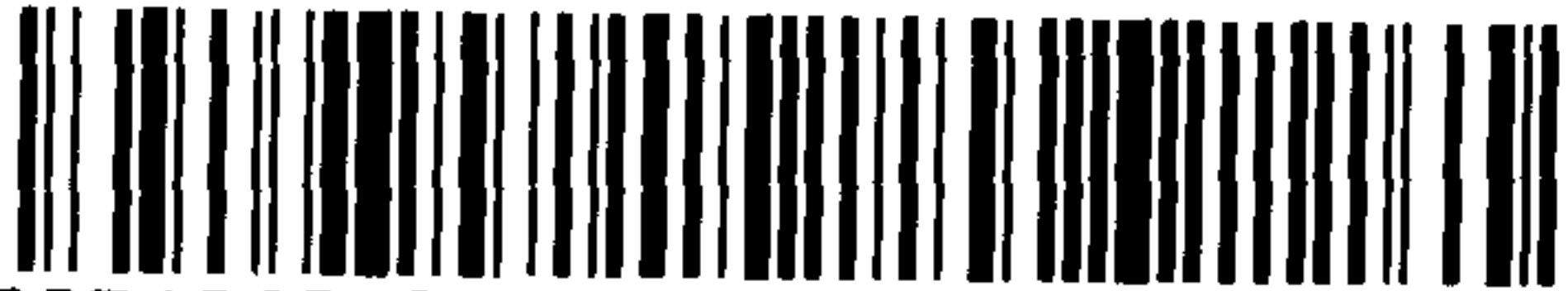


This instrument prepared by:
Dan A. Olivier
as Agent for **MOTIVA ENTERPRISES LLC**
12700 Northborough, Suite 100
Houston, TX 77067

1, 0 5 9, 000

20051220000655890 1/6 \$1976.00
Shelby Cnty Judge of Probate, AL
12/20/2005 02:21:19PM FILED/CERT

When recorded, return Deed and
Send Tax Statement to:
The McPherson Companies, Inc.
Attn: Jeff Creel
2340 Woodcrest Place, Suite 175
Birmingham, Alabama 35209

SPECIAL WARRANTY DEED

This Special Warranty Deed, dated to be effective as of the 14 day of December, 2005, is by and between **MOTIVA ENTERPRISES LLC**, a Delaware limited liability company, with offices located at 12700 Northborough, Suite 100, Houston, Texas 77067 ("**Grantor**"), and The McPherson Companies, Inc., a Delaware corporation, with offices located at 2340 Woodcrest Place, Suite 175, Birmingham, Alabama 35209 ("**Grantee**").

W I T N E S S E T H:

In consideration of the mutual covenants and other good and valuable consideration set forth in that certain Asset Purchase and Sale Agreement dated as of December 7, 2005, by and between Grantor and Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL, CONVEY and RELEASE unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to the Premises more particularly described in Exhibit "A" attached hereto and made a part hereof (the "**Premises**"), together with any buildings, fixtures and improvements owned by Grantor and located thereon;

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Premises;

Grantor expressly SAVES, RETAINS, RESERVES and EXCEPTS from this conveyance unto itself and its successors and assigns, all right, title and interest, if any, in and to any oil, gas, and other minerals (including, without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, as well as the right to lease such portion of the Premises hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the Premises; but Grantor, its successors and assigns, shall have no right to use, or right of ingress to or egress from any part of the surface of the Premises for exploration and producing purposes. Except as set forth in the preceding sentence, any oil and gas drilling operations, shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the Premises. Grantor shall exercise its rights under the foregoing mineral, oil and gas reservation so as not to disturb any improvements, installations, petroleum or other products contained in such improvements or installments or surface activities on the Premises. Grantor is to receive

and retain all bonuses, rentals and royalties payable under any such mineral, oil and gas lease or leases. Grantor may assign, transfer, sell or convey such oil, gas and mineral reservation to any person, corporation, partnership or other entity.

This conveyance is made by Grantor and accepted by Grantee subject to all encumbrances, rights of way and other matters of record affecting same to the extent that the same are currently valid and enforceable against the Property.

