...TATE
...s, Tennessee 37130-0150

SPECIAL WARRANTY DEED BOOK 9154 PAGE 827

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

THAT THIS INDENTURE, made and entered into effective the 6th day of September 1991, by and between TEXACO REFINING AND MARKETING INC. (Successor in Interest to Statewide Stations Inc. via merger), a Delaware corporation authorized to do and doing business in the State of Tennessee, herein represented by its undersigned President, D. H. Schmude, 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 Bagby St., Houston, Texas 77002-0200, Tax I.D. No. 76-0294760, 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 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.

By D. H. Schmude
Its President
Dated SEPTEMBER 6, 1991

ATTEST:

M. G. Lawler
Assistant Secretary

[SEAL]

STATE OF TEXAS

COUNTY OF HARRIS

* ACKNOWLEDGEMENT *

BEFORE ME, a Notary Public in and for said state and county, duly commissioned and qualified, personally appeared D. H. Schmude, 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 13th day of September, 1991.

Carolyn A. Jones
NOTARY PUBLIC
My Commission Expires: 04/11/92

[SEAL]

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

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

Address New Owners:
Star Enterprise
12700 Northborough Dr.
Houston, Tx. 77067

STATE OF TEXAS

COUNTY OF HARRIS

* OATH *

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 each property in attached Exhibit "A".

Affiant Special Counsel

Sworn to and subscribed before me this 8 day of June, 1991.

Notary Public
My Commission Expires: 4-12-94

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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN SPECIAL WARRANTY DEED BY AND BETWEEN GRANTOR NAMED THEREIN, AND, STAR ENTERPRISE, AS GRANTEE

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 situated in Davidson County, State of Tennessee, which property and land is more fully described as follows, viz:

Beginning at a stake at the northwest corner of Depot Street (formerly Factory Street) and Centennial Boulevard; thence with the north margin of said Centennial Boulevard North fifty-eight degrees thirty-two minutes West (N. 58° 32' W.) five hundred feet (500') to a stake; thence North twenth-eight degrees East (N. 28° E.) seven hundred fifty-one and three-tenths feet (751.3') more or less to a stake twenty-five feet (25') (measured at right angles) from the center line of the N.C. & St. L. Railway, as laid out prior to June 7, 1897; thence parallel with and twenty-five feet (25') from said center line with a curve of seven degrees forty-eight minutes (7° 48') three hundred twenty feet (320') more or less to point of tangency; thence South fifty-one degrees eleven minutes East (S. 51° 11' E.) twelve and eight-tenths feet (12.8') to a stake twenty-five feet (25') (measured at right angles) from said center line; thence South thirty-eight degrees forty-nine minutes West (S. 38° 49' W.) twenty-five feet (25') to a stake; thence South fifty-one degrees eleven minutes East (S. 51° 11' E.) one hundred sixty-eight feet (168') to a point fifty feet (50') (measured at right angles) from said center line and in the West line of Depot Street; thence South twenty-eight degrees West (S. 28° W.) seven hundred thirty-three and three-tenths feet (733.3') to the point of beginning; containing therein eight and sixty-nine one-hundredths acres (8.69) more or less.

together with all right, title and interest in and to the tenements, 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, including, but not limited to truck loading racks, warehouse office buildings, above ground and underground tanks and piping, slop tank, fencing, roads and walks, levees, docks and sewers, pumps, electrical controls, valves, gathering and distribution systems, and any and all other appurtenances located on the above described property and attached to the aforesaid items, bearing L/C No. 21-282, municipal address: 61st Street and Centennial, Nashville, Tennessee 37209. The actual consideration/value paid is $1,208,886.00.

