BOOK 9218 PAGE 764

SPECIAL WARRANTY DEED

THIS DEED, made this the 22nd day of December 1993, between **EASTMAN KODAK COMPANY**, a New Jersey corporation, Grantor; and **EASTMAN CHEMICAL COMPANY**, a Delaware corporation, Grantee;

W I T N E S S E T H:

THAT EASTMAN KODAK COMPANY, a New Jersey corporation ("Grantor"), for and in consideration of the sum of **TEN DOLLARS** ($10.00) and other good and valuable consideration, paid to Grantor by **EASTMAN CHEMICAL COMPANY**, a Delaware corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, has **BARGAINED, SOLD, GRANTED and CONVEYED**, and by these presents does hereby **BARGAIN, SELL, GRANT and CONVEY** unto Grantee, whose mailing address is Post Office Box 511, Kingsport, TN 37662-0511, all of the real property, together with all improvements situated thereon and appurtenances thereto, located in Davidson County, Tennessee, in which Grantor owns any interest whatsoever, including, without limitation, those certain tracts more particularly described in Exhibit "A," attached hereto and made a part hereof for all purposes.

And all other tracts of land, and all water rights, oil, gas, minerals and mineral rights, easements for water pipe lines and other easements, rights of reversion, rights of conveyance, and all other rights and interests in or relating to real estate, including but not limited to those conveyed to Grantor by or owned by Grantor under deeds or other instruments of record in the Official Records of said County, those reserved by Grantor in or owned by Grantor under deeds, leases or other

Prepared By:
WILSON, WORLEY, GAMBLE & WARD, P. C.
ATTORNEYS AT LAW
P. O. BOX 1007
KINGSPORT, TENNESSEE 37662-1007

instruments which have been made by Grantor to others, and those appurtenant to any or all of the lands hereby conveyed.

This conveyance is made and accepted subject to any and all liens, encumbrances, restrictions, covenants, mineral reservations or grants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent the same are valid, still in effect and shown of record as of the date of this Deed in the Official Records of said county; to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are valid, still in effect and relating to the hereinabove described property as of the date of this Deed; to any applicable real estate taxes, charges, levies or assessments; to any other matters appearing of record; and to rights of any parties presently or formerly in possession.

TO HAVE AND TO HOLD the above-described premises, subject to the foregoing, together with all and each of the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor hereby agrees to **WARRANT and FOREVER DEFEND** all and each of the said premises unto Grantee, Grantee's successors and assigns, except with respect to the limitations stated in the immediately preceding paragraph hereof, against every person whomsoever lawfully claiming the same or any part thereof, by, through and under Grantor, but not otherwise.

EXECUTED this 22nd day of December, 1993.

GRANTOR:

EASTMAN KODAK COMPANY,
A New Jersey Corporation

By: Peter Giles
Name : Peter Giles
Title: Vice President

Attest:

Joyce P. Haag

Name: Joyce P. Haag
Title: Assistant Secretary

NAME AND ADDRESS OF PROPERTY OWNER:

Eastman Chemical Company
P. O. Box 511
Kingsport, TN 37662-0511

PERSON RESPONSIBLE FOR THE
PAYMENT OF TAXES:

Eastman Chemical Company
P. O. Box 511
Kingsport, TN 37662-0511

STATE OF NEW YORK
COUNTY OF MONROE

Before me, Sandra L. Caruso, a Notary Public in and for the State and County aforesaid, personally appeared Peter Giles, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Vice President of **EASTMAN KODAK COMPANY**, the within named bargainor, a corporation and that he as such Vice President being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal at office in County of Monroe, State of New York, this 22nd day of December 1993.

Sandra L. Caruso
NOTARY PUBLIC

SANDRA L. CARUSO NOTARY PUBLIC

My Commission Expires:

SANDRA L. CARUSO
Notary Public, State of New York
Monroe County
Commission Expires October 2, 1995

STATE OF TENNESSEE
COUNTY OF SULLIVAN

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is $ NONE (exempt corporate reorganization per T.C.A. § 67-4-409(e)), which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

William T. Gamble
AFFIANT

Subscribed and sworn to before me this the 10th day of January, 1994.

Norma K. Cobb
NOTARY PUBLIC

NORMA K. COBB NOTARY PUBLIC AT LARGE SULLIVAN CO. TENN.

My Commission Expires:
1-28-97

EXHIBIT "A"

