BOOK 7811 PAGE 741

Thomas C. Scott
Tune, Entrekin & White
21st Floor, First American Center
Nashville, Tennessee 37238-0091

**STATE OF TENNESSEE )**
**COUNTY OF DAVIDSON )**

**SPECIAL WARRANTY DEED**

Map 34-2 Parcel 70

**THIS INDENTURE**, made and entered into this 31st day of March, 1989, by and between **STAR ENTERPRISE** (the "Grantor"), a General Partnership formed under the New York Uniform Partnership Act, authorized to do and doing business in the State of Tennessee, whose partners are **Texaco Refining and Marketing (East), Inc. ("TRMI East")**, a Delaware corporation and **Saudi Refining, Inc., ("SRI")**, a Delaware corporation, TRMI being represented by **G. F. TILTON**, its **President**, duly authorized by its Board of Directors, and SRI being represented by **HAMAD JURIFANI**, its **Chief Executive Officer**, duly authorized by its Board of Directors, and mailing address of Star Enterprise is 12700 Northborough, Suite 400, Houston, Texas 77067, Tax I.D. No. 76-0262490, and **RCM REALTY, INC.** (the "Grantee"), a Tennessee corporation, authorized to do and doing business in the State of Tennessee, herein represented by **R. C. Mathews, III**, its **President**, duly authorized by its Board of Directors, and whose mailing address is P. O. Box 22149, Nashville, Tennessee 37202, Tax I.D. No. 62-1088191.

**W I T N E S S E T H:**

That for a good and valuable consideration, the said Grantor has bargained and sold and does by these presents grant, bargain, confirm, convey, sell, transfer, assign, set over, abandon and deliver with warranty of title limited to claims of persons claiming by, through or under Grantor and not otherwise, but with full substitution and subrogation in and to all rights and actions of warranty which said Grantor has or may have against all preceding owners, unto Grantee, the following described property situated and being in Davidson County, State of Tennessee; to-wit:

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 Davidson County, Tennessee, 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.

Being the same property conveyed to Star Enterprise by Special Warranty Deed from Texaco Refining and Marketing, Inc. of record in Book 7780, page 703, Register's Office for Davidson County, Tennessee.

together with all buildings, structures, facilities, appurtenances, underground and above ground piping and tanks located on the aforesaid described lands.

**TO HAVE AND TO 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, heirs, assigns and representatives in fee simple forever.

This sale is made and accepted for and in consideration of the price and sum of **SIX HUNDRED THOUSAND DOLLARS AND NO/100 ($600,000.00) DOLLARS,** which the said Grantee has well and truly paid in ready and current money to the said Grantor, who hereby acknowledges the receipt thereof and grants full acquittance therefor, and, other good and valuable considerations.

This conveyance is subject to the following terms, conditions, provisions, stipulations and covenants:

This conveyance is subject to:

(a) Any and all liens, encumbrances, charges, restrictions, servitudes, easements, changes in street lines, rights-of-way, leases, agreements of every nature and kind of record, governmental regulations and laws, ordinances, restrictive covenants affecting the use and occupancy of and/or encumbering the land and properties and other matters (including, not by way of limitation, encroachments and protrusions) that are recorded or unrecorded, or that would be revealed by a current on the ground survey and inspection of the property or otherwise. All zoning regulations, ordinances, building restrictions, regulations, and any violations thereof.

(b) Any lien for ad valorem taxes for the current year, and any liens for special assessments which are not yet due and payable. Grantor shall have no duty to forward any tax notices on the property.

(c) Land use laws and occupancy laws, and persons in possession.

(d) All building restrictions, restrictive covenants, governmental and zoning laws, ordinances and regulations affecting the use and occupancy of and/or encumbering the said land and premises conveyed herein, unrecorded or otherwise, and any violations thereof, even if asserted after Closing.

It is expressly understood that Grantor makes no representations or warranties, express or implied, with respect to the condition of the above described land, and any improvements, buildings, structures, facilities, tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining to said land, or otherwise; said land and properties are herein referred to individually and collectively in the singular as "property".

