardly along said western margin of Gallatin Road 75 feet to the point of beginning.

Being the same property conveyed to Earth Resources Company, by deed of record in Book 6006, Page 481, Register's Office for Davidson County, Tennessee. MAPCO Express, Inc., a Delaware corporation, is successor to Earth Resources Company, a Delaware Corporation as evidenced by instrument of record as Instrument No. 20020802-0092826, Register's Office for Davidson County, Tennessee.

TRACT NO. II

Land in the 11th, formerly the 19th Civil District of Davidson County, being known as Lot No. 1 and the south 1/2 of Lot No. 2 on the unrecorded Map of the L.M. Exell's 24 acre tract, and described as follows:

Beginning at an iron pin in the west margin of Gallatin Road 75 feet south of the southerly margin of Webster Street; thence with the margin of Gallatin Road, South 25° 45' West 75 feet to an iron pin; thence North 64° 03' West 150 feet to a point; thence North 25° 45' East 75 feet to an iron pin which is 75 feet south of Webster Street; thence South 64° 03' East parallel to Webster Street, 150 feet to the point of beginning.

Being the same property conveyed to Earth Resources Company, by deed of record in Book 6006, page 479, Register's Office for Davidson County, Tennessee. MAPCO Express, Inc., the grantor under this deed, is successor to Earth Resources, a Delaware Corporation, as evidenced by instrument of record as Instrument No. 20020802-0092826, said Register's Office.

SCHEDULE 2

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2009 and subsequent years.

2. Reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record.

3. Supplemental taxes and assessment levied as a result of the completion of improvements after January 1 of any year.

4. Zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property.

5. Unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters that would be revealed by an accurate survey or inspection of the Property.

6. Streets, rights-of-way and highways encumbering the Property.

7. The rights that the public and upper and lower riparian owners have in any waters present on the Property.

8. Easements to Metropolitan Government of Nashville and Davidson County, of record in Book 4218, page 453, Register's Office for Davidson County, Tennessee.

9. Sewer Easement of record in Book 4211, page 175, Register's Office for Davidson County, Tennessee.

10. Easements set forth in the instrument recorded in Book 2504, page 183.

SCHEDULE 3

USE AND OPERATION RESTRICTIONS

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 shall 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. Use Restrictions.

(a) No portion of the Property shall be used or occupied for (i) residential uses, including, without limitation, any use that is defined as residential under applicable state environmental laws, (ii) a child care or elder care facility, (iii) a nursing home facility or hospice, (iv) a medical or dental facility, (v) a school, (vi) a church or other place of worship, (vii) a park, or (viii) a hospital.

(b) No portion of the Property shall be used or occupied (i) as a convenience store or (ii) for the sale of groceries, food, candy, beverages, or health and beauty supplies; provided the restrictions set forth in (ii) of this paragraph shall not be deemed to prohibit the sale of food, candy or beverages as an incidental part of a discount tobacco store.

(c) Gasoline, diesel fuel and other motor vehicle fuels (whether now or hereafter developed) shall not be stored, sold, distributed or supplied on or from any portion of the Property.

3. 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.