FILE BOX 57

Map 34-2
Parcel 70

SPECIAL WARRANTY DEED BOOK 7780 PAGE 703

STATE OF TENNESSEE *
*
COUNTY OF DAVIDSON * KNOW ALL MEN BY THESE PRESENTS:
*

THAT THIS INDENTURE, made and entered into effective the 31st day of December, 1988, by and between TEXACO REFINING AND MARKETING INC., a Delaware corporation authorized to do and doing business in the State of Tennessee, herein represented by its undersigned President, Glenn F. Tilton, duly authorized by resolution of its Board of Directors, a certified copy of which is annexed hereto and made a part hereof, and whose mailing address is 1111 Rusk Ave., Houston, Texas 77002, Tax I.D. No. 13-193-2447, party of the first part (herein referred to as Grantor), and STAR Enterprise, a General Partnership formed under the New York Uniform Partnership Act, authorized to do and doing business in the State of Tennessee, and whose mailing address is Suite 400, 12700 Northborough Drive, Houston, Texas 77067, Tax I.D. No. 76-0262490, party of the second part (hereinafter referred to as Grantee).

WITNESSETH: That the said Grantor, for and in consideration of the sum and amounts set forth and shown in Exhibit "A" attached hereto and made a part hereof, in lawful money of the United States and cash in hand paid by Grantee, and other good and valuable consideration and mutual benefits to be derived hereunder, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and conveyed, and does hereby grant, bargain, sell, release and convey unto the said Grantee, its successors and assigns forever, those certain plots, pieces and parcels of land and real estate situated, lying and being in the County of Davidson, State of Tennessee, and more fully and particularly described on and set forth in Exhibit "A" attached hereto and made a part hereof for all intents and purposes as if copied herein in extenso (herein called the "Property"),

Together with all of Grantor's right, title and interest in and to any and all buildings, structures, facilities, improvements, and appurtenances located and erected thereon, and all rights-of-way, servitudes, easements, privileges, advantages, interests, tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining to the foregoing Property,

Together with all right, title and interest of Grantor, if any, in and to any streets and roads abutting the Property to the center lines thereof, and

Together with the appurtenances and all the estate and rights of Grantor in and to said Property, but

SUBJECT to the exceptions to title set forth in Exhibit "B" attached hereto and made a part hereof for all intents and purposes as if copied herein in extenso (the "Permitted Encumbrances"), and further provided, that Grantor hereby specifically and expressly saves, retains, reserves, excludes and excepts from this conveyance unto itself and its successors and assigns, all right, title and interest in and to any oil, gas, and other minerals (including, without limitation, helium, lignite, sulphur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, as well as the right to lease such portion of the Property hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the Property; 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 Property for exploration and producing purposes; and 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 Property. 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 installations or surface activities on the Property. Grantor is to receive and retain all bonuses, rentals and royalties payable under any such minerals, oil and gas lease or leases. Grantor shall have the right to assign, transfer, sell or convey such oil, gas and mineral rights and reservations to any person, corporation, partnership or other entity.

AND, said Grantee here present accepting for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the Property described on attached Exhibit "A".

TO HAVE TO AND HOLD, the aforesaid real estate and Property, together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee, its successors and assigns forever.

Grantor covenants that it has not done or suffered anything whereby the Property has been encumbered in any way whatever, except for the Permitted Encumbrances and the aforesaid reservation of oil, gas and minerals. The foregoing covenant 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.

IN WITNESS WHEREOF Grantor has hereunto caused its corporate seal to be affixed, and these presents to be signed by its corporate officer and attested by its Secretary, in duplicate originals, on the date indicated below, after a due reading of the whole, but effective as of the date first written above.

GRANTOR:
TEXACO REFINING AND MARKETING INC.

APPROVED
Form 001
Terms 5.08
Date 5.88

By _____
Its President
Dated 1-27-89

[SEAL]

ATTEST: _____
Assistant Secretary

STATE OF TEXAS *
* ACKNOWLEDGEMENT
COUNTY OF HARRIS *

BEFORE ME, a Notary Public in and for said state and county, duly commissioned and qualified, personally appeared Glenn F. Tilton, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be President of Texaco Refining and Marketing Inc., the within Grantor, a corporation, and that he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS MY HAND and SEAL, at office in HOUSTON, TX this 27th day of JANUARY, 1989.

