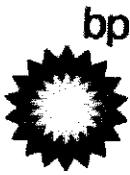


RETURNED
CHICAGO TITLE INSURANCE CO.
6060 POPLAR AVE.-SUITE LL37
MEMPHIS, TN 38119-0916

12/29/05 8:49:32
BK 517 PG 763
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK



#206991016
901-821-0303

**SPECIAL WARRANTY DEED
MISSISSIPPI**

Prepared by:

BP Products North America Inc.
c/o BP America Inc.
4101 Winfield Road
Warrenville, Illinois 60555
Attn: Real Estate Attorney
PH:NA

To the Chancery Clerk of the ~~the~~ Judicial District of DeSoto County, Mississippi: Section 35
The real property described herein is situated in the Quarter of the Quarter of Section ,
Township 1S, Range 8W of the Judicial District of DeSoto County, Mississippi.

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 Field Book Numbers
Circle K Stores Inc. 2440 Whitehall Park Drive Suite 800 Charlotte, North Carolina 28273 PH:NA Attention: Real Estate Department	Circle K Stores Inc. P. O. Box 52085, DC-17 Phoenix, Arizona 85072 Same	1-08-7-35-08-00002-00 _____

THE GRANTOR, **BP PRODUCTS NORTH AMERICA INC***, a Maryland corporation ("Grantor"), with its principal office address at c/o BP America Inc., 4101 Winfield Road, Warrenville, Illinois 60555, 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: **CIRCLE K STORES INC.**, a Texas corporation ("Grantee"), with an office address at 2440 Whitehall Park Drive, Suite 800, Charlotte, North Carolina 28273, as of December 13 2005 (the "Transfer Date"), the following described real estate (the "Property"), situated in the City of Horn Lake, County of Desoto, State of Mississippi, more particularly described as follows, to wit: E/k/a Amoco Oil Company - see attached
See legal description set forth on Exhibit A attached hereto and incorporated herein.

Address of Real Estate: 1025 Goodman Road, Horn Lake, Mississippi

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 the 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 C**, 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. Use and Operating Restrictions.

This conveyance is made by Grantor and accepted by Grantee upon the express condition and subject to the use and operating restrictions, notices, acknowledgments, and covenants described on **Exhibit B** attached hereto (collectively, the "Use and Operating Restrictions"). Grantor may, in Grantor's sole and absolute discretion (but shall in no event be obligated to, except as expressly provided for in Section 33(C) of the Agreement with respect to the petroleum restriction), release and/or waive any or all of the Use and Operating Restrictions at any time, by written instrument duly executed and delivered by Grantor.

2. 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 attorneys' fees) arising out of or resulting from the use or operation of the Property on or after the Transfer Date, and any use which is in violation of or inconsistent with the Use and Operating Restrictions.

3. 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 all of the Use and Operating Restrictions shall be recorded against the Property and shall be binding on Grantee and the other Grantee Parties, (b) 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 (c) 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 condition 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.

4. 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, subject to and all as more particularly described in Sections 8 and 27 of the Agreement. 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 from 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 willful misconduct of, or other acts or omissions of, Grantor or the other Grantor Parties during their presence on the Property pursuant to this paragraph.

5. Entire Understanding.

All of the provisions of this Deed, including without limitation, the Use and Operating Restrictions, 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. This Deed, the exhibits annexed hereto and that certain Purchase and Sale Agreement dated as of October 25, 2005 (and any attachments and exhibits thereto) between Grantor and Grantee (the "Agreement") contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein and in Sections 23 and 24 of the Agreement, were relied upon by the parties in entering into this Deed. 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 13 day of December, 2005.

GRANTOR:

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation

By: Donna Simpson
Name: Donna Simpson
Title: attorney

ATTEST:

By: A. A. Evans
Name: A.A. Evans
Title: Asst. Secretary

GRANTEE:

CIRCLE K STORES INC.

By: _____
Name: _____
Title: _____

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 13 day of December, 2005.

GRANTOR:

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

GRANTEE:

CIRCLE K STORES INC.

By:  _____

Name: ROBERT CAMPBELL

Title: VP - SOUTHEAST

STATE OF Illinois)
)SS
COUNTY OF Cook)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13TH day of December, 2005, within my jurisdiction, the within named Donna Simpson and A. A. Evans, who acknowledged that they are the Attorney and Assistant Secretary, respectively, of BP Products North America Inc., a Maryland corporation, and that for and on behalf of the said corporation, and as its act and deed, they executed the above and foregoing Special Warranty Deed, after first having been duly authorized by the Board of Directors of such corporation so to do.



