

RETURN TO:
REPUBLIC COMMERCIAL TITLE AGENCY, LLC
6111 PEACHTREE DUNWOODY ROAD, N.E.
BUILDING D
ATLANTA, GA 30328

RTCU10792

SPECIAL WARRANTY DEED

20120124000028200 1/6 \$1747.00
Shelby Cnty Judge of Probate, AL
01/24/2012 12:22:58 PM FILED/CERT

Shelby County, AL 01/24/2012
State of Alabama
Deed Tax: \$1720.00

THE STATE OF ALABAMA

COUNTY OF SHELBY

§

§ KNOW ALL MEN BY THESE PRESENTS:

§

THAT THE UNDERSIGNED, **CHRISTIAN BROTHERS HOOVER, LP**, a Texas limited partnership, hereinafter called "Grantor," for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid to Grantor by **NICK G. STRIGLOS, TRUSTEE OF THE NICK G. STRIGLOS REVOCABLE INTER VIVOS TRUST DATED DECEMBER 1, 2011** or such trustee's successors or assigns, hereinafter called "Grantee", whose address is PO Box 167, Decatur, Illinois 62525, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Grantee, the real property described on attached Exhibit "A," incorporated herein and made a part hereof for all purposes, together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting said real property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from said real property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to said real property, if any (Grantor has and hereby notifies Grantee that Grantor does not believe that Grantor has any such mineral rights or interests); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of said real property; and (viii) all right, title, and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property and (d) any and all reversionary interests in and to said real property (said real property together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (viii) above are herein collectively referred to as the "Property").

This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: the restrictions set forth on Exhibit B attached hereto; any

{H0372734.1 }

SPECIAL WARRANTY DEED

Grantor: *Christian Brothers Hoover, LP*

Grantee: *Nick G. Striglos, Trustee*

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PREPARED BY: Jacques Craig, General Counsel
Christian Bros. Automotive Corp.
15995 N. Barkers Landing, Ste 145
Houston, TX 77079

Return To: 11002897 SMP
VERITAS TITLE PARTNERS
2415 W. ALABAMA, Ste. 203
HOUSTON, TX 77098

and all restrictions, covenants, assessments, reservations, conditions, and easements shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the Property; any and all outstanding mineral interests held by third parties, if any, relating to the hereinabove described property, but only to the extent they are still in effect; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever, subject to the matters herein stated; and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

Except as otherwise specifically agreed by Grantor and Grantee, Grantor hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (a) the nature and condition of the Property or other items conveyed hereunder, including, without limitation, the water, soil and geology, the suitability thereof and of the Property or other items conveyed hereunder for any and all activities and uses which Grantee may elect to conduct thereon, the existence of any environmental hazards or conditions thereon (including, but not limited to, the presence of asbestos or other hazardous materials) or compliance with applicable environmental laws, rules or regulations; (b) the nature and extent of any right-of-way, lease, possession, lien encumbrance, license, reservation, condition or otherwise; and (c) the compliance of the Property or its operation with any laws, ordinances or regulations of any governmental entity or body. Grantee acknowledges that Grantee has inspected the Property and that Grantee is relying solely on Grantee's own investigation of the same and not on any information provided or to be provided by or on behalf of Grantor. Grantee further acknowledges that any information provided with respect to the Property or other items conveyed hereunder was obtained from a variety of sources, and Grantor (1) has not made any independent investigation or verification of such information; and (2) does not make any representations as to the accuracy or completeness of such information, as otherwise specifically agreed by Grantor and Grantee. This conveyance is made on an "AS IS," "WHERE IS" and "WITH ALL FAULTS" basis, and Grantee expressly acknowledges that, except as otherwise specified herein, Grantor has made no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, title (except as specifically set forth and limited in this Deed), habitability, merchantability or

fitness for a particular purpose with respect to the Property, all such representations and warranties, as well as any implied warranties being hereby expressly disclaimed.

By Grantee's acceptance of this Deed, Grantee agrees that (i) neither Grantee or any successor or assign of Grantee to the Property shall use or permit any other party to use any portion of the Property in any manner that interferes with the rights of Grantor, Christian Brothers Automotive Corporation ("CBAC") or any affiliate, sublessee or franchisee of either Grantor or CBAC to use the Property pursuant to the terms of any lease or other agreement, and (ii) Grantor shall not be responsible or liable to Grantee for any conditions affecting the Property, as Grantee is purchasing the same "AS IS," "WHERE IS" and "WITH ALL FAULTS."

Grantee hereby agrees to indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, attorney's fees and expenses and court costs) in any way relating to, connected with, or arising out of the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the Property and other items conveyed hereunder. Grantor hereby agrees to indemnify, protect, defend, save and hold harmless Grantee, its successors and assigns, and Grantee's employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of actions, damages, losses, costs and expenses (including, without limitation, attorney's fees and expenses and court costs) in any way relating to, connected with, or arising out of the ownership, leasing, use, operation, maintenance and management of the Property during the period commencing on the date that Grantor acquired the Property and ending on the date hereof, including, without limitation, the cost of any removal of hazardous substances or contaminants from the Property and other items conveyed hereunder.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto and Grantee hereby expressly assumes liability for the payment thereof. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for the Property for such year are available.

It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that all of the subject Property is sold by Grantor and purchased by Grantee subject to the foregoing.

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SPECIAL WARRANTY DEED

Grantor: Christian Brothers Hoover, LP

Grantee: Nick G. Striglos, Trustee

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EXECUTED on the date of the acknowledgment set forth below to be effective for all purposes
as of the 23rd day of December, 2011.

