Address New Owner:	Map-Parcel Number:	Send Tax Bills To:
Ghenwa Eltiti 2928 Harbor Lights Drive Nashville, TN 37217	Map-Par. 91-16-9.00	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 MAPCO Petroleum, Inc. (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to GHENWA ELTITI, an individual resident 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 4500 Charlotte Avenue, Nashville, 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 $120,000.00.

Belinda D. Phelps
Affiant

Subscribed and sworn to before me this 23rd day of December, 2009.

Chloe T. Shafer
Notary Public
My Commission Expires: 9/25/10

CHLOE T. SHAFER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires SEPT. 25, 2010

BILL GARRETT, Davidson County
Trans:T20090086689 DEEDWARRSP
Recvd: 12/28/09 12:14 8 pgs
Fees:43.00 Taxes:444.00
20091228-0117244

Store 1025
2269686 v1
100600-072

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 23rd day of December, 2009.

GRANTOR:

MAPCO EXPRESS, INC.,
a Delaware corporation

By: _____
Name: A.L. Schwarz
Its: Vice President

By: _____
Name: Greg Intemann
Its: Treasurer

STATE OF TENNESSEE)
COUNTY OF ~~WILLIAMSON~~)
Davidson

Before me, the undersigned, Chloe T. Shafer, a Notary Public in and for the State and County aforesaid, personally appeared Ann 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 23rd day of December, 2009.

CHLOE T. SHAFER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN
My Commission Expires SEPT. 25, 2010

Chloe T Sh
Notary Public

My Commission Expires: 9/25/10

STATE OF TENNESSEE)
COUNTY OF ~~WILLIAMSON~~)
Davidson

Before me, the undersigned, Chloe T. Shafer, a Notary Public in and for the State and County aforesaid, personally appeared Greg Intemann, 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 Treasurer of MAPCO Express, Inc., the within named bargainor, a Delaware corporation, and that as such Treasurer, 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 Treasurer.

WITNESS my hand and seal at office in Nashville, Tennessee, this 23rd day of December, 2009.

Chloe T. Sh
Notary Public

My Commission Expires: 9/25/10

CHLOE T. SHAFER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN
My Commission Expires SEPT. 25, 2010

SCHEDULE 1

DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee, being Lot(s) 2, 4 and 6, Block 45, as shown on the map entitled West Nashville, No. 1, of record in Plat Book 57, pages 74 and 75, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being a portion of the same property conveyed to Petroleum Facilities, Inc., by Deed of Record in Book 3532, page 409, dated April 1, 1963 Register's Office for Davidson County, Tennessee. MAPCO Express, Inc., a Delaware Corporation, is successor to Petroleum Facilities, Inc. by reason of merger, consolidation, change of name, purchase or otherwise, and as evidenced by instrument of record as Instrument No. 20020802-0092826, said Register's Office.

A new legal description was not prepared for this transaction. The legal description is the same as the previous instrument of record.

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. Matters shown on the Plan of record in Plat Book 57, pages 74 and 75, Register's Office for Davidson County, Tennessee.

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.