TO HAVE AND TO HOLD the Premises unto Grantee, its successors and assigns forever; but

SUBJECT to:

[The Permitted Encumbrances set forth on "**Exhibit B**"]

IN ADDITION TO THE FOREGOING, Grantor grants the Premises to Grantee subject to the following covenants and restrictions:

1. From and after the date hereof until December 31, 2015, if motor fuel is stored, advertised or sold at or from the Premises, the gasoline stored, advertised or sold shall be sold under the "Shell" trademark ("**Brand Covenant**"). The Brand Covenant shall expire automatically on December 31, 2015 without need for filing a release, or other action of either Grantor or Grantee. The Premises and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Brand Covenant. The Brand Covenant shall run with the land, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors in interest thereof. The Brand Covenant is imposed upon the entire Premises.

2. Grantee has granted a right of access to Grantor pursuant to the terms of an Access Agreement dated as of the 14 day of December, 2005.

3. Grantee covenants and agrees that no wells or other tanks, pumps or related equipment for the storage of potable water may be installed at the Premises.

4. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, GRANTEE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO MAKE FULL AND COMPLETE INSPECTIONS OF THE PREMISES TO GRANTEE'S SATISFACTION PRIOR TO THE DATE HEREOF AND THAT, AS OF THE DATE HEREOF, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATIONS OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, OR ANY AGENT, REPRESENTATIVE OR OTHER PARTY ACTING ON BEHALF OF GRANTOR. IT IS THE UNDERSTANDING AND INTENTION OF THE PARTIES THAT THE SALE OF THE PREMISES FROM GRANTOR TO GRANTEE IS MADE ON AN "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO,

CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR PRESENT OR FUTURE CONDITION OF THE ASSETS, INCLUDING WITHOUT LIMITATION THE PREMISES, (B) THE COMPLIANCE OF, OR BY, THE PREMISES WITH ANY LAWS OF ANY APPLICABLE GOVERNMENTAL ENTITY, (C) THE LIABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PREMISES, INCLUDING WITHOUT LIMITATION THE ASSETS THEREON, OR (D) ANY OTHER MATTER WITH RESPECT TO THE ASSETS. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE IS RELYING, HAS RELIED AND SHALL IN THE FUTURE RELY SOLELY UPON ITS OWN INVESTIGATIONS, INSPECTIONS AND STUDIES OF THE PREMISES, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, GRANTOR'S AGENTS OR CONTRACTORS OR OTHERWISE GENERATED FROM THIRD PARTY SOURCES. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PREMISES OR THE OPERATION THEREOF FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY AGENT, BROKER OR SALESPERSON. GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE HAS BEEN SPECIFICALLY NEGOTIATED AND ADJUSTED TO TAKE INTO ACCOUNT THE AS-IS NATURE OF THIS SALE AND THE DISCLAIMERS AND WAIVER OF REPRESENTATIONS AND WARRANTIES AS STATED HEREIN.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on or enforced by any other entity, including, without limitation, any direct or remote successor in title to Grantee or any title insurer of Grantee or its direct or remote successors in title, by way of subrogation or otherwise.

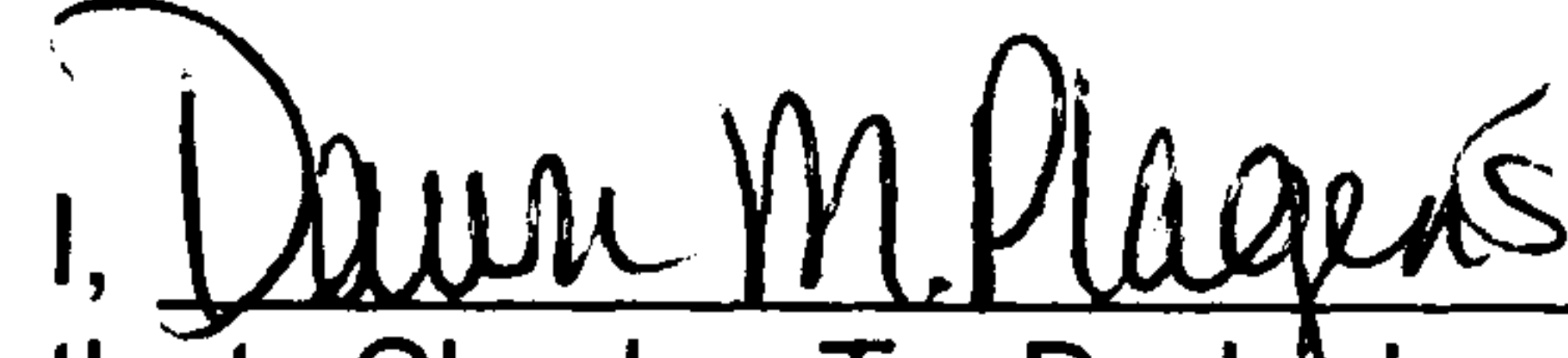
[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed on the date set forth below, effective on the day and year first above written.