_____
NOTARY PUBLIC
My Commission Expires: _____

[SEAL]

LYNN M. WYATT
Notary Public, State of Texas
My Commission Expires 12/7/91

Mail Tax Statement To:
Mr. R. L. Bowman
c/o Tax Department
STAR Enterprise
Suite 400
12700 Northborough Drive
Houston, TX 77067

This Instrument Prepared By:
Daniel P. Hurley
P. O. Box 60252
New Orleans, LA 70160

STATE OF TEXAS *
* OATH
COUNTY OF HARRIS *

I, the undersigned affiant, first being duly sworn, made this oath as follows:

I am agent for STAR Enterprise, and do hereby swear and affirm that the actual consideration or true value of this transfer, whichever is greater, is as set forth and shown for the property in attached Exhibit "A".

Affiant _____

Sworn to and subscribed before me this 27th day of Feb, 1989.

_____
Notary Public
My Commission Expires: _____

G:\B\JV/TN5

Attached to and made a part of that certain Special Warranty Deed by and between Texaco Refining and Marketing Inc., as Grantor, and, Star Enterprise, as Grantee, dated Effective December 31, 1988

PROPERTIES, FACILITIES AND INTERESTS OF GRANTOR, AS OWNER, SITUATED IN COUNTY OF DAVIDSON, STATE OF TENNESSEE AND CONVEYED HEREUNDER:

I. (a) All of Grantor's right, title and interest in and to the land and property conveyed by that certain Act of Sale, Deed or Conveyance from Texaco Inc. to Texaco Refining and Marketing Inc., dated effective December 31, 1984, recorded in Book 6724, at Page 275 of the public records of Register of Deeds, Davidson County, State of Tennessee, which property and land is more fully described as follows, viz:

Land in Davidson County, Tennessee, being Lot "J" on the Resubdivision of Lot "J" Rivergate Park, as of record in Book 4300, page 142, Register's Office for said County, described as follows:

BEGINNING at a point in the northwesterly margin of Gallatin Road, said point being the common front corner of Lots "J" and "K" on said plan; thence North 54° 37′ 04" West along the line between said two lots a distance of 236.12 feet to a point; thence continuing with the line between said two lots North 74° 30′ West a distance of 100.23 feet to a point which is the common rear corner of said two lots; thence North 15° 30′ East, along the margin of an access, drainage and utilities easement, 35 feet to a point; thence South 74° 30′ East 155.00 feet to a point; thence North 25° 47′ East 199.67 feet to a point in the southeasterly margin of an access easement; thence along said margin of said access easement South 41° 55′ East 245.00 feet to a monument in the northwesterly margin of Gallatin Road; thence southwardly along said margin of Gallatin Road along a curve having a radius of 985.00 feet, a distance of 134.76 feet to a monument; thence continuing along said margin of said Road, South 35° 22′ 56" West, 60.20 feet to the point of beginning.

together with all buildings, structures, plants, facilities and improvements of every nature and character whatsoever, whether similar or dissimilar, situated wholly or partially on the above described property; bearing L/C 21-282-0011, municipal address 1998 Gallatin Road, Madison, TN. The actual consideration paid for the above described property is $600,000.00.

G:\B\JV/TN1

EXHIBIT "B"

Attached to and made a part of that certain Special Warranty Deed by and between Texaco Refining and Marketing Inc., as Grantor, and STAR Enterprise, as Grantee, dated Effective December 31, 1988

"Permitted Encumbrances" means (a) liens for taxes, assessments or other governmental charges (including liens or encumbrances incurred in connection with workers compensation, unemployment insurance and social security benefits) not yet due or which are being contested in good faith by appropriate proceedings diligently conducted and for which Grantor or an Affiliate of Grantor has established appropriate reserves, (b) mechanics', materialmen's, carriers', warehousemen's and similar liens not of record or such liens that are of record but (i) which are being contested in good faith by appropriate proceedings diligently conducted by Grantor and (ii) for which Grantor or an Affiliate of Grantor has established appropriate reserves, (c) judgment liens with respect to judgments which Grantor or an Affiliate of Grantor is in good faith appealing by appropriate proceedings diligently conducted, for which Grantor or an Affiliate of Grantor has secured a stay of execution pending such appeal and for which Grantor or an Affiliate of Grantor has established appropriate reserves, (d) easements, rights of way, exceptions, agreements, covenants and restrictions which do not in the aggregate materially interfere with or impair the actual use of the Property:

(i) any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (A) the ownership, occupancy, use, or enjoyment of the Property, (B) the character, dimensions or location of any improvement now or hereafter erected on or comprising part of such Property, (C) a separation in ownership or a change in the dimensions or area of such Property or any portion thereof, or (D) environmental protection;

(ii) rights of utility companies to maintain and operate wires, lines, cables, pipes, holes, boxes and other fixtures, facilities and equipment in, over and upon the Property or any portion thereof;

