

This instrument was prepared by Chris A. Paul, Kemp, Smith, Duncan & Hammond, P.C., 1900 State National Plaza, El Paso, Texas 79901.

Store No. 2547

Inst # 1994-16723

**SPECIAL WARRANTY DEED**

STATE OF ALABAMA )  
COUNTY OF SHELBY )

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned GRANTOR, THE PROVIDENT BANK, an Ohio banking corporation, as Trustee for STORE PROPERTIES COMPANY, an Ohio general partnership, under a Trust Agreement dated as of April 30, 1984; joined herein by STORE PROPERTIES COMPANY solely for the purpose of evidencing its consent hereto, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, to it in hand paid by SIMPLE INVESTMENTS, INC., an Alabama corporation, whose address is 1170 Afford Avenue Hoover, Alabama 35226, the GRANTEE herein, does grant, bargain, sell and convey unto said GRANTEE, the real property situated in Shelby County, Alabama, described as follows:

A parcel of land situated in the NE 1/4 of the NE 1/4 Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NE corner of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, and run Southerly along the East line of said Section 550.00 feet to a point, said point now being in the right of way of U.S. Highway #31 South and also being the old SE corner of the W. N. Campbell property as described in Deed Book 128, Page 333, in the Judge of Probate Office, Shelby County, Alabama; thence turn right 76 degrees 12 minutes 31 seconds as measured and run Southwesterly 136.91 feet along the South line of said W. N. Campbell property to the Westerly right of way line of U.S. Highway #31 South, and the point of beginning of the property herein described; thence continue Southwesterly along last stated course 200.00 feet; thence turn 83 degrees 15 minutes left and run Southerly 100.55 feet; thence turn 96 degrees 45 minutes left and run Easterly 200.01 feet to a point on said Westerly right of way line of U.S. Highway #31 South, said point being on a curve having a radius of 2009.86 feet and subtending a central angle of 2 degrees 52 minutes; thence turn left with an interior angle of 95 degrees 18 minutes 35 seconds to tangent of said curve; thence run Northerly along the arc of said curve and said right of way line of U.S. Highway #31 South 100.56 feet to the point of beginning;

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10:49 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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together with the rights, easements and appurtenances pertaining thereto and any right, title and interest of GRANTOR in and to adjacent streets, alleys, or rights-of-way, and improvements thereon, including all buildings, permanently attached machinery and fixtures, heating, plumbing, electrical, lighting, ventilating and air conditioning equipment affixed to or located in or upon said property on the date hereof, all accessions and additions thereto and all personal property owned by the said Grantor and on this date situated in, upon or about said property.

SUBJECT HOWEVER, to those matters set forth on Schedule I attached hereto and made a part hereof and further subject to the covenant and condition that until such time as The Circle K Corporation shall have completed the environmental remediation work presently being prosecuted in, on or about the property, as evidenced by the issuance of a "No Further Action Letter", or the equivalent thereof, by the governmental agency or agencies exercising jurisdiction, the party of the second part shall not permit the sale of motor fuels and petroleum products in, on or about the property and should the party of the second part do so, it shall be lawful for The Circle K Corporation to enjoin the same or pursue any and all other remedies available at law or in equity for the breach of such covenant and condition by the party of the second part.

TO HAVE AND TO HOLD the aforegranted premises to the said GRANTEE, its successors and assigns forever, subject however to the above described matters.

And said GRANTOR does for itself, its successors and assigns, does hereby covenant with said GRANTEE, its successors and assigns, that it is lawfully seized in fee of said premises, that they are free from all encumbrances except those matters aforementioned, that it has good right to sell and convey the same as aforesaid, and that it will warrant and defend the same to the said GRANTEE, its successors and assigns forever, against the lawful claims of all persons, by, through and under the said GRANTOR, but not otherwise and except as to the matters described above.

IN WITNESS WHEREOF, the said GRANTOR by the officer of said GRANTOR, who is authorized to execute this conveyance, has hereto set its signature and seals, this 18 day of April, 1994.

ATTEST:

By: [Signature]  
Name: Edgema A. Kelly  
Title: VICE PRESIDENT AND TRUST OFFICER

THE PROVIDENT BANK, an Ohio banking corporation, as Trustee for STORE PROPERTIES COMPANY, an Ohio general partnership

By: [Signature]  
Name: D. Taylor Wood  
Title: ASSISTANT VICE PRESIDENT AND TRUST OFFICER

GRANTOR

WITNESSES:

Melissa A. Dancy  
Katherine M. Spelzer



WITNESSES:

Kim G. Santunary  
Paul V. Muething

STORE PROPERTIES COMPANY, an Ohio  
general partnership

By: Keith E. Lindner  
Name: KEITH E. LINDNER  
Title: General Partner

STATE OF OHIO

COUNTY OF HAMILTON

I, PAMELA V. MARTINA, a Notary Public in and for said County in  
said State, hereby certify that D. TAYLOR WOOD, whose name  
as ASST. V.P. & TRUST OFF. of THE PROVIDENT BANK, an Ohio banking  
corporation, as Trustee for STORE PROPERTIES COMPANY, an Ohio general  
partnership, is signed to the foregoing instrument, and who is known to  
me, acknowledged before me on this day that, being informed of the  
contents of the instrument, he, as such officer and with full authority,  
executed the same voluntarily for and as the act of the corporation, as  
Trustee for said general partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal this 18 day of April, 1994.

Pamela V. Martina  
NOTARY PUBLIC IN AND FOR

My Commission Expires:

PAMELA V. MARTINA

Notary Public, State of Ohio

My Commission Expires Sept. 9, 1994

STATE OF OHIO

COUNTY OF HAMILTON

I, PAUL V. MUETHING, a Notary Public in and for said County in  
said State, hereby certify that KEITH E. LINDNER, whose name  
as General Partner of STORE PROPERTIES COMPANY, an Ohio general  
partnership, is signed to the foregoing instrument, and who is known to  
me, acknowledged before me on this day that, being informed of the  
contents of the instrument, he, in such capacity and with full authority,  
executed the same voluntarily for and as the act of the general  
partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my  
official seal this 15th day of April, 1994.

Paul V. Muething  
NOTARY PUBLIC IN AND FOR

My Commission Expires:

PAUL V. MUETHING, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 O. R. C.

## SCHEDULE I

1. Current taxes and assessments for the year 1994, not delinquent, prorated as of the date hereof, taxes and assessments for subsequent years, taxes and assessments for prior years due to a change in land usage or ownership; all of the foregoing being hereby expressly assumed by Grantee;
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Volume 132, Page 168, County Clerk's Records of Shelby County, Alabama;
3. Right-of-way granted Alabama Power Company recorded in Volume 185, Page 450 and Volume 251, Page 510, County Clerk's Records of Shelby County, Alabama; and
4. Zoning ordinances or statutes.

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