EXHIBIT "A" (CONT'D)

II. All of Grantor's right, title, and interest in and to the easements, servitudes, rights of way and other grants described more particularly hereinbelow, all affecting and/or vesting an interest in the land and property described in Section I located in County of Davidson, State of Tennessee to-wit:

(a) That certain Easement dated July 11, 1940, executed by Armour and Company of Delaware, to and in favor of The Texas Company, reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(b) That certain Track Agreement dated September 6, 1940, by and between The Nashville, Chattanooga & St. Louis Railway and The Texas Company, reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(c) That certain Agreement dated May 6, 1953, by and between The Texas Company and Temco Inc., reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(d) That certain Permit for Installation of Dock and Dolphins dated August 6, 1954, executed by Armour and Company, to and in favor of The Texas Company, reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(e) That certain Agreement dated December 22, 1954, by and between The Nashville, Chattanooga & St. Louis Railway and The Texas Company, reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(f) That certain Supplemental Agreement dated October 1, 1963, by and between Armout and Company and Texaco Inc., reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(g) That certain Second Supplemental Agreement dated May 26, 1964, by and between Armour and Company and Texaco Inc., reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(h) That certain Pipeline Easement dated October 13, 1966, executed by Texaco Inc., to and in favor of Colonial Pipeline Company, reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(i) That certain Third Supplemental Agreement dated May 26, 1969, by and between USS Agri-Chemicals, Inc. and Texaco Inc., reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(j) That certain Contract dated February 18, 1971, by and between Louisville and Nashville Railroad Company and Texaco Inc., reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(k) That certain Dock Facility Bill of Sale dated June 1, 1979, by and between Texaco Inc. and United States Steel Corporation, reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

(l) That certain Lease Agreement dated April 25, 1985, by and between Texaco Refining and Marketing Inc. and Genesco Inc., reference to which said deed is made for all intents and purposes as if copied herein in extenso, particularly for the description of the land and Properties covered thereby.

EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN SPECIAL WARRANTY DEED BY AND BETWEEN GRANTOR NAMED THEREIN, AND, STAR ENTERPRISE, AS GRANTEE

"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.

(xii) any liens, encumbrances and exceptions to title resulting from any acts or omissions of Grantee with respect to the property herein conveyed occurring on or after December 31, 1988.

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BOOK 9154 PAGE 833

RESOLUTIONS ADOPTED BY
THE BOARD OF DIRECTORS OF
TEXACO REFINING AND MARKETING INC.
March 2, 1990

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 necessary for operational efficiency; and

FURTHER RESOLVED, that the Chairman of the Board, the President, any of the Vice Presidents, the Regional Managers, and such Attorneys-in-Fact or other authorized representatives as the foregoing may appoint, 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

FURTHER RESOLVED, 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.

A true copy, I certify.

L. N. ELSEN
Assistant Secretary

BOOK 9154 PAGE 834

State of Delaware

Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP OF TEXACO REFINING AND MARKETING INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, MERGING COUNTRYWIDE STATIONS, INC. AND STATEWIDE STATIONS, INC. AND TEXACO STATIONS INC. CORPORATIONS ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, PURSUANT TO SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF JULY, A.D. 1991, AT 11:30 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

* * * * * * * * * * *

Michael Harkins, Secretary of State

AUTHENTICATION: *3117318

DATE: 07/22/1991

912035212

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

STATEWIDE STATIONS, INC.

COUNTRYWIDE STATIONS, INC.

TEXACO STATIONS INC.

INTO

TEXACO REFINING AND MARKETING INC.

Texaco Refining and Marketing Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That the Corporation was incorporated on December 28, 1989, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That the Corporation owns all of the outstanding shares of capital stock of Statewide Stations, Inc. incorporated on April 6, 1964, Countrywide Stations, Inc. incorporated on January 15, 1971 and Texaco Stations Inc. incorporated on January 7, 1971, all corporations incorporated pursuant to the General Corporation Law of the State of Delaware (the "Subsidiaries").

THIRD: That the Corporation, by the following resolutions of its Board of Directors, duly adopted by Unanimous Written Consent of its members, filed with the minutes of the Board as of the close of business on July 31, 1991, determined to merge the Subsidiaries into the Corporation.

