

**WAIVER OF REFUSAL OPTION AND CONDITIONAL WAIVER OF
CERTAIN USE AND OPERATING RESTRICTIONS**

THIS WAIVER OF REFUSAL OPTION AND CONDITIONAL WAIVER OF CERTAIN USE AND OPERATING RESTRICTIONS is made this 29th day of October, 2012, by **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation, as successor by merger with Amoco Oil Company, Inc., as successor by merger with BP Exploration & Oil Inc. and its successors and assigns ("**BP**") in favor of **MAC I, LLC**, an Alabama limited liability company ("**MAC**") and **THE MCPHERSON COMPANIES, INC.**, a Delaware corporation ("**TMC**").

RECITALS

Pursuant to that certain Limited Warranty Deed (the "**BP Deed**") dated December 26, 2000, as recorded January 26, 2001 as Instrument Number 2001-02849 in the Office of the Judge of Probate of Shelby County, Alabama, BP, as Grantor, conveyed to Spectrum Realty, Inc. certain Property defined and described therein (the "**Property**") subject to those certain "Use and Operating Restrictions" set forth in Exhibit B attached thereto and incorporated therein by reference (the "**Use and Operating Restrictions**"), a Refusal Option as described and defined therein (the "**Refusal Option**") and certain conditional rights of access to the Property in favor of BP.

Pursuant to that certain Purchase Agreement dated February 3, 2012, as amended (the "**Orange Purchase Agreement**"), between Circle K Stores, Inc., a Texas Corporation, as Seller ("**Circle K**") and Orange Development, Inc., a Delaware corporation or its successor or assigns, as Buyer ("**Orange**"), Circle K has agreed to sell to Orange and Orange has agreed to purchase from Circle K, the Property. Further, pursuant to that certain Purchase and Sale Agreement dated April 17, 2012, as amended (the "**MAC Purchase Agreement**") by and among MAC, TMC and Orange, Orange has agreed to convey to MAC and MAC has agreed to acquire said Property in connection with a land exchange as described therein. Further, MAC has agreed to lease all or a portion of the Property to TMC and TMC has agreed to Lease the Property from MAC (the "**TMC Lease**").

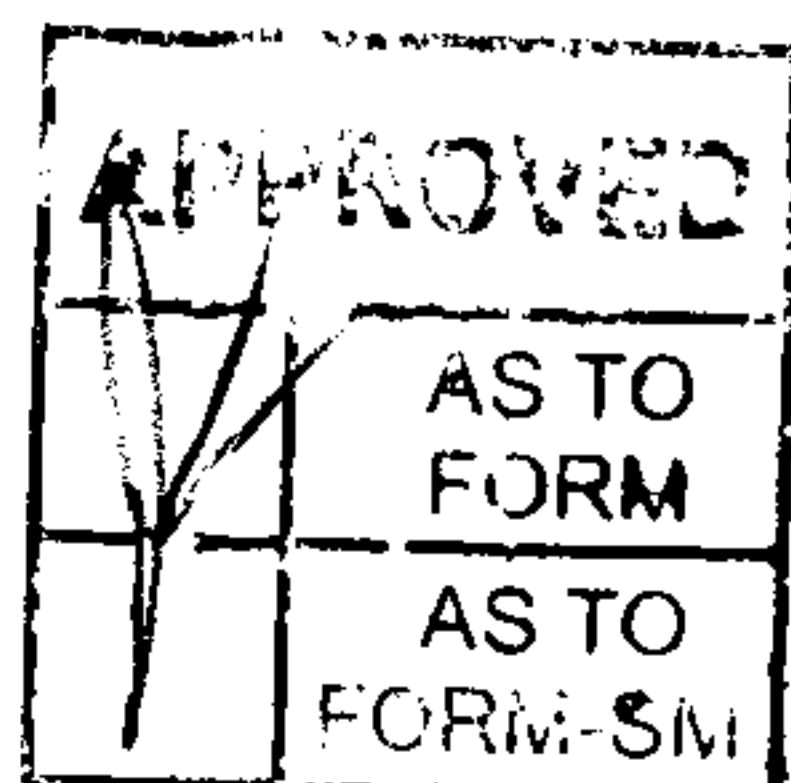
Pursuant to an agreement between Circle K and BP, BP has agreed to waive the Refusal Option with respect to the Orange Purchase Agreement, the MAC Purchase Agreement and the TMC Lease..

In consideration for the agreement of MAC to operate or to cause to be operated by TMC on the Property, a convenience store and fuel station dispensing BP branded fuel, BP has agreed to waive the Use and Operating Restrictions set forth in Paragraph 1 of Exhibit B attached to and incorporated in the BP Deed.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the BP Deed.
2. Recitals. The Recitals are incorporated herein by reference.
3. Waiver of Refusal Option. BP hereby waives the Refusal Option with respect to the Orange Purchase Agreement, the MAC Purchase Agreement and the TMC Lease.
4. Waiver of Certain Use and Operating Restrictions. BP hereby waives the Use and Operating Restrictions set forth in Paragraph 1 of Exhibit B attached to and incorporated in the BP Deed for so long as MAC operates or causes to be operated by TMC upon the Property, a convenience store and fuel station dispensing BP branded fuel until said Use and Operating Restriction terminates in accordance with the terms and conditions thereof on December 26, 2015. In the event BP fails or refuses to distribute or cause to be distributed, BP branded fuel to the operator of the convenience store and fuel station upon the Property in breach of the terms and conditions of any branding, supply or franchise agreement between said operator and BP or its distributor, the Use and Operating Restrictions set forth in Paragraph 1 of Exhibit B attached to and incorporated in the BP Deed shall terminate and shall be of no further force or effect.

