BOOK 11633 PAGE 494

99028226
99 AUG 25 AM 9:58

This Instrument Prepared By:

William F. Hyland, Jr., Esquire

Record and Return by Mail to:
Brandt, Haughey, Penberthy, Lewis & Hyland, P.A.
240 West Route 38
P.O. Box 1002
Moorestown, New Jersey 08057-0949

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

This Indenture, made January 13, 1999, but effective as of 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

300 08/25 0101 03CHECK 1586.76

In consideration of Four Hundred Twenty-Four Thousand Eight Hundred and 00/100 ($424,800.00) 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,

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.

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

750 Two Mile Pike
Goodlettsville, TN
TN 14

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 Special Warranty Deed the day and year first above written.

STAR ENTERPRISE, a New York general partnership

By: _____
Name: Seth L. Sharr
Title: Chief Executive Officer

ATTEST:

By: _____
Name: CLYDIA J. CRUIKENDALL
_____ Secretary

STATE OF TEXAS)
: ss
COUNTY OF HARRIS)

Before me, the undersigned authority, a notary public in and for said county and state, 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 named Grantor, and that he/she, as such Chief Executive Officer, being authorized so to do, 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 Harris County, Texas, this 13th day of January, 1999.

ELAINE B. THOMASON
MY COMMISSION EXPIRES
JULY 27, 2002

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

The Name and Address of the Property Owner and Party Responsible for Payment of Taxes:
Motiva Enterprises LLC
1100 Louisiana Street, Suite 2200
Houston, Texas 77002

I hereby swear and affirm that the actual consideration or true value of this transfer, whichever is greater, is $424,800.00.

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 21st day of January, 1999.

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

m-wfh-star-deed-tn

SCHEDULE A

A tract of land in the 10th Civil District of Davidson County, Tennessee. City of Goodlettsville, Tennessee, and known as Lot Nq. 1 on the PLAN of RIVERGATE PLAZA, as of record in Plat Book 4300, Page 139, Register's Office for Davidson County, Tennessee, and described as follows:

BEGINNING at a point on the easterly margin of Two Mile Pike, said point being northerly a distance of 2,095 feet, more or less, from the center line of Gallatin Road, and also being on the northerly margin of a 50-ft wide entrance into Rivergate Mall Shopping Center; thence with the easterly margin of Two Mile Pike, North 18 deg. 35' West, a distance of 150.0 feet to a point; thence North 74 deg. 30' East, a distance of 175.0 feet to a point at the northerly common corner of Lots Nos. 1 and 2; thence with the line between Lots Nos. 1 and 2, South 18 deg. 35' East a distance of 150 feet to a point on the northerly margin of the 50-ft. entrance into Rivergate Mall Shopping Center; thence with the northerly margin of said entrance, South 74 deg. 30' West, a distance of 175.0 feet to the point of beginning, and containing 26,212 square feet, or 0.60 acre.

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 February 23, 1989 but effective as of December 31, 1988, and recorded October 19, 1989 in the office of the Register of Deeds of Davidson County in Deed Book 7963 at Page 861.

BEING commonly known as 750 Two Mile Pike, Goodlettsville, Tennessee.

BEING Tax Map No. 26-14, Parcel No. 32.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11633 PAGE 497

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

0628226

IDENTIF. & REFERENCE

99 AUG 25 AM 9:58

REGISTER
DAVIDSON CO. TN.

MAMT
424800.00
ERR CO
MAMT
424800.00-
CAMT
424800.00
CON TX 1571.76
PRFEE 1.00
WDEED 12.00
CFEE 2.00
TOTAL 1586.76
CHECK 1586.76

08/25/99 01 09:58 0001 0300

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1508390