

Recording Requested by:
First American Title Insurance
Company National Commercial
Services
200 East South Temple, Suite 200

E 2386701 B 4595 P 1144-1148
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/15/2008 4:31:00 PM
FEE \$18.00 Pgs: 5
DEP eCASH REC'D FOR INTEGRATED TITLE INSURANCE S

AFTER RECORDING RETURN TO:
AOA Properties, LLC
310 Main St.
Clearfield, UT 84015

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

APN #06-049-0149

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record on the public records: your Social Security number or your driver's license number.

SPECIAL WARRANTY DEED

STATE OF UTAH §
§
COUNTY OF DAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT SUN DEVELOPMENT, L.P., a Texas Limited Partnership, having an office at 2204 Timberloch Place, Suite 270, The Woodlands, Texas 77380 ("Grantor") for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY unto AOA PROPERTIES, LLC ("Grantee"), subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") in the City of West Bountiful, County of Davis, State of Utah, being more particularly described in the attached Exhibit "A".

This conveyance is made by Grantor and accepted by Grantee subject to all valid and subsisting easements, rights-of-way, conditions, covenants, restrictions, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property and all matters apparent from an inspection of the Property, or which a current, accurate survey of the Property would disclose (including but not limited to encroachments, overlaps or boundary line disputes).

GRANTEE, ITS HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS WILL CONTINUOUSLY OPERATE THE PROPERTY AS A CONVENIENCE STORE/GASOLINE STATION SELLING MOTOR FUEL PROVIDED EXCLUSIVELY BY PETROLEUM WHOLESALE, L.P. ("PWI") OR ITS SUCCESSORS AND ASSIGNS, THROUGH THE PERIOD ENDING AUGUST 15, 2048. IF GRANTEE BREACHES THE FOREGOING OPERATING COVENANT, GRANTOR, AT ITS OPTION, MAY ELECT (I) TO ENFORCE COMPLIANCE THROUGH ALL JUDICIAL MEANS, INCLUDING INJUNCTIVE RELIEF AND/OR LAWSUIT FOR DAMAGES, OR (ii) REPURCHASE THE PROPERTY AT ANY TIME AFTER THE DEFAULT FOR AN AMOUNT EQUAL TO THE PURCHASE PRICE PAID BY GRANTEE TO GRANTOR FOR THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH ARE SPECIFICALLY ENFORCEABLE.

As further consideration for this conveyance, Grantee, for itself, its heirs, legal representatives, successors and assigns, as applicable, hereby RELEASES, and forever discharges and agrees to INDEMNIFY and DEFEND Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) or causes of action at law or in equity including, without limitation, any statutory causes of action, including the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA") and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee (and any subsequent owner of the Property, as applicable) and the employees, agents, servants and representatives of such parties arising out of or in relation to any actual or alleged spills, leaks or other discharges of motor fuel or petroleum products or derivatives containing hydrocarbons on or into the Property.

Grantee agrees that the Property is conveyed and accepted by Grantee "AS IS" AND "WHERE IS", WITH ALL FAULTS, IF ANY, WITHOUT WARRANTY WHATSOEVER, EXPRESS OR IMPLIED except warranty of title.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns as applicable.

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date hereof occurs will be pro-rated between Grantor and Grantee as of the Effective Date hereof, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns forever, subject to the provisions hereof, and in lieu of all other warranties, express and implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend title to the Property unto Grantee, Grantee's successors, heirs 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, subject to the Permitted Encumbrances.

EXECUTED this 15 day of August, 2008.

GRANTOR:

GRANTEE:

SUN DEVELOPMENT, L.P.

AOA PROPERTIES, LLC

By: SD GP L.L.C.,
General Partner

By: *Omar Mansour*
Omar Mansour
President

By: Sun Development Holdings L.L.P.,
Member

By: *[Signature]*
John W. Cook
Managing Partner

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared John W. Cook, known to me to be the person whose name is subscribed to the foregoing instrument as Managing Partner of Sun Development, L.P., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of August, 2008.



Sarah L. Micle
Notary Public
State of Texas

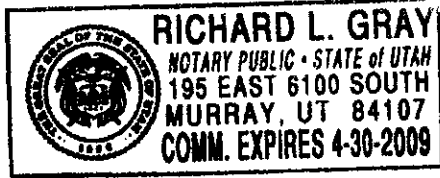
STATE OF UTAH

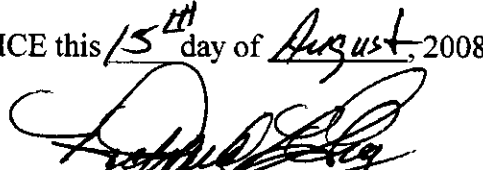
§
§
§

COUNTY OF ~~DAVIS~~
SALT LAKE

BEFORE ME, the undersigned authority, on this day personally appeared Omar Mansour, known to me to be the person whose name is subscribed to the foregoing instrument as President of AOA Properties, LLC, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of August, 2008.





 Notary Public
 State of ~~Texas~~ UTAH

RETURN TO:
AOA Properties, LLC
1514 West 2100 South
Ogden, Utah 84401

EXHIBIT "A"

Legal Description
560 West 500 South
West Bountiful, Utah 84010

BEGINNING ON THE NORTHERLY RIGHT OF WAY LINE OF 500 SOUTH STREET 515 FEET SOUTH AND 10.51 CHAINS WEST FROM THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 3°30'00" WEST 157.0 FEET; THENCE SOUTH 89°49'23" WEST 73.81 FEET; THENCE NORTH 00°10'37" WEST 90.00 FEET; THENCE SOUTH 89°49'23" WEST 68.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD; THENCE SOUTHERLY ALONG THE ARC OF A 1015.37 FOOT RADIUS CURVE TO THE RIGHT 89.03 FEET (CHORD BEARS SOUTH 02°06'57" EAST 89.00 FEET); THENCE SOUTH 01°02'00" EAST 107.82 FEET; THENCE SOUTH 59°15'43" EAST 96.90 FEET TO THE SAID NORTHERLY RIGHT OF WAY LINE OF 500 SOUTH STREET; THENCE EAST 63.15 FEET TO THE POINT OF BEGINNING.

APN #06-049-0149