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SPECIAL WARRANTY DEED

THIS DEED, effective as of the 31st day of December, 1984.

Reference is hereby made to that certain instrument of conveyance styled "General Assignment, Conveyance, Bill of Sale and Transfer", a copy of which is incorporated by reference herein as Exhibit " A " and made a part hereof, dated, executed and delivered on December 31, 1984 whereby TEXACO INC.,(formerly The Texas Company) a Delaware Corporation, as Grantor, conveyed unto TEXACO REFINING AND MARKETING INC., a Delaware Corporation, as Grantee, with offices at 4601 DTC Blvd., P.O. Box 2100, Denver, CO 80201, among other properties, the real property hereinafter specifically described. Grantor, in furtherance of its express covenant in said instrument of conveyance "to execute and deliver to Grantee all such further instruments of conveyance, assignment, and transfer and all such notices, releases, aquittances, and other documents, and to do all such other acts and things, as may be necessary more fully or specifically to convey and assign to and vest in Grantee, its successors or assigns, title to all and singular the properties, assets and rights hereby conveyed, assigned, or transferred", does by these presents ratify, confirm and adopt all of the terms and provisions of said instrument of conveyance and that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars, in hand paid by the Grantee, the receipt thereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the said Grantee, and to its successors and assigns, FOREVER, all the following described land, situate in the County of Cook and State of Illinois known and described in Exhibit "B".

Exempt under provisions of Paragraph 4, Sect. Re. Estate Transfer Tax Act.

Buyer, Seller or Representative

Date 2/18/86

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BOX 334

Subject to the following:

1. Taxes for the year 1986 and subsequent years.

2. Any and all easements, reservations and restrictions of record.

3. Any state of facts an accurate survey may disclose.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the said Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said Grantee, its successors and assigns forever.

And the said Grantor, for itself, and its successors, does covenant, promise and agree, to and with the said Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner incumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it will WARRANT AND FOREVER DEFEND against its acts only.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, this 3rd day of February 1986.

ATTEST:

Pauline S. Cowart
Assistant Secretary
PAULINE S. COWART

TEXACO INC.

By [signature]
Vice President R.R. DICKINSON

FORM APPROVED
J. L. FRANCIS



This instrument was prepared by Jerome L. Francis, Attorney, Texaco Inc., 4601 DTC Boulevard, Denver, Colorado, 80237.

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STATE OF Texas )
) ss.
COUNTY OF Harris )

I, Melba Adams, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward R. Dickinson personally known to me to be the ____ Vice President of Texaco Inc., the corporation, and Pauline S. Cowart personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ____ Vice President, and Assistant Secretary, signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3rd day of February, 1986.

Melba Adams
Notary Public

My commission expires MELBA ADAMS Notary Public, State of Texas My Commission Expires January 28, 1989



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EXHIBIT "A"

GENERAL ASSIGNMENT

CONVEYANCE, BILL OF SALE AND TRANSFER

FROM

TEXACO INC.

TO

TEXACO REFINING AND MARKETING INC.

Dated December 31, 1986

THIS GENERAL ASSIGNMENT, CONVEYANCE, BILL OF SALE AND TRANSFER (hereinafter called "Assignment"), effective as of December 31, 1984, from Texaco Inc., a Delaware corporation, hereinafter called "Grantor," to Texaco Refining and Marketing Inc., a Delaware corporation, hereinafter called "Grantee."

W I T N E S S E T H :

That Grantor by these presents and in exchange for the issuance to the Grantor by the Grantee of that number of shares of Grantee's common stock having an aggregate fair market value equal to the fair market value of the net assets transferred to Grantee hereunder, does hereby sell, convey, assign, transfer, set over and deliver unto Grantee, and unto its successors and assigns, all and singular, the properties, assets, rights, liabilities and obligations of whatsoever kind or nature of Grantor pertaining to (1) Grantor's refining, marketing and transportation of petroleum products within the United States, all as currently operated by the Texaco USA Division of Grantor, including the stock of the subsidiaries and affiliates of Grantor related to such operations as set forth in Exhibit 4A attached hereto and including any property designated as "surplus" by Texaco USA, (2) Grantor's domestic marine fleet, (3) Grantor's domestic marine sales and aviation sales operations as currently operated by the marine sales and aviation sales divisions of Grantor, and (4) Grantor's crude oil and petroleum product purchase, sale and exchange agreements, including, without limitation oil division and transfer orders and inventories.

