

This Document Prepared By:
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

SPECIAL WARRANTY DEED

STATE OF ALABAMA

§

§

COUNTY OF SHELBY

§

Inst # 2000-25723

08/01/2000-25723
09:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
903 HNS 649.50

This Indenture, made 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

In consideration of Six Hundred Thirty-Four Thousand Eight Hundred and 00/100 (\$634,800.00) 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.

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: [Signature]
Name: Seth L. Sharr
Title: Chief Executive Officer

FORM APPROVED
[Signature]
J. L. FRANCIS

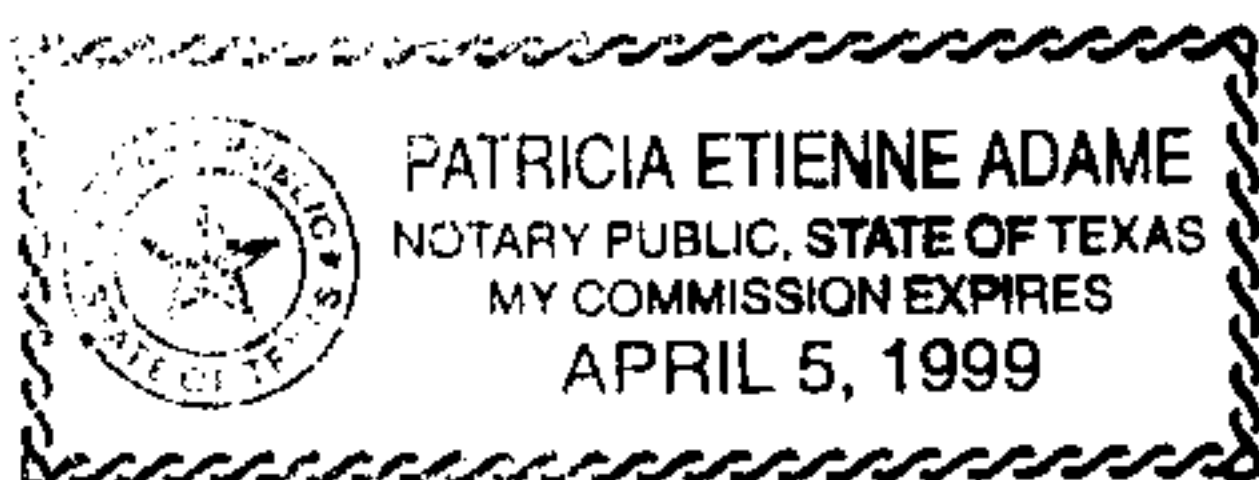
ATTEST:

By: [Signature]
Name: CLYDIA J. CUYKENDALL
Secretary

STATE OF TEXAS)
 : ss
COUNTY OF HARRIS)

I, Patricia Etienne Adame, a Notary Public in and for the said county in said state, hereby certify that Seth L. Sharr, whose name as Chief Executive Officer of Star Enterprise, a New York general partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such Chief Executive Officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and seal of office this 4th day of September, 1998.



Patricia Etienne Adame
Name: Patricia Etienne Adame
Notary Public
My Commission Expires: 4-5-99

Record And Return To:
Herbert F. Lach, Jr., Esquire
Smith & Lach
610 Main Street
P.O. Box 1101
Dennis Port, MA 02639

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

SCHEDULE A

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

For the point of beginning begin at Station 183 + 77 (6"6" conc. R.O.W. marker set be ASHD-1971 - Project - F - 214 (15)) on the South Right of Way line of U.S. Highway #280; thence proceed Southwesterly along said South Right of Way line and along the arc of a curve to the right, said curve having a radius of 2428.81 feet and a central angle of 5 degrees 10 minutes 00 seconds and a chord bearing of South 74 degrees 26 minutes 05 seconds East, for a distance of 219.02 feet to a point; thence turn an angle to the right of 90 degrees 52 minutes 05 seconds to the chord of last said curve and proceed South 16 degrees 26 minutes 00 seconds West for a distance of 175.0 feet to a point, thence turn an angle of 86 degrees 02 minutes 41 seconds to the right and proceed North 77 degrees 31 minutes 19 seconds West for a distance of 313.74 feet to a point on the East Right of Way line of Alabama State Highway #119; thence turn an angle of 97 degrees 00 minutes 19 seconds to the right and proceed North 19 degrees 29 minutes 00 seconds East along the said East Right of Way line of the said Alabama State Highway #119 for a distance of 85.0 feet to a point on the flare of U. S. Highway 280 (Project F-214 (15)); thence turn an angle of (deed: 36 degrees 30 minutes 30 seconds) calc. 36 degrees 29 minutes 59 seconds to the right and proceed North 55 degrees 58 minutes 59 seconds East diagonally along the said U. S. Highway 280 flare for a distance of (deed: 140.55 feet) calc. 140.64 feet to the point of beginning. Being a part of the SW 1/4 of the SW 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama.

Less and except: All coal, iron ore, oil and gas and any and all other mineral and mining rights, if any, not owned by the Grantor.

BEING the same lands and premises which became vested in Star Enterprise, a general partnership formed under the New York Uniform Partnership Act, by Special Warranty Deed from Texaco Refining and Marketing Inc., a Delaware corporation, with an effective date of December 31, 1988 and recorded October 20, 1989 in the office of the Judge of Probate of Shelby County in Book 262, at Page 444.

BEING commonly known as US Highway 280 and Highway 119, Birmingham, Alabama.

wfh-star-schedule a-AL

Inst # 2000-25723

08/01/2000-25723
09:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 648.50