[Signature]
NOTARY PUBLIC

My Commission Expires:

5/18/08

[AFFIX NOTARIAL SEAL]

STATE OF _____)
)SS
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 200_, within my jurisdiction, the within named _____, who acknowledged that he is the _____ of _____, a _____ corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing Special Warranty Deed, after first having been duly authorized by the Board of Directors of such corporation so to do.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

The Address and Telephone
Number of the Grantor:

The Address and Telephone
Number of the Grantee:

STATE OF _____)
)SS
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 200_, within my jurisdiction, the within named Donna Simpson and A. A. Evans, who acknowledged that they are the Attorney and Assistant Secretary, respectively, of BP Products North America Inc., a Maryland corporation, and that for and on behalf of the said corporation, and as its act and deed, they executed the above and foregoing Special Warranty Deed, after first having been duly authorized by the Board of Directors of such corporation so to do.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

STATE OF NC)
)SS
COUNTY OF Mecklenburg)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of December, 2005 within my jurisdiction, the within named Robert Compa who acknowledged that he is the VP of Cricket Stars, Inc. a Texas corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing Special Warranty Deed, after first having been duly authorized by the Board of Directors of such corporation so to do.

Official Seal
Notary Public - North Carolina
County of Mecklenburg
Rebecca L. Munoz
My Commission Expires August 17, 2008
My Commission Expires:
8-17-2008

Rebecca L. Munoz
NOTARY PUBLIC

[AFFIX NOTARIAL SEAL]

The Address and Telephone
Number of the Grantor:

The Address and Telephone
Number of the Grantee:

2440 Whitetail Park Dr., Ste. 800
Charlotte, NC 28273
704-583-5700

EXHIBIT A

LEGAL DESCRIPTION

Facility No.: 77387
Service Station No.: 14653

Land situated in DeSoto County, Mississippi:

Lot 2, First Revision of Windchase Subdivision, in Section 35, Township 1 South, Range 8 West, DeSoto County, Mississippi, as shown per Plat thereof recorded in Plat Book ~~61~~⁸⁵¹, Page 3, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Tax Parcel Number(s): 1-08-7-35-08-0-00002-00

Common Address: 1025 Goodman Road, Horn Lake, MS

Prior Deed Information: Being the same property conveyed to Amoco Oil Company by Warranty Deed from Dale Wilson and wife Judy A. Wilson, of record in Book 0346, page 0028 in the Office of the Chancery Clerk of DeSoto County, Mississippi. The said Amoco Oil Company subsequently changed its name to BP Products North America Inc.

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

Use and Operating Restrictions, Notices, Acknowledgments, and Covenants

Grantee covenants and agrees, for and on behalf of itself and the other Grantee Parties, that the following use and operating restrictions, notices, acknowledgments, and covenants 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, and shall bind and restrict the Property for the time periods noted herein:

I. **Petroleum Restriction:** No part of the Property shall be used by Grantee or any other Grantee Party, directly or indirectly, for a service station, petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha or any fuel used for internal combustion engines, except for the personal use or consumption of such products by Grantee or its lessees of the Property, unless any such use is in connection with the operation of the Property as a Grantor branded service station. For purposes hereof, "Grantor branded service station" shall mean a service station under the brand BP, Amoco, Arco or any other brand of Grantor or any of its affiliates or their respective successors and assigns.

The above covenants and use restrictions bind and restrict the Property as covenants and restrictions running with the land and each portion thereof, and are deemed to benefit Grantor as a user of, operator of, or supplier of Grantor branded fuels to lands or retail operations in the County in which the Property is located. These restrictive covenants will remain in full force and effect for a term of fifteen (15) years from the date of this conveyance whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect, unless sooner terminated pursuant to Section 33(C) of the Agreement.

II. **Environmental Matters.**

A. **Environmental Restrictions.** To reduce risks to human health and/or the environment and to permit application of corrective action standards that are consistent with applicable law, this conveyance is made by Grantor and accepted by Grantee on the express condition and subject to the following restrictions, notices, acknowledgments and covenants:

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 does 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. **Residential Use Restriction.** The Property shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Property shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or

dental facility, a school, a church or other place of worship, a park or a hospital (collectively, the "Residential Use Restriction"). If applicable state environmental laws and regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will also be a residential use as the terms are used herein.