INCLUDING, BUT NOT LIMITED TO:

A. Grantor's refineries and including with such refineries, but not limited to, processing units, research facilities, office buildings, fee properties, leaseholds, inventories, automotive equipment, storage tanks, tank farms, tank cars and all equipment, facilities, materials, supplies, licenses, permits and contracts, used in connection therewith or related thereto, but excluding from the foregoing and (B) through (F) below any patents of Grantor or licenses to Grantor for use of proprietary technology which shall be licensed or extended to Grantee.

B. Grantor's petroleum marketing bulk plants, terminals, service stations, and truck stops (whether owned in fee or leased by Grantor), automotive equipment, warehouses, marketing offices, signs, inventories (refined petroleum products and TBA), equipment, facilities, materials and supplies, licenses, permits, and contracts used in connection therewith or related thereto.

C. Grantor's interests in pipelines and rights therein or thereto related to its aforesaid petroleum marketing, transportation and refining operations.

D. Grantor's product terminals (whether owned in fee or leased), railroad tank car leases, transport trucks, warehouses,

equipment, facilities, materials and supplies used in connection with or related to petroleum marketing, transportation and refinery operations.

E. Grantor's net working capital and other assets and liabilities related to its aforesaid petroleum marketing, transportation and refining operations, and domestic marine and aviation sales operations.

F. Rights of way, easements, servitudes, franchises, permits, interests and licenses (except process and technology licenses); and all dispensing, display, repair, maintenance and other equipment; all piping, fittings, connections and other facilities for or related to the refining, transportation and marketing of petroleum products and other products; all office furniture, fixtures, supplies and inventories; all contracts, agreements and leases of every kind and character, and Grantor's interests in or under all contracts, agreements and leases; and all bank accounts, deposits, books and records relating to the assets, properties, facilities and accounts transferred to Grantee hereby.

G. Shares of stock in Grantor's subsidiaries and affiliates which subsidiaries and affiliates are primarily engaged in Grantor's aforesaid petroleum marketing, transportation and refining operations, as set forth in Exhibit 4A attached hereto and incorporated herein by this reference.

EXPRESSLY RESERVING, EXCEPTING AND EXCLUDING, HOWEVER, from this Assignment that property owned by Grantor on the effective date hereof as generally described in Exhibit "4B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns forever, together with all and singular the properties, assets, rights and appurtenances, thereto belonging or in anywise incident or appertaining thereto; and Grantor hereby binds itself, its successors and assigns to specially warrant title to the said properties, assets and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof occurring or arising out of occurrences or omissions by, through or under Grantor, but not otherwise. This Assignment is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect to said properties, assets, and rights or any part thereof.

Grantor covenants to hereafter execute and deliver to Grantee, from time to time, other general and specific conveyances, assignments, and other instruments relating to certain of its properties, assets, and rights, and Grantor hereby covenants to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law so to do, at Grantor's expense, to execute and deliver to Grantee all such other further instruments of conveyance, assignment, and transfer and all such notices, releases, acquittances, and other documents, and to do

all such other acts and things, as may be necessary more fully or specifically to convey and assign to and vest in Grantee, its successors or assigns, title to all and singular the properties, assets and rights hereby conveyed, assigned, or transferred. Nothing contained in such other general and specific instruments of conveyance, assignment, and transfer (except to such extent as may be therein specifically stated with reference to specific properties) shall be deemed to limit or restrict the properties, assets, and rights, herein conveyed, assigned, or transferred to Grantee. Notwithstanding any other date shown therein, any grant, deed, assignment, agreement, or other instrument subsequently executed is to be effective as of December 31, 1984.

