Davidson County DEEDWARRSP
Recvd: 05/09/17 10:16 8 pgs
Fees:43.00 Taxes:3916.82
20170509-0045858

This Deed Prepared By:
Saundria Chase Gray, Senior Legal Counsel
910 Louisiana St.
Houston, TX 77002

After Recording, Return to:
Triton Terminaling LLC
c/o Shell Oil Company
910 Louisiana
Houston, TX 77002

Name and Address of Property Owner:
Triton Terminaling LLC
910 Louisiana St.
Houston, TX 77002

Send Tax Bills To:
Triton Terminaling LLC
c/o Shell Oil Company
910 Louisiana St.
Houston, TX 77002

Tax Parcel Account No: 09100002700

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

DEED

This DEED (the "***Deed***"), effective as of May 1, 2017, is made by and between Motiva Enterprises LLC, a Delaware limited liability company having an office of 500 Dallas, Houston, Texas, 77002 (the "***Grantor***"), and Triton Terminaling LLC, a Delaware limited liability company having an office at 910 Louisiana, Houston, Texas, 77002 (the "***Grantee***"). Each of Grantor and Grantee are referred to herein as a "***Party***" and, collectively, referred to as the "***Parties***."

W I T N E S S E T H :

For good and valuable consideration paid in lawful money of the United States, receipt of which is hereby acknowledged, Grantor does hereby grant, convey and release unto Grantee, its successors and assigns forever, all those certain plots, pieces and parcels of land commonly known as 1717 61st Avenue N, Nashville, Tennessee 37209, and as more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "***Real Property***"), being that same property conveyed to Grantor by Star Enterprise in that Deed dated October 1, 1998, and recorded December 28, 1998, in Davidson County Clerk's Office in Book 11266, Page 373; said conveyance is made without warranty of title, and subject to all easements, rights of way, appurtenances and other hereditaments appurtenant to the Real Property and other matters of record affecting same (the "***Easements***" and together with the Real Property, collectively the "***Property***"), together with any buildings, fixtures and improvements thereon erected, interest in all machinery, fixtures, equipment and inventory located in or on the Real Property, covered by

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FIRST AMERICAN TITLE INS. CO.
AS A COURTESY WITH NO LIABILITY
842971-14.

and used in connection with the Easements (collectively, the "***Personal Property***"), and all right, title, interest, privileges and advantages appurtenant thereto (the "***Appurtenances***"), if any.

Together with all right, title and interest, if any, of Grantor in and to any streets, roads and/or public ways abutting the Property to the center lines thereof, without express or implied warranty, 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.

This Deed is delivered by Grantor and accepted by Grantee subject to those matters of record set forth in **Exhibit "B"** attached hereto and made a part hereof for all purposes (the "***Encumbrances***").

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

Grantor covenants that it has not done or suffered anything whereby the Property has been encumbered in any way whatsoever, except for the aforesaid Permitted Encumbrances. 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.

THIS DEED SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF, EXCEPT INSOFAR AS THE LAW OF THE STATE WHERE ANY PORTION OF THE PROPERTY IS LOCATED GOVERNS THE TRANSFER OF SUCH PORTION OF THE PROPERTY.

All Parties signing within this instrument have declared themselves to be of full legal capacity. All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective Parties, and Grantee, their heirs, successors and assigns, shall have and hold the Property in full ownership forever.

(Remainder of page intentionally left blank. Signature pages follow.)

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this Deed as of the day and year first written.

WITNESSES:

Name: Chris Vice

Name: Kimberly Reed

GRANTOR:

MOTIVA ENTERPRISES LLC

By: Dan Romasko

Name: Dan Romasko

Title: President & CEO

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Personally appeared before me, Kim Nelson, the undersigned notary, Dan Romasko, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the President & CEO of Motiva Enterprises LLC, a Delaware limited liability company, the Grantor, and is authorized by the Grantor to execute this instrument on behalf of the Grantor.

Witness my hand, at office, this 25th day of April, 2017.

Kim Nel

Signature of Notary Public

My commission expires: 6-13-2020

KIM NELSON
Notary Public, State of Texas
Comm. Expires 06-13-2020
Notary ID 489996-1

WITNESSES:

Amanda Ruben

Name: Amanda Ruben

Kati Sanchez

Name: Kati Sanchez

GRANTEE:

TRITON TERMINALING LLC

By: A. Greg Smith

Name: A. Greg Smith

Title: PRESIDENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Personally appeared before me, Kim Nelson, the undersigned notary, A. Greg Smith, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the President of Triton Terminaling LLC, a Delaware limited liability company, the Grantee, and is authorized by the Grantee to execute this instrument on behalf of the Grantee.

Witness my hand, at office, this 24th day of April, 2017.

Kim Nelson

Signature of Notary Public

My commission expires: 6-13-2020

KIM NELSON
Notary Public, State of Texas
Comm. Expires 06-13-2020
Notary ID 489996-1

OATH OF CONSIDERATION

I hereby swear and affirm that the actual consideration or true value of this transfer, whichever is greater, is ONE MILLION FIFTY-EIGHT THOUSAND SIX HUNDRED AND NO/100THS DOLLARS ($1,058,600.00).

TRITON TERMINALING LLC

By: _____

Name: A. GREG SMITH

Title: PRESIDENT

Subscribed and sworn to before me this the 24th day of April, 2017.

_____

Notary Public, State of Texas

My Commission Expires: 6-13-2020

(Seal and Registration #)

KIM NELSON
Notary Public, State of Texas
Comm. Expires 06-13-2020
Notary ID 489996-1

Exhibit "A"

Legal Description

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 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. and S. Holdings, LLC N 28°00'24" E for a distance of 751.30 feet (passing a concrete monument found at 6.69 feet and 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 beaning 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, and D.B. 11266, Pg. 373.

Being the same property conveyed to Motiva Enterprises LLC by Star Enterprise in that Deed dated October 1, 1998, and recorded December 28, 1998, in Davidson County Clerk's Office in Book 11266, Page 373.

Tax Parcel Number: 091-00-0-027.00

Exhibit "B"

Encumbrances

That easement or right of way contained in the Right of Way Easement dated October 13, 1966, between Texaco Inc. and Colonial Pipeline Company and recorded December 6, 1966 in Vol. 4083, Page 187 of the Official Public Records of Davidson County, Tennessee.

That easement contained in the General Warranty Deed dated July 11, 1940, between Armour and Company and The Texas Company recorded August 26, 1940 in Vol. 1129, Page 452 of the Official Public Records of Davidson County, Tennessee.

TRUE COPY CERTIFICATION

I, Jan Ruiz, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Texas:

County of Montgomery:

Personally appeared before me, Marina Garza, a notary public for this county and state, ~~Texas~~ Jan Ruiz, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

MARINA GARZA
Notary Public, State of Texas
Comm. Expires 03-16-2020
Notary ID 126273245

Marina Garza
, Notary Public

My commission Expires: _____
(affix Notary seal)

NCS-842971-14
Deed