Grantee hereby certifies that said above land and property being purchased by it has been carefully inspected and is familiar with their condition inclusive of hydrocarbons and other soil contaminants or substances that may be present in the soil and ground water, and assumes all risks and liabilities associated herewith. Grantee further accepts said land and property AS IS, WHERE IS, IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND WITHOUT ANY REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THEIR QUALITY, MERCHANTABILITY, OR THEIR SUITABILITY OR FITNESS FOR GRANTEE'S INTENDED USE, OR FOR ANY USES OR PURPOSES

WHATSOEVER, or that said above described land and property have been rendered free from any defects, hazards, or dangerous condition.

Grantee further agrees, as part of the consideration for the conveyance of the above described land and property, to fully defend, protect, indemnify, hold harmless, and render whole Grantor from all claims, demands or causes of action, and any liabilities, costs, expenses (including, but not limited to, reasonable attorneys' fees), damages or losses arising out of or in connection with the present or future condition or state of repair of said above described land and property from and after the date of this conveyance.

As a part of the consideration for this conveyance, Grantee covenants and agrees that for a period of ten (10) years from the date hereof, the premises conveyed herein shall not be used for the sale, advertising or storing of any petroleum products for resale or wholesale distribution or the displaying of the trademark or symbol of any petroleum products, supplies or manufacturers, it being understood that this covenant shall be a covenant running with the land and shall be binding upon Grantee and Grantee's successors and assigns.

It is further understood and agreed by the parties hereto that the covenants set forth in this conveyance shall be covenants running with the land and improvements, and shall be binding upon the Purchaser and Purchaser's executors, administrators, legal representatives, heirs, successors and assigns.

Ad valorem and personal property taxes, and installments of special assessments for the current year, and water and sewer charges, if any, and rentals under any lease of said premises shall be prorated to the date of Closing. Any sales taxes on personal and moveable property and equipment, and any and all escrow fees charged by any title company or others, closing costs and fees for tax, mortgage, and conveyance certificates, recording fees, documentary stamps and transfer taxes, and any other transaction taxes, fees, and assessments levied against this conveyance shall be paid by Grantee.

The production of mortgage, conveyance and other certificates is waived and dispensed with by the Grantee, and the preparer of the deed and notary are fully excused and released from any liability because of such waiver and action.

By its execution hereof Grantee expressly agrees to all of the terms, conditions and provisions set out above.

**IN WITNESS WHEREOF,** Grantor and Grantee, through their duly authorized representatives, have caused this instrument to be executed in duplicate originals, on the dates and at the places indicated below, but effective as of the 31st day of March, 1989, in the presence of the undersigned competent witnesses, after a due reading of the whole.

**WITNESSES:**

Mary L. Marks

**STAR ENTERPRISE - GRANTOR**

**By: Texaco Refining and Marketing (East), Inc.**

By: _____

Its: PRESIDENT

Attest: _____

Its: ASSISTANT SECRETARY

By: **Saudi Refining, Inc.**

By: _____
Its: _____
Attest: _____
Its: _____

Dated: March 31, 1989
At: Houston, Texas

**RCM REALTY, INC. - GRANTEE**

By: R.C. Mathews
Its: President

Dated: April 3, 1989
At: Nashville, TN

Randall L. Price

Melva L. Fleming

Property Address: L/C 21-282-011
1988 Gallatin Road
Nashville (Madison), Tennessee

**STATE OF** TEXAS )
**COUNTY OF** HARRIS )

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared G.F. TILTON and W.L. SOUCH, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged themselves to be PRESIDENT and ASSISTANT SECRETARY of **Texaco Refining and Marketing (East), Inc.**, general partner of **Star Enterprise**, the within bargainor, a General Partnership formed under the New York Uniform Partnership Act, and that they as such corporate officers being authorized to do so executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such representatives.

**WITNESS** my hand and official seal at office on this the 20th day of March, 1989.

Joan M. Garcia
NOTARY PUBLIC

My Commission expires:

JOAN M. GARCIA
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
MAR. 26, 1993

STATE OF TEXAS )
COUNTY OF HARRIS )

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared HAMAD A. JUMAAH and DAVID S. KNUDSEN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged themselves to be Chairman and CEO and Asst. Secretary of **Saudi Refining, Inc.**, general partner of **Star Enterprise**, the within bargainor, a General Partnership formed under the New York Uniform Partnership Act, and that they as such corporate officers being authorized to do so executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such corporate officers as such representatives.

