BILL GARRETT, Davidson County
Trans:T20100032731 DEEDWARRSP
Recvd: 06/01/10 11:57 9 pgs
Fees:48.00 Taxes:1110.00
20100601-0041792

SPECIAL WARRANTY DEED
TENNESSEE

Prepared by:

Circle K Stores Inc.
12911 N Telecom Parkway
Tampa, FL 33637
Attn: Real Estate Administration

Address New Owner(s) As Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
Rushal Inc. 5124 Highway 431 N Springfield, TN 37172	Rushal Inc. 5124 Highway 431 N Springfield, TN 37172	095-14-0 122.00 _____ - _____ Field Book Numbers

STATE OF FLORIDA }
COUNTY OF ESCAMBIA }

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Thousand and NO/100 Dollars ($300,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 19 day of May, 2010.

Notary Public

NANCY C LEWIS
MY COMMISSION #DD581426
EXPIRES: AUG 05, 2010
Bonded by 1st State Insurance

My Commission Expires: _____

THE GRANTOR, CIRCLE K STORES INC., a Texas corporation ("Grantor"), with its principal office address at 12911 N Telecom Parkway, Tampa, FL 33637, 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 TRANSFER, TO: RUSHAL INC., A TENNESSEE CORPORATION ("Grantee"), with an office address at 5124 Highway 431 N, Springfield, TN 37172, as of May 27, 2010 (the "Transfer Date"), the following described real estate (the "Property"), situated in the City of Nashville, 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 Real Estate: 2011 Elm Hill Pike, Davidson County, Nashville, TN 37210.

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 in law or 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.

And Grantor does further covenant and bind Grantor, its successors and assigns to warrant and forever defend the title to the Property to Grantee, its successors and assigns against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not further or otherwise, except as to those matters set forth on **Exhibit B**, to which this conveyance is expressly made subject.

As partial consideration for this conveyance and as a condition precedent thereto, Grantee agrees to the following:

1. **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 (collectively, the "Grantee Parties"), by acceptance of this Special Warranty Deed ("Deed"), hereby agrees, except as may otherwise be provided in the Agreement (as hereinafter defined), to assume responsibility for, and shall defend (with counsel reasonably acceptable to the Grantor Parties (as hereinafter defined), indemnify 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 any and all actions or causes of action at law or in equity, claims, demands, obligations, losses, damages, liabilities, suits, judgments, fines, penalties, payments, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the use or operation of the Property on or after the Transfer Date.

2. **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 Agreement or any other documents or instruments executed and delivered by Grantor and Grantee pursuant to the Agreement (collectively, the "Contractual Obligations"). Grantee acknowledges that the purchase price which it has paid for the Property reflects: (a) 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 (b) 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 conditions 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, AND WITH ALL FAULTS" CONDITION EXISTING ON THE TRANSFER DATE, SUBJECT ONLY TO THE CONTRACTUAL OBLIGATIONS.

3. **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. 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 for any environmental contamination relating to or arising out of Grantor's prior use of the Property. Grantor agrees to protect, indemnify, defend (with counsel reasonably acceptable to Purchaser) and hold the Grantee and the other Grantee Parties harmless and against any claim for liabilities, losses, costs, expenses (including reasonable attorneys' fees), damages or injuries suffered or incurred by any of Grantee or the Grantee Parties arising out of, resulting from, relating to or connected with the negligence or will full misconduct of, or other acts or omissions of, Grantor or the other Grantor Parties during their presence on the Property pursuant to this paragraph.

4. **Entire Understanding:**

All of the provisions of this Deed, 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. 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, said Grantor has caused this Deed to be executed by an authorized representative of Grantor and attested to by its Assistant Secretary this 19 day of MAY, 2010.

GRANTOR:

CIRCLE K STORES INC., a Texas corporation

By: _____

Name: Jason Broussard

Title: VICE PRESIDENT

ATTEST:

By: _____

Name: DAVID WICKINS

Title: Asst. Sec.