3. Construction and Excavation Restrictions.

3.1 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 (the "Below-grade Restriction").

3.2 Construction Workers' Caution Statement. Prior to conducting any intrusive activities with respect to the Property, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances (whether existing as of the date of this conveyance or enacted or promulgated in the future), including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120) (collectively, the "Construction Workers' Caution Restriction").

3.3 Removal and Disposal of Soil and Groundwater. No soils shall be excavated at or removed from any portion of the Property, unless and until, if and to the extent required by any applicable law, rule, regulation or ordinance, representative soil samples from such portion of the Property are first tested to determine whether any actionable levels of petroleum-related or other regulated chemicals are present, and if such levels are present, then (a) the excavation, management, disposal and/or removal of any such soils at or from such portion of the Property shall be governed by a written soil management plan ("Soil Management Plan") to be developed by Grantee or any other Grantee Party, as applicable, which shall comply with all applicable regulatory requirements, and (b) Grantee, or any other Grantee Party, as applicable, obtains any required Government approval of the Soil Management Plan. Grantee and the other Grantee Parties shall be solely responsible for the proper and lawful performance and payment of (a) any and all soil excavation, hauling, transportation and disposal, and (b) any extraction, dewatering and disposal of any groundwater to be extracted or removed from the Property arising out of or resulting from any development or other construction activities at the Property, including any required testing and treatment of such water (collectively, the "Soil and Groundwater Removal Restriction"). Except as may be otherwise expressly provided in the Agreement, Grantor shall not be obligated to pay any costs related to such soil excavation or groundwater extraction or any soil or groundwater removal or disposal, and/or any development of the Property.

B. Duration. The Groundwater Exposure Restriction, the Residential Use Restriction, the Below-grade Restriction, the Construction Workers' Caution Restriction, and the Soil and Groundwater Removal Restriction, including their related restrictions, notices, acknowledgments and covenants (collectively, the "Environmental Restrictions"), shall run with land and each portion thereof and shall be binding upon and inure to the benefit of Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, and shall remain in full force and effect and bind and restrict the Property, unless and until the Environmental Restrictions (or any portion thereof) are either: (1) waived in writing by Grantor under conditions which, in Grantor's reasonable discretion, demonstrate that specific risks to human health and the environment are, have been, and/or will be appropriately reduced; or (2) released in writing by Grantor. Grantor may, at Grantee's request, release a portion or portions of the Environmental

Restrictions from the Property upon Grantor's receipt from Grantee of an acknowledgment from the Government, obtained by Grantee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for the Property without that portion or portions of the Environmental Restrictions and that the Government approves the releasing of that portion or portions of the Environmental Restrictions.

III. Certain Environmental Acknowledgments, Covenants and Notices.

A. Prior Use. Grantee acknowledges that the Property has been used as a service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons.

B. USTs. Grantee acknowledges that underground storage tanks and associated product piping systems ("USTs") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl lead or other "antiknock" compounds which have made such USTs unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Grantee expressly agrees not to use or permit the use of any such USTs for such purposes.

C. Notice of Environmental Restrictions upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a recital acknowledging the Environmental Restrictions and providing the recording location of this Deed upon such conveyance substantially in the following form: "The real property described herein 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 Office of the Recorder of _____ County on the _____ day of _____, 200 __, in _____ County Deed Records at Volume __, Page __ and having Document No. _____ as if the same were fully set forth herein." Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create any right or claim that any of the Environmental Restrictions or this Deed are void, voidable or otherwise unenforceable in accordance with their terms.

IV. Defined Terms; Successors; Other.

Unless otherwise expressly noted herein, all initially capitalized terms used in this **Exhibit B** shall have the meanings ascribed to such terms as set forth in the Deed to which this **Exhibit B** is attached. By taking title to the Property (or otherwise succeeding, directly or indirectly, to any of Grantee's right, title or interest in or to the Property), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this **Exhibit B**, and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this **Exhibit B** shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President George W. Bush. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this **Exhibit B** shall, to any extent, be invalid or unenforceable, the remainder of this **Exhibit B** (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction

set forth in this **Exhibit B** shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this **Exhibit B** on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any other Grantee Party shall breach any of the covenants or restrictions set forth in this **Exhibit B**, then Grantee or such other Grantee Party (as applicable) shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.

