0528959

IDENTIF. ↑ REFERENCE

MAIL ENV.

Prepared By/Record and Return to:

William F. Hyland, Jr., Esquire
Brandt, Haughey, Penberthy, Lewis & Hyland, P.A.
240 West Route 38
P.O. Box 1002
Moorestown, New Jersey 08057-0949

98 DEC 28 AM 9:36

REGISTER

DEED

BOOK 11266 PAGE 373

STATE OF TENNESSEE
COUNTY OF DAVIDSON

This Indenture, made October 1, 1998 by STAR ENTERPRISE, a New York general partnership, having an office at 12700 Northborough Drive, Suite 400, Houston, Texas 77067, Tax I.D. No. 76-0567102 (the "Grantor") to MOTIVA ENTERPRISES LLC, a Delaware limited liability company, having an office at 1100 Louisiana Street, Suite 2200, Houston, Texas 77002, Tax I.D. No. 76-0262490 (the "Grantee").

WITNESSETH

In consideration of Seven Hundred Eighty Eight Thousand Five Hundred and 00/100 ($788,500.00) Dollars and other good and valuable consideration paid in lawful money of the United States, Grantor does hereby grant, convey and release unto Grantee, its successors and assigns forever, all those certain plots, pieces and parcels of land more particularly described in Schedule A attached hereto and made a part hereof (the "Property"), together with the buildings, fixtures and improvements thereon erected,

Being the same lands and premises which became vested in Star Enterprise, a general partnership formed under the New York Uniform Partnership Act, by Deed from Texaco Refining and Marketing Inc., a Delaware corporation, dated September 6, 1991 and recorded November 17, 1993 in the office of the Register of Deeds of Davidson County in Deed Book 9154, Page 827,

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

Together with the easements, appurtenances and other hereditaments appurtenant to the Property and all the estate and rights of Grantor in and to said Property, subject to all easements, rights of way and other matters of record affecting same, but

Provided, that Grantor expressly saves, retains, reserves 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 but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, 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 the use or operation of the Property or 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 mineral, oil and gas lease or leases.

Grantor may assign, transfer, sell or convey such oil, gas and mineral reservation to any person, corporation, partnership or other entity.

To have and to hold the Property unto Grantee, its heirs, successors and assigns forever.

Each Grantor covenants that it has not done or suffered anything whereby the Property has been encumbered in any way whatever, except for the aforesaid reservation of oil, gas and other minerals. The preceding sentence 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 duly executed this Deed, in duplicate originals, on the date indicated below, after a due reading of the whole, but effective as of the date first written above.

WITNESSES:

Name: BRENDA J. HICKS

Name: CAROL B. DIXON

STAR ENTERPRISE, a New York general partnership

By:
Name: SETH L. SHARR
Title: CHIEF EXECUTIVE OFFICER
Dated: JUNE 17, 1998

ATTEST:

CLYDIA J. CUYKENDALL, Secretary

STATE OF TEXAS)
: ss
COUNTY OF HARRIS)

Before me, a notary public in and for said state and county, duly commissioned and qualified, personally appeared Seth L. Sharr, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/~~herself~~ to be the Chief Executive Officer of Star Enterprise, a New York general partnership, the within Grantor, and that he/~~she~~, as such Chief Executive Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself/~~herself~~ as such Chief Executive Officer

WITNESS my hand and seal, at office in Houston, Texas, this 17th day of June, 1998.

LISA C. AUTIN
MY COMMISSION EXPIRES
March 6, 1999

Notary Public

My Commission Expires: March 06, 1999

Mail Tax Statements To Grantee At:
Motiva Enterprises LLC
1100 Louisiana Street, Suite 2200
Houston, Texas 77002

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OATH OF CONSIDERATION

I hereby swear and affirm that the actual consideration or true value of this transfer, whichever is greater, is $788,500.00.

MOTIVA ENTERPRISES LLC

By: _____
Name: Stephen R. Franks
Title: General Manager

ELAINE B. THOMASON
MY COMMISSION EXPIRES
JULY 27, 2002

Subscribed and sworn to before me this 12th day of November, 1998.