MOTIVA ENTERPRISES LLC

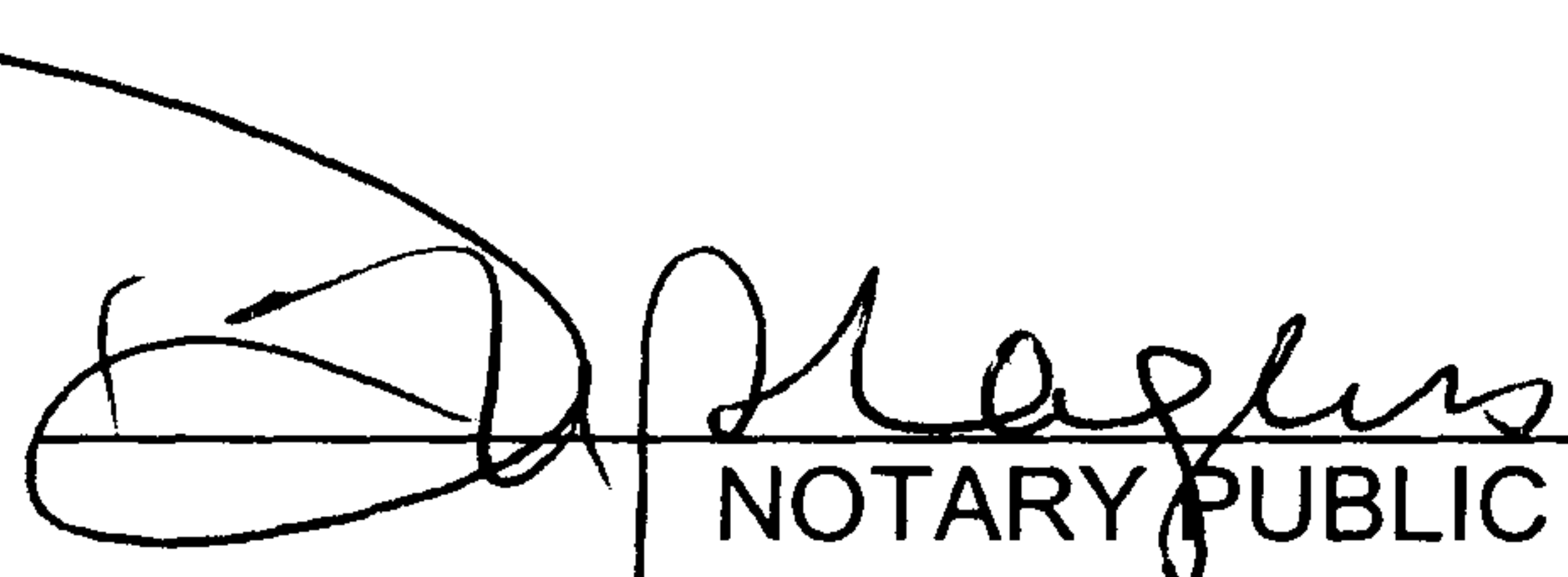
By: 
Name: Charles T. Badrick
Title: Manager, Real Estate Contracts
Date: December __, 2005
Tax I.D.#: XXXXXXXXXX

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

I, , a Notary Public in and for said County in said State, hereby certify that Charles T. Badrick, Manager, Real Estate Contracts, of Motiva Enterprises LLC, a Delaware limited liability company, who signed the foregoing instrument and who is known to me, acknowledged before me on this day, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily, as the act of said limited liability company, acting in such capacity as aforesaid.