(iii) the state of facts that would be shown by an accurate survey or physical inspection of the Property;

(iv) underground encroachments, if any, including, without limitation, pipes and drains, and such rights as may exist for entry upon the Property to maintain and repair such encroachments;

(v) riparian rights of others, including, without limitation, rights of others to drain through creeks or streams, if any, which cross the Property and the natural flow of such creeks or streams;

(vi) any governmental police power or right of eminent domain whether or not a notice of exercise thereof has been reported in the public record;

(vii) Uniform Commercial Code Financing Statements or conditional bills of sale;

(viii) the leases in effect on the date hereof and the rights thereunder of lessees other than Grantor or its affiliates;

(ix) any and all right, title and interest of Grantor, any of its Affiliates or any other person whatsoever, in and to any minerals located on, under or appurtenant to any of the Property, including, without limitation, the rights to be reserved herein;

(x) rights of the United States government, or the state in which the Property is located, to any portion of such Property beyond the current or any former high water mark; and

(xi) rights of service station operators other than Grantor pursuant to federal or state statutes.

G:\B\JV/DPH19

RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS OF
TEXACO REFINING AND MARKETING INC.
May 24, 1988

RESOLVED, that the Chairman of the Board be and hereby is authorized to approve the terms and conditions of the sale, exchange, donation, or other transfer of any real property or other fixed (capital) assets of the Corporation having a sale value not in excess of $5,000,000.00, and to delegate so much of such authority to other Officers and employees of the Corporation as he deems appropriate for operational efficiency; and

RESOLVED FURTHER, that the Chairman of the Board, the President, any of the Vice Presidents, the Regional Managers, and the Attorneys-in-Fact be and they are hereby severally authorized to sign, and the Secretary and the Assistant Secretaries be and they are hereby severally authorized to attest and affix the Corporate seal to, such deeds, bills of sale, and other instruments, and to take such other actions as may be necessary or proper to carry out the purpose of the foregoing resolution; and

RESOLVED FURTHER, that the delivery of any such deed, bill of sale, or other instrument so signed, attested and sealed shall be conclusive evidence that the transaction has the approval of the Chairman of the Board of the Corporation and has been executed within the authority of the foregoing resolution; and

RESOLVED FURTHER, that the foregoing resolution supersedes the resolution of March 4, 1988, relating to the same subject.

A true copy, I certify.

L. N. ELSEN
Assistant Secretary

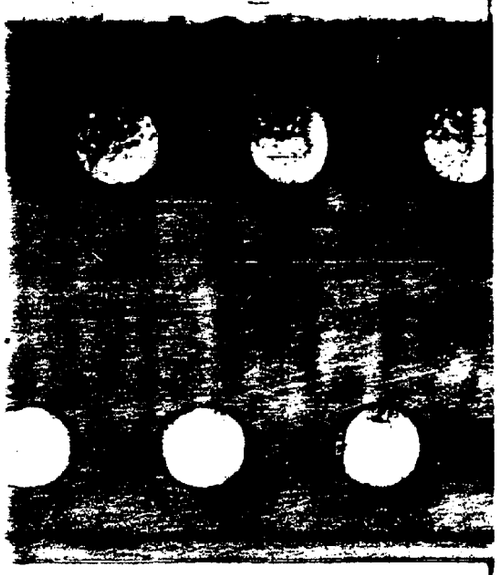
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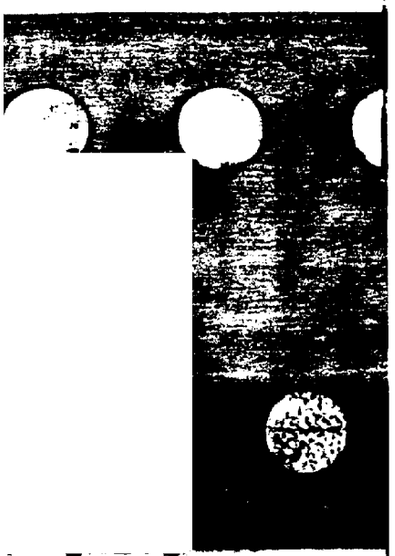
IDENTIFICATION REFERENCE

Fa 27 3 19 PM '89

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

0705 02/27 0101 03CHECK 1998.50





OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7780 PAGE 709

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 600000.00
CON TX 1980.00
PRFEE 0.50
MISC 18.00
TOTAL 1998.50
CHECK 1998.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02/27/89 01 15:21 0001 0705

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IDENTIF. REFERENCE

Fm 27 3 ... 89

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 185131