**WITNESS** my hand and official seal at office on this the 31st day of March, 1989.

NOTARY PUBLIC

My Commission expires:

JAMES T. KAPKA
Notary Public, State of Texas
My Commission Expires 2/14/89

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared R. C. Matthews, III, 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 **RCM Realty, Inc.**, the within named bargainor, a Tennessee corporation, and that he as such corporate officer being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such corporate officer.

**WITNESS** my hand and official seal at office on this the 4 day of April, 1989.

NOTARY PUBLIC
Evonna Wix Watkins

My Commission expires:

11/1/92

EVONNA WIX WATKINS NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENNESSEE

This instrument prepared by
Thomas C. Scott
**TUNE, ENTREKIN & WHITE**
21st Floor, First American Center
Nashville, Tennessee 37238-0091

c:\...\rcm.dir\star.ded

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $600,000.00.

Affiant

Subscribed and sworn to before me this 7th day of April, 1989.

My Commission Expires: 1-21-90

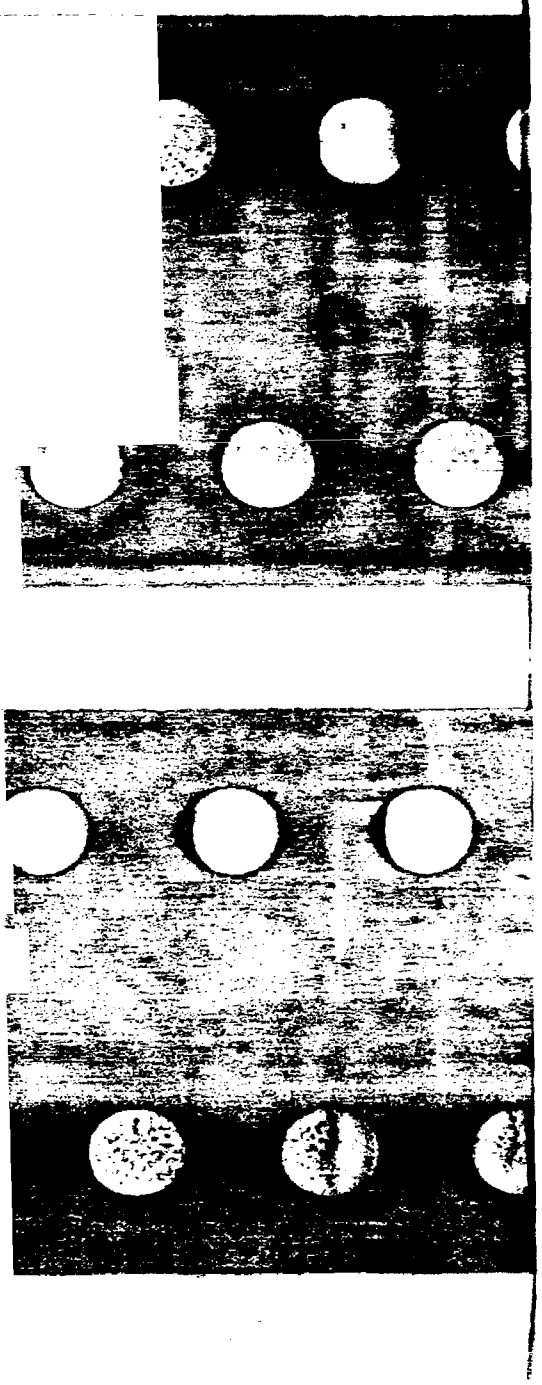
Notary Public

APR 7 11 35 AM '89

22985

3471 04/07/0101 02:34PM 1995.50

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY



**OFFICIAL RECEIPT**

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

RECEIVED OF _____

FOR _____

BOOK 7811 PAGE 746

| | | |
|---|---|---|
| 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
WDEED 15.00
TOTAL 1995.50
CHECK 1995.50
04/07/89 01 11:35 0001 3471

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

22985

IDENTIFICATION

APR 7 11 35 AM '89

FELIX Z. WILSON, II
REGISTER DAVIDSON COUNTY

No. 197887