Given under my hand this 13th day of December, 2005.

My commission expires:


NOTARY PUBLIC

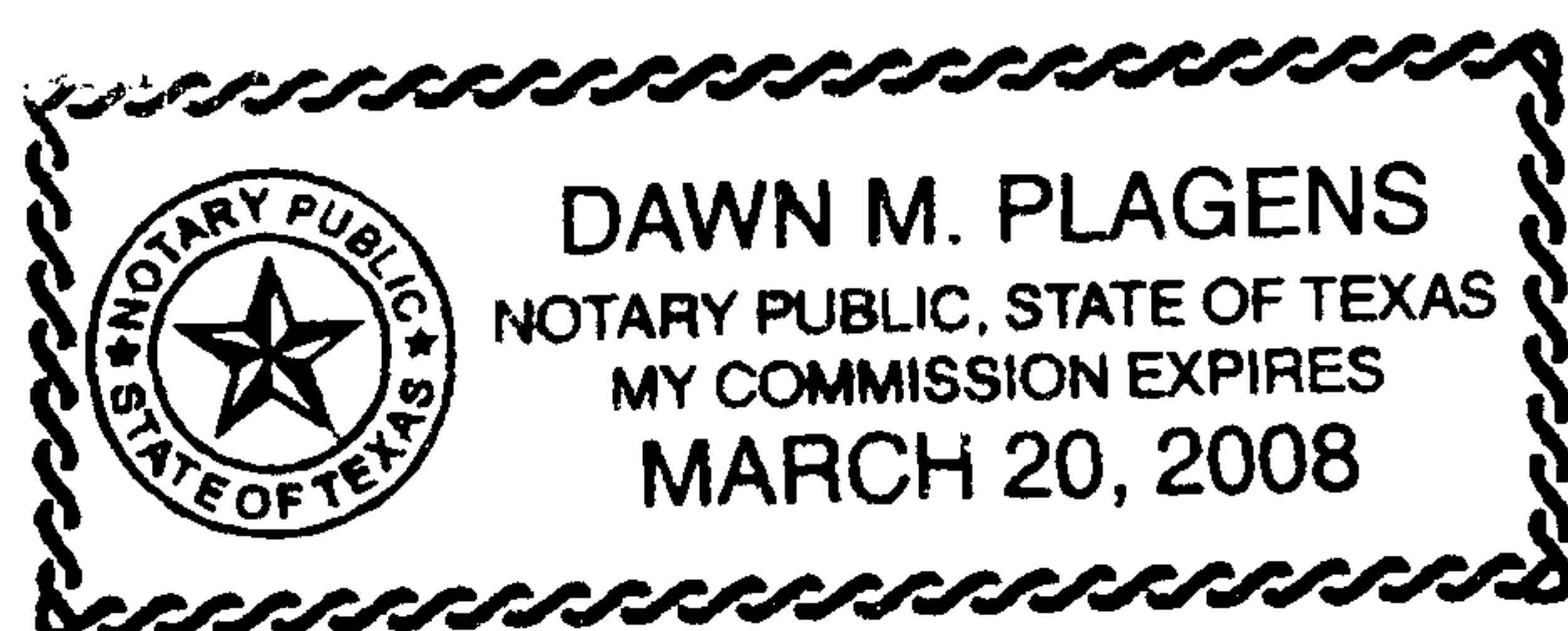


EXHIBIT A

DESCRIPTION OF PREMISES

20051220000655890 5/6 \$1976.00
Shelby Cnty Judge of Probate, AL
12/20/2005 02:21:19PM FILED/CERT

ALL that tract or parcel of land and premises, situate, lying and being in the City of Birmingham in the County of Shelby and State of Alabama, more particularly described as follows:

