Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
Charles E. Cooke c/o Cooke & Grace Properties 3309 Fairmont Drive Nashville, Tennessee 37203	092-16-162	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 all of which are hereby acknowledged, MAPCO EXPRESS, INC. a Delaware corporation (the "Grantor"), has bargained and sold, and by these presents transfers and conveys to CHARLES E. COOKE, an individual resident of the State of Tennessee (the "Grantee"), Grantee's heirs, successors and assigns, the real property described in 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 1817 West End 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

MAPCO EXPRESS, INC

The actual consideration or value, whichever is greater, for this transfer is $2,050,000.00.

By _____
Affiant

Subscribed and sworn to before me this 29th day of March, 2010.

_____
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: T20100019673 DEEDWARRSP
Recvd: 04/05/10 15:48 6 pgs
Fees: 33.00 Taxes: 7585.00

20100405-0025329

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100600-072

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.

EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, GUARANTEES AND ASSURANCES EXPRESSLY SET FORTH IN THAT CERTAIN SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE DATED AS OF THE 2ND DAY OF MARCH, 2010 (THE "SALE AGREEMENT") AND THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, GUARANTEES AND ASSURANCES 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 THE ASSET SALE AGREEMENT OR THIS DEED, GRANTEE IS ACQUIRING THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS AND DEFECTS (LATENT OR PATENT).

EXCEPT FOR CLAIMS BASED ON GRANTOR'S BREACH OF THE WARRANTIES CONTAINED IN THE SALE AGREEMENT OR THIS DEED, GRANTEE, ON BEHALF OF ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, SHALL BE DEEMED TO HAVE WAIVED, RELEASED AND DISCHARGED GRANTOR AND ITS PREDECESSORS-IN-INTEREST FROM ALL CLAIMS THAT GRANTEE OR ITS HEIRS, SUCCESSORS OR ASSIGNS HAS OR MAY HAVE AGAINST GRANTOR AND ITS PREDECESSORS-IN-INTEREST 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 ET SEQ.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 29th day of March, 2010.

GRANTOR:

MAPCO EXPRESS, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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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 Mark B. Cox, 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 CFO of MAPCO Express, Inc., the within named bargainor, a Delaware corporation, and that as such CFO, 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 CFO.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 29th day of March, 2010.

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

Chloe T. Shafer
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 A.L. 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 V.P. of MAPCO Express, Inc., the within named bargainor, a Delaware corporation, and that as such V.P., 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 V.P.

WITNESS my hand and seal at office in Nashville, Tennessee, this 29th day of March, 2010.

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

Chloe T. Shafer
Notary Public

My Commission Expires: 9/25/10

SCHEDULE 1 TO SPECIAL WARRANTY DEED

DESCRIPTION OF PROPERTY

Land in Davidson County, Tennessee, being part of Lot No. 139 on the Map of Boyd Home Tract, of record in Book 21, page 39, Register's Office for said County, situated in the southeast corner of 19th Avenue, South and West End Avenue and more particularly described as follows:

Beginning at a point in the intersection of the eastern right of way margin of 19th Avenue, South and the southern right of way margin of West End Avenue; thence with the right of way of West End Avenue North 57° 00' East, 187.5 feet to a concrete monument; thence leaving said right of way South 33° 00' East, 180.0 feet to a concrete monument in the northern right of way margin of an alley; thence with said alley South 57° 00' West 60.0 feet to an iron pin; thence leaving said alley North 33° 00' West, 80.00 feet to a point; thence South 57° 00' West, 127.50 feet to a concrete monument in the eastern right of way margin of 19th Avenue, South; thence North 33° 00' West, 100.0 feet to the point of beginning, containing 0.54 acres, more or less.

Being the same property conveyed to MAPCO Express, Inc., a Delaware corporation by deed from BP Products North America Inc. of record as Instrument No. 20060111-0004550, 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 TO SPECIAL WARRANTY DEED

PERMITTED ENCUMBRANCES

1. Taxes and assessments for the year 2010 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. Restrictions of record as Instrument No. 20060111-0004550, in the Register's Office for Davidson County, Tennessee.

7. The real property described in this Deed 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 Register's Office for Davidson County, Tennessee on the 11th day of January, 2006 as Instrument No. 20060111-0004550 as if the same were fully set forth herein.

8. Rights of Phillip E. Simpson, as current tenant in possession, pursuant to the terms of an unrecorded lease.