RESOLVED, that effective as of the close of business on July 31, 1991, the Corporation merge the Subsidiaries with and into the Corporation with the Corporation being the surviving corporation, and assume all of the Subsidiary's debts, liabilities, restrictions, disabilities, duties and obligations;

RESOLVED, that the proper officers of the Corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and a certified copy recorded in the office of the Recorder of Deeds of Kent County, and to do all acts and things whatsoever, whether within or without the State of Delaware, necessary or proper to effect said merger.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding this merger may be amended or terminated and abandoned by the Board of Directors of the Corporation at any time prior to the effective date of the merger.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be signed as of the 31 day of July, 1991.

TEXACO REFINING AND MARKETING INC.

By _____
Vice President

ATTEST:

_____
R. E. Koch, Assistant Secretary

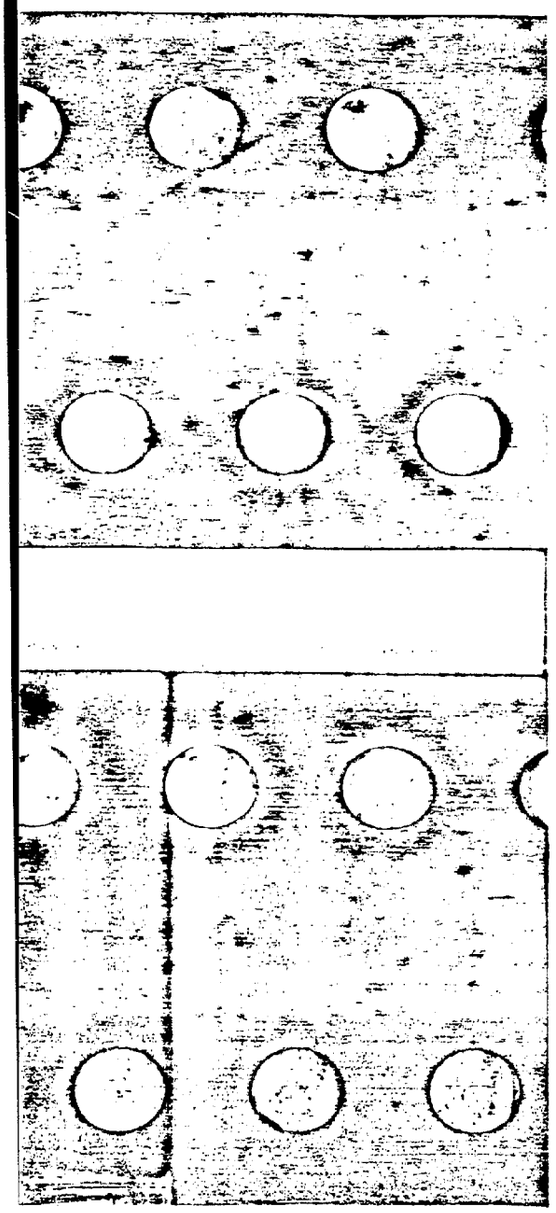
9517 11/17 0101 03CHECK 4513.88

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85780
IDENTIF. & REFERENCE

93 NOV 17 AM 10:59
FELIX ... REGISTER
DAVIDSON COUNTY, TN.

Prepared by _____ Return to _____
McDONALD, KUHN, SMITH, MILLER & TATE
80 Monroe Avenue, P. O. Box 3160
Memphis, Tennessee 38173-0160



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

RECEIVED OF _____

FOR _____

BOOK 9154 PAGE 837

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 1208886.00
				CON TX 4472.88
				PRFEE 1.00
				WDEED 40.00
				TOTAL 4513.88
				CHECK 4513.88
11/17/93	01			11:00 0001 9517

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

86780
IDENTIF. & REFERENCE

93 NOV 17 AM 10:59
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

No. 723282