For the point of beginning begin at Station 183 + 77 (6"x6" conc. R.O.W. marker set by ASHD-1971 - Project - F - 214 (15)) on the South Right of Way line of U.S. Highway #280; thence proceed Southwesterly along said South Right of Way line and along the arc of a curve to the right, said curve having a radius of 2428.81 feet and a central angle of 5 degrees 10 minutes 00 seconds and a chord bearing of South 74 degrees 26 minutes 05 seconds East, for a distance of 219.02 feet to point; thence turn an angle to the right of 90 degrees 52 minutes 05 seconds to the chord of last said curve and proceed South 16 degrees 26 minutes 00 seconds West for a distance of 175.0 feet to a point, thence turn an angle of 86 degrees 02 minutes 41 seconds to the right and proceed North 77 degrees 31 minutes 19 seconds West for a distance of 313.74 feet to a point on the East Right of Way line of Alabama State Highway #119; thence turn an angle of 97 degrees 00 minutes 19 seconds to the right and proceed North 19 degrees 29 minutes 00 seconds East along the said East Right of Way line of the said, Alabama State Highway #119 for a distance of 85.0 feet to a point on the flare of U.S. Highway 280 (Project F-214(15)); thence turn an angle of (deed: 36 degrees 30 minutes 30 seconds) calc. 36 degrees 29 minutes 59 seconds to the right and proceed North 55 degrees 58 minutes 59 seconds East diagonally along the said U. S. Highway 280 flare for a distance of (deed: 140.55 feet) calc. 140.64 feet to the point of beginning. Being a part of the SW ¼ of the SW ¼ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama.

ALSO:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and run in an Easterly direction along the South line of said Section a distance of 209.91 feet; thence deflect 67° 03' 57" and run to the left in a Northeasterly direction 1049.98 feet to the Southwest corner of a tract owned by Texaco, Inc.; thence deflect 81° 46' 32" and run to the right in a Southeasterly direction along the South line of said Texaco tract 314.30 feet to the Point of Beginning of the herein described parcel; thence deflect 85° 07' 21" and run to the left in a Northeasterly direction along the East line of said Texaco tract 174.9 feet more or less to the Southerly right of way of U.S. Highway 280; thence turn an interior angle of 88° 24' 12" to the tangent of a curve to the right having a central angle of 00° 19' 00" and a radius of 2716.19 feet and run along the arc of said curve in a Southeasterly direction and along said right of way 15.01 feet; thence turn an interior angle of 91° 54' 48" from the tangent of last described curve and run to the right in a Southwesterly direction 173.18 feet; thence turn an interior angle of 94° 52' 39" and run to the right in a Northwesterly direction 15.05 feet to the point of beginning, containing 2,611 square feet, more or less.



20051220000655890 6/6 \$1976.00
Shelby Cnty Judge of Probate, AL
12/20/2005 02:21:19PM FILED/CERT

EXHIBIT B

Permitted Encumbrances

Any rights or claims of parties in possession not shown by the public records;

Easements, or claims of easements, not shown by the public records;

Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records;

Taxes or special assessments which are not shown as existing liens by the public records;

Grantor expressly SAVES, RETAINS, RESERVES and EXCEPTS from the conveyance of any Contract Operator Premises unto itself and its successors and assigns, all right, title and interest, if any, in and to any oil, gas, and other minerals (including, without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, as well as the right to lease such portion of the Contract Operator Premises hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the Contract Operator Premises; but Grantor, its successors and assigns, shall have no right to use, or right of ingress to or egress from any part of the surface of the Contract Operator Premises for exploration and producing purposes. Except as set forth in the preceding sentence, any oil and gas drilling operations, shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the Contract Operator Premises. Grantor shall exercise its rights under the foregoing mineral, oil and gas reservation so as not to disturb any improvements, installations, petroleum or other products contained in such improvements or installments or surface activities on the Contract Operator Premises. Grantor is to receive and retain all bonuses, rentals and royalties payable under any such mineral, oil and gas lease or leases. Grantor may assign, transfer, sell or convey such oil, gas and mineral reservation to any person, corporation, partnership or other entity.

Standby fees, taxes and assessments by any taxing authority for the year 2006 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

Declaration of Covenants, Conditions and Restrictions for Greystone Commercial property as recorded in Real 314, page 506, with 1st Amendment as recorded in Inst.#1996-531, and with 2nd Amendment recorded in Instrument 1996-532.

Transmission Line Permit(s) to Alabama Power Company, as recorded in Deed Book 109, page 491.

Right of way granted Shelby County by instrument(s) recorded in Deed Book 126, page 180.

Shelby County, AL 12/20/2005
State of Alabama

Deed Tax:\$1950.00