

SPECIAL WARRANTY DEED

This indenture, made the 9th day of July, 1992, between STAR ENTERPRISE, a general partnership organized under the New York Uniform Partnership Act, having an office and mailing address of 12700 Northborough Drive, Houston, Texas 77067, party of the first part, and SUN COMPANY, INC. (R&M), a corporation organized under the laws of the State of Pennsylvania, having an office and mailing address of Ten Penn Center, 1801 Market Street, Philadelphia, Pennsylvania 19103, party of the second part,

WITNESSETH:

That the party of the first part, in consideration of the mutual covenants set forth in that certain Master Operating Cotenancy and Cost Sharing Agreement, dated as of May 1, 1992, among Star Enterprise and Sun Company, Inc. (R&M), does hereby grant and release unto the party of the second part, its successors and assigns forever, an undivided forty-five Percent (45%) interest in and to all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated and being in the Borough of Brooklyn, County of Kings, City and State of New York, being fully described in Schedule A attached hereto and made a part hereof for all purposes (the "Premises");

Together with an undivided forty-five Percent (45%) of all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the Premises to the center lines thereof;

Together with the appurtenances and all the estate and rights of the party of the first part in and to the Premises, but

Subject to the exceptions of title set out in Annex B attached hereto and made a part hereof (the "Permitted Encumbrances"), and further provided that there is expressly reserved and excepted from this conveyance and not conveyed to party of the second part, all right, title and interest in and to any oil, gas and other minerals (including without limitation, helium, lignite, sulphur, phosphate

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SEE ALSO ANNEX C, ATTACHED.

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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 the Premises for such purposes, and all mineral and royalty rights whatsoever in, or under and pertaining to the Premises but without the right to use or right of any ingress to or egress from the Premises for exploration or producing purposes, all of said interests having been reserved and excepted by Texaco Refining and Marketing Inc. in Special Warranty Deed dated December 31, 1988, of record in the Office of the City Register of Kings County, New York in Reel 2329, Page 1209.

To Have and To Hold the Premises herein granted unto the party of the second part forever.

Party of the first part covenants that it has not done or suffered anything whereby the Premises 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 party of the second part and may not be relied on or enforced by any other entity, including without limitation, any direct or remote successor in title to party of the second part or any title insurer of party of the second part or its direct or remote successors in title, by way of subrogation or otherwise.

IN WITNESS WHEREOF, the party of the first part has duly executed this Special Warranty Deed the day and year first above written.

STAR ENTERPRISE

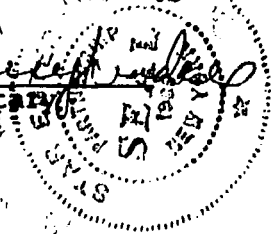
By: 

ATTEST: 

Secretary

FORM APPROVED

USE OF M. JACKSON



State of Texas, County of Harris, SS:

On this 9th day of July, 1992, before me personally came J.W. Bernitt to me known, who being by me duly sworn did depose and say that he resides at 2 Shoreline Point in the city of The Woodlands, Texas; that he is the Vice President Marketing of Star Enterprise, a New York general partnership described in and which executed the above instrument; and that he signed his name thereto by order of the Management Committee of said partnership.

Julie Lea Stanford
Notary Public

My Commission Expires: 4-13-94



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SCHEDULE A

The following described land situated in the Borough of Brooklyn, County of Kings, City and State of New York, to-wit:

BEGINNING at the corner formed by the intersection of the northeasterly side of North 12th Street and the northwesterly side of Kent Avenue;

THENCE (1) southwesterly along said north side of North 12th Street, One Thousand & Ten (1,010) feet on a westerly line;

THENCE (2) north Ninety degrees (N. 90°) along bulkhead line One Hundred (100) feet;

THENCE (3) north east along bulkhead line to a point One Hundred and Thirty Four and 71/100 (134.71) feet and One Hundred and Eighty Eight (188.0) feet north of back line formed by north side of North 12th Street;

THENCE (4) north east along south side of Bushwick Inlet to a point One Hundred and Seventy eight and 57/100 (178.57) feet and Two Hundred and Forty Two (142.0) feet north of base line formed by north side of North 12th Street;