If for any reason any of said property is not transferable at the date of this Assignment without the consent of a third party or parties, or cannot be made transferable by subsequent consent of third party or parties, or if any such assignment without such consent would constitute a breach of any lease, contract or agreement or in any way affect Grantor's or Grantee's rights, or if the transfer of said property would violate any applicable law, rule or regulation, then legal title to such property or rights shall be EXCEPTED AND EXCLUDED from this Assignment and shall not be deemed transferred hereby, but such property and rights shall be held in trust by Grantor for Grantee, its successors and assigns forever, and all the rents, issues, profits, and income therefrom over and above necessary expenses, and the net proceeds upon any sale of such property or rights, shall be turned over to Grantee or its successors or assigns, and any such property or rights so held in trust by Grantor for Grantee shall, if it shall become transferable, be assigned, transferred, conveyed, and delivered over to Grantee by deed, assignment, bill of sale, or such other form of instrument as Grantee shall reasonably request.

This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Assignment.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed on this 31st day of December, 1984 by its Vice President, duly authorized.

GRANTOR:

[SEAL]

TEXACO INC.

Attest: _____

By: _____

Vice President

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EXHIBIT 4A

TEXACO INC. SUBSIDIARIES TO BE TRANSFERRED TO TEXACO REFINING AND MARKETING INC.

| Name of Company | State of Incorporation |
|---|---|
| Certified Terminals Corp. | Delaware |
| Charles Oil Co., Inc. | Maryland |
| Claflin-Donohue Company, Inc. | Massachusetts |
| Curran & Burton, Incorporated | Connecticut |
| General Automatic Oil Heat, Inc. | Massachusetts |
| General Industrial Services, Inc. | New York |
| Indian Refining Company | Delaware |
| JEF Realty, Inc. | New Jersey |
| Kallaher Oil Company, Inc. | Rhode Island |
| New Castle Oil Company, Inc. | Delaware |
| Paragon Oil Burner Corporation | New York |
| Paragon Oil Company, Inc. | Maine |
| Paragon Oil Company, Inc. | New Jersey |
| Regent Oil Corp. | Delaware |
| Rhode Island Refining Corp. | Delaware |
| Seaboard Pipe Line Company | Delaware |
| Seattle Fuel Company | Washington |
| Sterling Oil Terminal Corp. | New York |
| Texaco Convent Refining Inc. | Delaware |
| Texaco Oilport Holdings, (I) Inc. | Delaware |
| Texaco Oilport Holdings, (II) Inc. | Delaware |
| Texaco Stations Inc. | Delaware |
| Texaco Tankers Inc. | Delaware |
| Texas Company, The | Alabama |
| Texas Company, The | Connecticut |
| Texas Company, The | Maine |
| Texas Company, The | Maryland |
| Texas Company, The | Nebraska |
| Texas Company, The | New Jersey |
| Texas Company, The | New Mexico |
| Texas Company, Inc.,The | New York |
| Texas Pipe Line Company, The | Texas |
| White Fuel Corporation | Connecticut |
| Badger Pipe Line Company | Delaware |
| Colonial Pipeline Company | Delaware |
| Dixie Pipeline Company | Delaware |
| Explorer Pipeline Company | Delaware |
| Raw Pipe Line Company | Delaware |
| Laurel Pipe Line Company | Ohio |

| Name of Company | State of Incorporation |
|---|---|
| LOCAP INC. | Delaware |
| LOOP INC. | Delaware |
| Olympic Pipe Line Company | Delaware |
| Texaco-Cities Service Pipe Line Company | Delaware |
| Texas-New Mexico Pipe Line Company | Delaware |
| West Shore Pipe Line Company | Delaware |
| Wolverine Pipe Line Company | Delaware |
| Wyco Pipe Line Company | Delaware |