GRANTEE:

Rushal Inc., a Tennessee corporation

By: _____

Name: Dashrathbhai P. Patel

Title: President

ATTEST:

By: _____

Name: _____

Title: _____

STATE OF FLORIDA }

COUNTY OF ESCAMBIA }

I, NANCY C. LEWIS, A Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jason Broussard and David O. Wilkins personally known to me to be the Vice President and Assistant Secretary, respectively, of CIRCLE K STORES INC., a Texas corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President and Assistant Secretary, respectively, they signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as their 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 19 day of May, 2010.

Nancy C Lewis
Notary Public

NANCY C LEWIS
MY COMMISSION #DD581426
EXPIRES: AUG 05, 2010
Bonded by 1st State Insurance

My Commission Expires:

STATE OF Tennessee }

COUNTY OF Davidson }

I, Sonja Porter Hopkins A Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Dasharathbha Patel personally known to me to be the President, of Rushal Inc., a Tennessee corporation (corporation/limited liability company etc.), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Dasharathbha Patel, he/she signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as their 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 24th day of May, 2010.

SONJA PORTER HOPKINS STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF DAVIDSON

Notary Public

My Commission Expires: 9-18-2013

When Recorded, Return To:_____

EXHIBIT A

LEGAL DESCRIPTION

Facility No.: 2708315

FEE LAND ONLY

Land situated in Davidson County, Tennessee:

A tract of land in the First Civil District of metropolitan Nashville – Davidson County, Tennessee, and being Lot No. 8 on the Plan of Metropolitan Industrial Park, Phase II, Section Eleven, recorded in Book 5190, Page 425, R.O.D.C., Tennessee and being more particularly described as follows:

Beginning at an iron pin set on the southerly right-of-way line of Elm Hill Pike, 40 feet south of the centerline of Elm Hill Pike, at the westerly end of the southwesterly return curve at the intersection of Elm Hill Pike and Air Lane Drive (East); Thence,

1. With said curve, (radius 50 feet) southeasterly, a distance of 72.64 feet to an existing concrete monument on the westerly right-of-way line of Air Lane Drive (East); said curve has a chord bearing and distance of S 56°04'16" E, 66.420 feet, said existing concrete monument being 30 feet of the centerline of Air Lane Drive (East); Thence,
2. With the westerly right-of-way line of Air Lane Drive (East), S 14°27'00" E, 155.57 feet to an existing concrete monument; Thence,
3. With the north line of Lot 9 of the Metropolitan Industrial Park, Section 19, as of record in Book 5190, Page 691, R.O.D.C., Tennessee S 83°41'08" W, a distance of 143.08 feet to an existing iron pin in the east line of Lot 38 of Metropolitan Industrial Park, Section 31, as of record in Plat Book 4595, Page 81, R.O.D.C., Tennessee; Thence,
4. With the east line of said Lot 38, N 20°18'32" W, a distance of 200.00 feet to an iron pin set in the south right-of-way line of Elm Hill Pike; Thence,

With said south right-of-way line, N 82°18'28" E, a distance of 118.77 feet to the Point of Beginning and containing 29,684 square feet or 0.681 acres.

Being the same property conveyed to Circle K Properties, Inc., a Delaware corporation by Deed from Circle K General, Inc., a Texas corporation of record in Book 9055, page 373, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Permitted Exceptions

Facility No.: 2708315
Address: 2011 Elm Hill Pike, Davidson County, Nashville, TN 37210

1. Taxes or special assessments which are not shown as existing liens by the Public Records.
2. Easements or claims of easements not shown by the Public Records.
3. Taxes for the year of 2010, a lien not yet due and payable.
4. Subject to all matters shown on the Plan of Metropolitan Industrial ark, Phase II, Section Eleven of record in Plat Book 5190, Page 425, Register's Office for Davidson County, Tennessee.