**EXHIBIT C
TO
SPECIAL WARRANTY DEED**

Permitted Exceptions

[List of all Permitted Exceptions (as defined in the Agreement) applicable to the Property to be attached hereto prior to the Closing.]

EXHIBIT C**PERMITTED EXCEPTIONS**

Facility No.: 77387
Service Station No.: 14653
Address: 1025 Goodman Rd., Horn Lake, MS

1. City of Horn Lake and DeSoto County taxes for the year 2005, not yet a lien and not yet due and payable.
2. Any tax or assessment not posted on the records of the taxing authority(ies) of which the land described in Schedule A hereof is subject.
3. Subdivision restrictions, building lines, and easements of record in Plat Book 61, Page 3 with Joinder of Plat of record in Book 332, Page 225, in the Chancery Clerk's Office of DeSoto County, Mississippi.
4. Declaration of Restrictive Covenant of record in Book 346, Page 30, in the aforesaid Clerk's Office.
5. Plat of Survey of record in Book 332, Page 486, in the aforesaid Clerk's Office.
6. Ten foot utility easement along the North and East property lines, as shown on Subdivision Plat and on survey by Harvel & Associates, Inc. dated July 20, 2005, Job Number 05329.
7. Thirty foot utility easement across the North portion of the property, as shown on Subdivision Plat and on aforesaid survey.
8. Fifteen foot landscape easement along the North and South property lines, as shown on Subdivision Plat and on aforesaid survey.
9. Twelve foot landscape easement along the East property line, as shown on Subdivision Plat and on aforesaid survey.
10. Twenty-five foot easement for ingress and egress, as shown on Subdivision Plat and on aforesaid survey.
11. Encroachments, protrusions, easements, changes in street lines, rights-of-way, and other matters that (i) would be revealed by a survey and/or an inspection of the Property performed on the Transfer Date and/or (ii) were disclosed to Grantee on or prior to the Transfer Date;
12. Any existing and/or recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be in force and effect as of the Transfer Date, and the terms and conditions thereof;
13. Laws, regulations, ordinances and building restrictions (including, without limitation, zoning regulations) now existing or hereinafter enacted, and any violations thereof;

14. The lien for real property taxes and any special assessments which, as of the Transfer Date, are not yet due and payable;
15. Restrictions limiting the use of and operations on the Property as provided in this Deed and the exhibits attached thereto;
16. Environmental restrictions and covenants on the Property as provided in this Deed and the exhibits attached thereto;
17. Grantor's right to access and enter upon the Property after the Transfer Date as provided in this Deed and the exhibits attached thereto;
18. The terms and provisions of (i) any and all promissory notes, guaranties, deeds of trust, mortgages and other loan documents relating to or affecting the Property and assumed by Grantee and (ii) any and all environmental permits, clean-up agreements and off-site access agreements relating to or affecting the Property and assumed by Grantee;
19. Any title exceptions, liens, objections and other matters set forth on or disclosed in that certain Chicago Title Commitment Number 2069901, dated November 15, 2005 or Survey by Harvel & Associates, Inc., dated July 20, 2005 and known as Job No. 05329;
20. Any title exceptions, liens, objections and other matters waived or accepted by Grantee, deemed to be waived or accepted by Grantee, or insured over or cured by Grantor;
21. Liens, exceptions or restrictions or other matters to the extent caused or created by Grantee, its parents, affiliates and subsidiaries, and their respective directors, officers, partners, members, shareholders, employees, contractors, agents, representatives, successors and permitted assigns; and
22. Any and all other matters affecting the Property and made available to Grantee on or prior to the Transfer Date.

STATE OF MARYLAND
Department of Assessments and Taxation

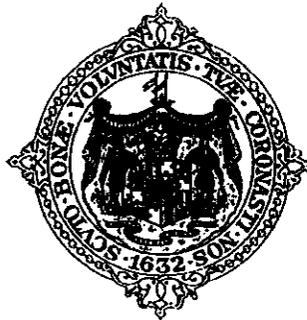
I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT BP EXPLORATION & OIL, INC.(OHIO) MERGED INTO AMOCO OIL COMPANY(MD) AND CHANGED ITS NAME TO BP PRODUCTS NORTH AMERICA INC. EFFECTIVE OCTOBER 1, 2001 AT 12:01 A.M.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS OCTOBER 28, 2005.



Paul B. Anderson
Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1344 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410)333-7097

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