EXHIBIT B

That part of Lot 7 in Owner's Subdivision of part of the "Old Filkin's Farm" in Sections 1 and 2, Township 42 North, Range 11 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the center lines of Milwaukee Avenue and Dundee Road (the Southwest corner of Lot 7); thence East along the center line of Dundee Road, 231.67 feet; thence Northwesterly along a line 218 feet Easterly of and parallel with the Westerly line of Lot 7, 736.75 feet; thence Westerly 218.0 feet to a point in the Westerly line of said Lot 7, said point being 294.66 feet Northwesterly of the Southwest corner of Lot 7; thence Southeasterly along the Westerly line of Lot 7, 294.66 feet to the point of beginning, excepting therefrom that part thereof conveyed to the County of Cook in a Warranty Deed, dated May 28, 1968, and recorded June 13, 1968 as Document No. 20518352, in Cook County, Illinois described as follows.

That part of Lot 7 in Owners Subdivision of part of the "Old Filkin's Farm" in Sections 1 and 2, Township 42 North, Range 11 East of the Third Principal Meridian, according to the Plat recorded January 31, 1879 as Document 209466 bounded and described as follows: Commencing at the intersection of the center line of Milwaukee Avenue with the center line of Dundee Road; thence East on the center line of Dundee Road aforesaid 440.2 feet; thence North on a line drawn at right angles to said center line, 24.75 feet to the North line of said Dundee Road for a place of beginning; thence continuing North on said right angle line to its intersection with a line 33 feet North of and parallel with the center line of Dundee Road aforesaid; thence West on said parallel line to a point 40 feet East of and 8.25 feet North of the intersection of the Northeasterly line of 66 foot Milwaukee Avenue with the North line of 49.5 foot Dundee Road (as measured on said North line of Dundee Road and on a line at right angles thereto); thence Northwesterly to said Northeasterly line of Milwaukee Avenue 50 feet Northwesterly of the North line of Dundee Road aforesaid, (as measured on said Northeasterly line); thence Southeasterly on said Northeasterly line to said North line; thence East on said North line to the place of beginning.

And including a certain sewer easement reserved by Texaco Inc. in Special Warranty Deed dated March 12, 1969, recorded on April 25, 1969 as Document No. 20821853 in Book of Deeds of Cook County and described as follows:

Commencing at the intersection of the center line of Milwaukee Avenue and Dundee Road (the Southwest corner of Lot 7); thence North along the center line of Milwaukee Avenue a distance of 204.66 feet; thence East on a line parallel with the South line of Lot six (6), a distance of 33 feet for a place of beginning; thence North on a line parallel with the center line of Milwaukee Avenue, a distance of 83.34 feet; thence East on a line parallel with the South line of Lot 6, a distance of 10 feet; thence South on a line parallel with the center line of Milwaukee Avenue, a distance of 83.34 feet; thence West 10 feet to the place of beginning;

being the same property conveyed to Texaco Inc. from Constantinos Panagoplos by Warranty Deed dated March 20, 1951 and recorded March 21, 1951 in Book 46588, Page 414, in Book of Deeds of said County.

Also known as the NE Corner of Milwaukee Avenue & Dundee Road, Wheeling, Illinois

EXHIBIT 4B

1. The property, plant and equipment at Grantor's Eagle Point Refinery and Westville Sales Terminal in Westville, New Jersey, including assets related to Grantor's petrochemical operations, but excluding inventories.

2. Grantor's inventories of natural gas liquids.

## GRANTEE'S ACCEPTANCE

Grantee agrees to undertake, pay, satisfy and discharge all the lawful debts and liabilities of the Grantor incurred by Grantor in connection with its ownership and operation of the property, assets and rights assigned by Grantor to Grantee herein. Grantee further hereby accepts this Assignment expressly subject to all covenants, conditions, and obligations of Assignor under or relating to the property, assets, and rights assigned herein and expressly assumes and agrees to be responsible for and discharge said covenants, conditions, and obligations.

IN WITNESS WHEREOF, Grantee has caused this Acceptance to be duly executed on this 31st day of December, 1994 by its Vice President, duly authorized.

GRANTEE:

[SEAL]

TEXACO REFINING AND MARKETING INC.

Attest: _____

By _____
Vice President