Elaine B. Thomason
Name:
Notary Public
My Commission Expires: _____

m-wfh-star-deed-tn

SCHEDULE A

ALL that tract or parcel of land and premises, situate, lying and being in the City of Nashville in the County of Davidson and State of Tennessee, more particularly described as follows:

Being all that piece or parcel of land lying on the north side of Centennial Boulevard North and the western side of Depot Street (61st Avenue North) and described as follows:

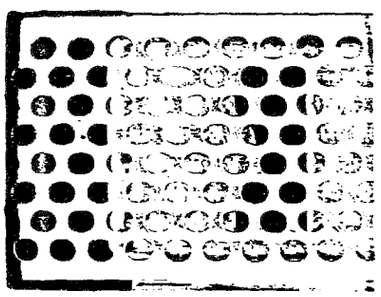
Beginning at a railroad spike found, being the northern right-of-way of Centennial Boulevard North and the western right-of-way of Depot Street, and running with Centennial Boulevard North N 59°02'59" W for a distance of 500.06 feet to an iron pin set; thence leaving Centennial and running with properties of Foxcraft Trailers, Inc. & D. & S. Holdings, LLC N 28°00'24" E for a distance of 751.30 feet (passing a concrete monument found at 6.69 feet & an iron pin found at 483.88 feet) to an iron pin found on the southern right-of-way of N.C. and St. Louis Railway; thence with the railway a non-radial curve to the right with a chord bearing of S 64°31'34" E for a distance of 325.58 feet (R=752.50', L=328.18') to an iron pin set; thence continuing with railway S 51°21'49" E for a distance of 12.80 feet to an iron pin found; thence S 38°40'06" W for a distance of 24.77 feet to an iron pin found; thence S 51°21'49" E for a distance of 168.95 feet to an iron pin found on the western right-of-way of Depot Street; thence with Depot Street S 28°00'00" W for a distance of 733.50 feet to the Point of Beginning.

Contains 8.80 Acres more or less and is the same property described in D.B. 9154 Pg. 827.

Davidson County Tax ID No. 091-00-0-027.00

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN RECEIVED

OFFICIAL RECEIPT
BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE



RECEIVED OF _____

FOR _____

BOOK 11266 PAGE 377

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		CFEE - COMPUTER FEE		PRFEE - PROBATE FEE	

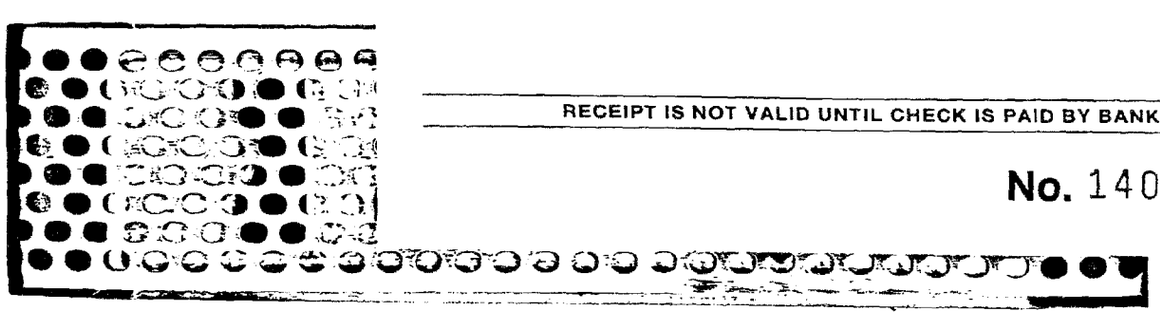
	AMT
	760500.00
CON TX	2917.45
PRFEE	1.00
WDEED	16.00
CFEE	2.00
TOTAL	2936.45
CHECK	2936.45

12/28/98 01 09:34 0001 4494

0528959
IDENTIFICATION REFERENCE

98 DEC 28 AM 9:36

REGISTER
DAVIDSON COUNTY, TN.



RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1406018