THENCE (5) north east along south side of Bushwick Inlet to a point Three Hundred and Eight and 02/100 (308.02) feet and Three Hundred and Sixteen (316.0) feet north of base line formed by north side of North 12th Street;

THENCE (6) north east along south side of Bushwick Inlet to a point Three Hundred and Fifty Two and 67/100 (352.67) feet and Three Hundred and Ninety Eight (398.0) feet north of base line formed by north side of North 12th Street;

THENCE (7) south east to a point Forty Six and 17.100 (46.17) feet and Three Hundred and Ninety Four (394.0) feet north of base line formed by north side of North 12th Street;

THENCE (8) south east to a point on the west side of Kent Avenue Fifty One and 66/100 (51.66) feet and south One Hundred and Twenty and 70/100 feet which intersects at right angle to the north west side of North 13th Street, or Three Hundred and Eighty One (381.0) feet north of base line formed by north side of North 12th Street.

THENCE (9) south along west side of Kent Avenue Three Hundred and Eighty One (381.0) feet at right angle to base line formed by north side of North 12th Street at the point or place of the beginning.

Brooklyn, New York Terminal
1 North 12th Street
NY 93

ANNEX B

"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 a Party or an Affiliate of a Party has established appropriate reserves, (b) mechanics', materialmen's, carriers', warehousemen's and similar liens not of record for such liens that are of record but (i) which are being contested in good faith by appropriate proceeding diligently conducted by a Party and (ii) for which a Party or an Affiliate of a Party has established appropriate reserves, (c) judgment liens with respect to judgments which a Party or an Affiliate of a Party is in good faith appealing by appropriate proceedings diligently conducted, for which a Party or an Affiliate of a Party has secured a stay of execution pending such appeal and for which a Party or an Affiliate of a Party has established appropriate reserves, (d) easements, rights of way, exceptions, agreements, covenants and restrictions which do not materially interfere with or impair the actual use of a Terminal, and (e) any of the following which are in force as of the Closing Date for a Terminal and which do not materially interfere with or impair the actual use of the Terminal:

(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 a Terminal, (b) the character, dimensions or location of any improvement now or hereafter erected on or comprising part of a Terminal, (c) a separation in ownership or a change in the dimensions or area of a Terminal or any portion thereof, or (d) environmental protection, remediation or any activity on or modification to a Terminal to comply with any environmental law, ordinance or governmental regulation;

(ii) rights of utility companies to maintain and operate wires, lines, cables, lights, pipes, holes, boxes and other fixtures, facilities and equipment in, over and upon a Terminal or any portion thereof;

(iii) the state of facts which would be shown by an accurate survey or physical inspection of a Terminal;

(iv) underground encroachments, if any, including without limitation pipes and drains, and such rights as may exist for entry upon or across a Terminal in order to maintain and repair any 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 of a Terminal and the natural flow of such creeks or streams;

(vi) any governmental police power or right of eminent domain whether or not an exercise thereof has been reported in the public record;

(vii) any and all right, title and interest of the Selling Party, any of its Affiliates or any other Person whatsoever, in and to any minerals located on, under or appurtenant to any Terminal or any portion thereof;

(viii) rights of the United States Government, or the state in which a Terminal is located, to any portion of a Terminal beyond the current or any former high water mark.

ANNEX C



Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

Premises: 1 North 12th Street
 Kings County
 Bl 227th
 Lot 1
 LOC. VFR. BY [Signature]

FIRST AMERICAN
 135 K 5592

L & R

Sun Company Inc
 1801 Market Street
 Philadelphia, Pa. 19103
 ATTN: Charles Schanz -
 2nd floor

[Signature]
 33362

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 \$17,563.80
 REAL ESTATE
 JUL 23 1992
 TAX
 KINGS
 COUNTY

RECORDED IN

KINGS COUNTY



OFFICE OF THE CITY REGISTER

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WITNESS MY HAND
 AND OFFICIAL SEAL
 [Signature]
 CITY REGISTER

07-23-92	B-02	PAID	GNATF	\$24720
07-23-92	B-02	PAID	DEED	\$24719
				\$31.00

REC. FEE	17563
SGT #	08771
RPT #	

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