IN WITNESS WHEREOF, BP has caused this Waiver of Refusal Option and Conditional Waiver of Certain Use and Operating Restrictions to be executed by an authorized representative of BP this 29th day of October, 2012.



BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation, as successor
by merger with Amoco Oil Company Inc., as
successor by merger with BP Exploration
& Oil, Inc.

By: [Signature]

Name: DANIEL R. FIDEN
PORTFOLIO & BUSINESS
Its: DEVELOPMENT MANAGER

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that DANIEL R FIDEN personally known to me to be the PORTFOLIO & BUSINESS DEVELOPMENT MGR of BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity s/he signed and delivered the said instrument, pursuant to the authority given by the Board of Directors of said corporation, as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of October, 2012.

[Signature]
Notary Public



My Commission Expires:

This document was prepared by: Gregory D. Meadows
Orange Development, Inc.
1200 Corporate Drive
Suite G-50
Birmingham, AL 35242

When recorded, return to: MAC I, LLC
c/o The McPherson Companies, Inc.
5051 Cardinal Street
Trussville, AL 35173
Attention: Bradley G. Gray

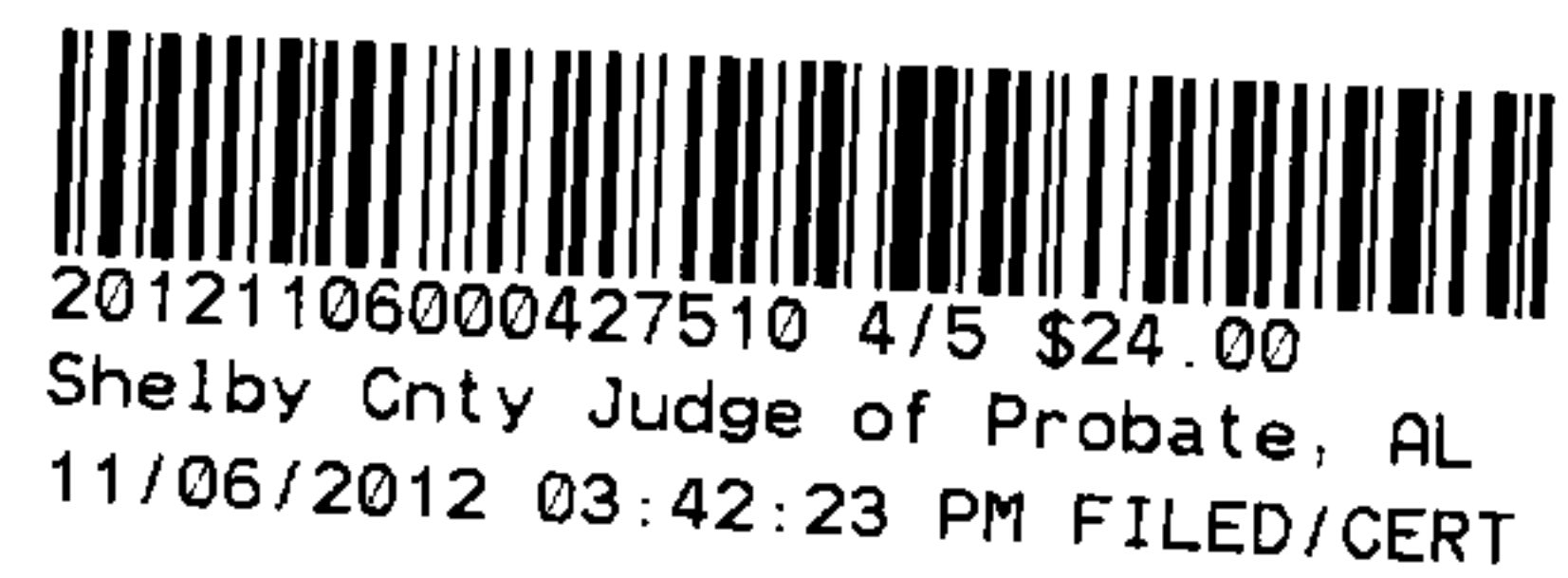



Exhibit A

(Legal Description)

Commence at the Southwest corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence run North along the West line of said section for a distance of 1295.37 feet; thence run North 78°39'13" East for a distance of 590.19 feet to a concrete monument on the Northeasterly right of way of U.S. Highway No. 280 at station 181+00, said point being the point of beginning; from the point of beginning thus obtained run North 60°38'07" East along the Northwesterly right of way line of U.S. Highway No. 280 for a distance of 150.23 feet to a concrete monument on the Northwesterly right of way line of Alabama Highway No. 119 at station 13+24.60; thence run North 21°09'07" East along the Northwesterly right of way line of Alabama Highway No. 119 for a distance of 65.85 feet; thence run North 64°43'19" West for a distance of 298.82 feet; thence run South 21°09'07" West for a distance of 216.54 feet; thence run South 59°47'53" East along the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 80.32 feet to a concrete monument at station 180+00; thence run South 80°42'35" East long the Northeasterly right of way line of U.S. Highway No. 280 for a distance of 125.89 feet to the point of beginning.


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Shelby Cnty Judge of Probate, AL
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