GRANTOR:

CHRISTIAN BROTHERS HOOVER, LP

a Texas limited partnership

BY: Christian Brothers Management, LLC

a Texas limited liability company and its sole general partner

By: _____

Mark A. Carr, President

20120124000028200 5/6 \$1747.00
Shelby Cnty Judge of Probate, AL
01/24/2012 12:22:58 PM FILED/CERT

THE STATE OF TEXAS

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§
§

COUNTY OF HARRIS

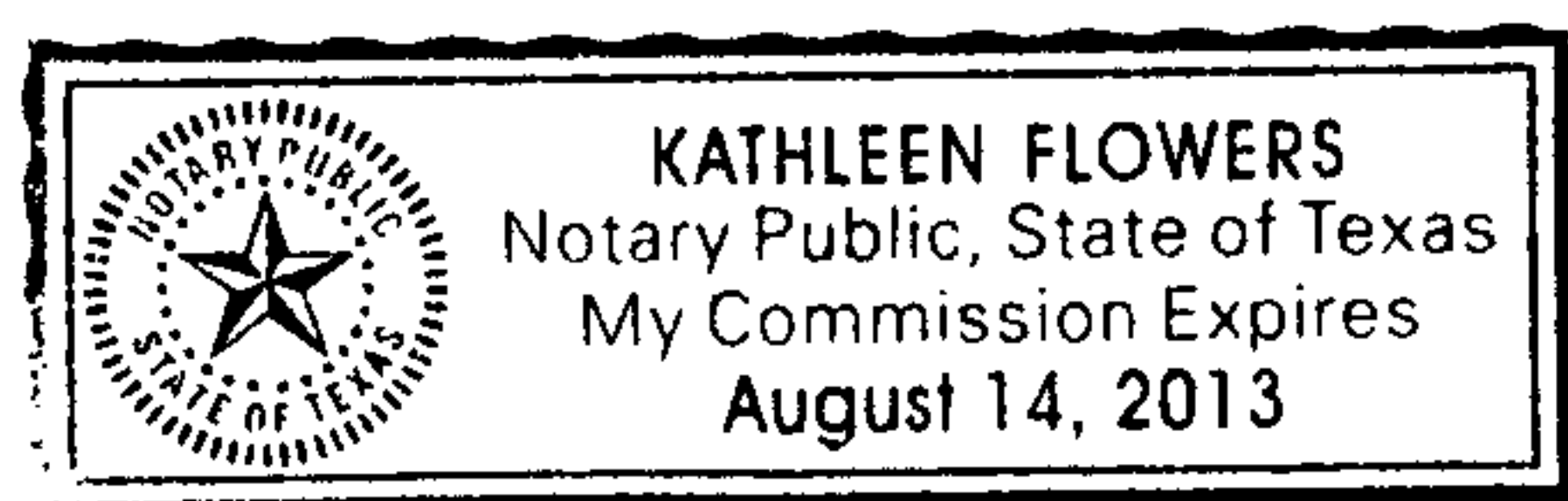
The foregoing instrument was acknowledged before me on the 21st day of December, 2011, by Mark A. Carr, in his capacity as President of Christian Brothers Management, LLC, the sole general partner of Christian Brothers Hoover, LP, a Texas limited partnership.

Kathleen flowers

NOTARY PUBLIC, STATE OF TEXAS

Kathleen Flowers

PRINTED NAME OF NOTARY



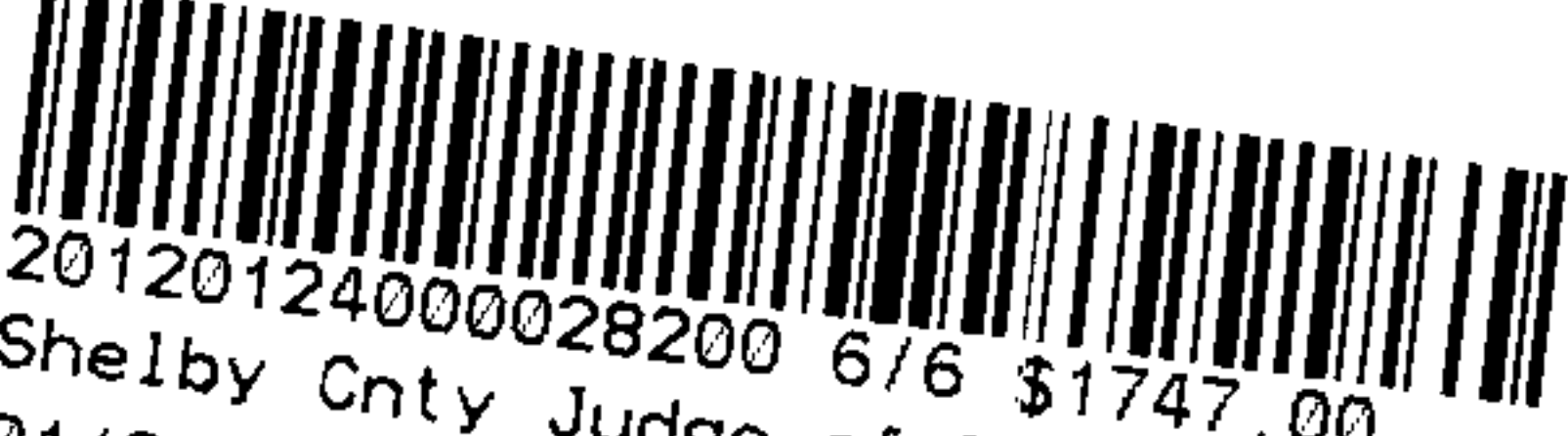
MY COMMISSION EXPIRES:

August 14, 2013

EXHIBIT A

Legal Description:

Lot 13A, according to the map or survey of amended Resurvey of Lot – 13 Southpark, as recorded in Map Book 32, Page 59, in the Office of the Judge of Probate of Shelby County, Alabama.


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