Located in the 13th Civil District of Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a railroad spike in the centerline of Old Hickory Boulevard or Cleeces Ferry Road, said spike being northerly along the centerline of said road a distance of 5979' more or less, from the Cumberland River and proceeding as follows: leaving the centerline of Old Hickory Boulevard or Cleeces Ferry Road and with the westerly line of McDowell Development Corporation property, South 00°-17'-40" East a distance of 3802.69' to a point at the low water edge of the Cumberland River, said line passing through a concrete monument in the westerly right-of-way of Old Hickory Boulevard or Cleeces Ferry Road at a distance of 30.46'; thence, with the low water line, North 74°-38'-21" West a distance of 1870.0' to a point; thence, continuing with the low water line, North 67°-38'-21" West a distance of 550.0' to a point; thence, continuing with the low water line, North 47°-08'-21" West a distance of 1070.0' to a point; thence, continuing with low water line, North 39°-38'-21" West a distance of 700.0' to a point; thence, continuing with the low water line, North 34°-08'-21" West a distance of 650.0' to a point; thence, continuing with the low water line, North 30°-38'-21" West a distance of 934.33' to a point; thence, continuing with the low water line, North 33°-28'-30" West a distance of 1229.38' to a point; thence, continuing with the low water line of the Cumberland River, downstream in a northerly direction a distance of 5240', more or less, to a post, said post being in the southerly line of the Stanley Walker property; thence leaving the low water line of the Cumberland River and with the southerly line of the Stanley Walker property, South 80°-04'-39" East a distance of 4564.3' to an iron pin in the westerly right-of-way of Old Hickory Boulevard or Cleeces Ferry Road, said line passing through an iron pin at 40.0' from the low water line of the Cumberland River; thence, with the westerly line of Old Hickory Boulevard or Cleeces Ferry Road, South 18°-54' East a distance of 100.1' to an iron pin; thence, continuing with said right-of-way and a curve to the left having a radius of 1462.69' a distance of 629.18' to an iron pin; thence, continuing with said right-of-way, South 43°-32'-45" East a distance of 366.1' to an iron pin; thence, continuing with said right-of-way and a curve to the right having a radius of 1880.08' a distance of 1002.31' to an iron pin; thence, continuing with said right-of-way, South 13°-00' East a distance of 1239.56' to a point; thence, North 77°-15'-43" East a distance of 30.0' to a point in the centerline of Old Hickory Boulevard or Cleeces Ferry Road; thence, with the centerline of said road, South 13°-00' East a distance of 755.84' to a point; thence, continuing with said centerline and with a curve to the left having a radius of 954.23' a distance of 1112.80' to a point; thence, continuing with said centerline, South 79°-49' East a distance of 11.1' to the point of **BEGINNING** and containing 808.74 acres, more or less, as per survey by Turner Engineering Company, dated November 18, 1977.

BEING the same property conveyed to the party of the first part by Deeds of record in the Register's Office for Davidson County, Tennessee, as follows:

DB 5223, page 290 DB 5271, page 77

EASEMENT: The above described property is subject to an easement granted United States of America for a transmission line easement, said easement having a width of 150 feet, the centerline being more particularly described as follows, to-wit:

BEGINNING at a point North 80°-04'-39" West 330.7' from the Northeast corner of Spring Land Company property, corner to Frank Walker and Old Hickory Boulevard or Cleeces Ferry Road; thence, in a westerly direction a distance of 4192', more or less, to a point in the low water line of the Cumberland River, said point being northerly 987', more or less, from the iron pin in the low water line of the Cumberland River, all as shown on the plat by Turner Engineering Company, dated November 18, 1977, and being the same easement described in the certified copy of the Final Decree being of record in Book 2480, page 483, Register's Office, aforesaid.

EASEMENT: The above described property is subject to flowage easement conveyed to United States of America, which flowage easement lies between the 390 contour and the low water line of the Cumberland River, and as recorded in Book 2150, page 527, Book 2141, page 227, and Book 2141, page 223, Book 2141, page 219, and Book 2155, page 311, Register's Office, aforesaid, and more particularly described as follows, to-wit:

BEGINNING at an iron pin South 80°-04'-39" East 40.0' from the Northwest corner of the Spring Land Company property in the line of Stanley Walker and proceeding as follows, to-wit: South 7°-05' East a distance of 520.0' to an iron pin; thence, South 89°-35' East a distance of 350.0' to an iron pin; thence, South 37°-35' East a distance of 380.0' to an iron pin; thence, South 13°-35' East a distance of 175.0' to an iron pin; thence, North 43°-10' East a distance of 1000.0' to an iron pin; thence, South 13°-25' West a distance of 640.0' to an iron pin; thence, South 25°-55' West a distance of 400.0' to an iron pin within the right-of-way of the TVA transmission line; thence, South 81°-25' West a distance of 340.0' to an iron pin which is in the right-of-way of the TVA transmission line; thence, North 74°-35' West a distance of 320.0' to an iron pin; thence, North 10°-55' East a distance of 220.0' to an iron pin; thence, North 54°-35' West a distance of 290.0' to an iron pin; thence, North 81°-05' West a distance of 170.0' to an iron pin, said pin being easterly 40' from the low water line of the Cumberland River; thence, in a southerly direction and with the 390 contour a distance of 1640', more or less, to a point; thence, South 88°-44'-01" East a distance of 174', more or less, to an iron pin; thence, South 30°-41'-29" East a distance of 912.57' to an iron pin; thence, South 53°-16'-29" East a distance of 225.0' to an iron pin; thence, North 60°-18'-31" East a distance of 450.85'

to an iron pin, passing through an iron pin at 210.0'; thence, North 18°-41'-29" West a distance of 135.0' to an iron pin; thence, North 6°-18'-31" East a distance of 380.0' to an iron pin; thence, North 47°-18'-31" East a distance of 241.20' to an iron pin; thence, South 88°-44'-01" East a distance of 157.39' to an iron pin; thence, South 51°-18'-31" West a distance of 216.58' to an iron pin; thence, South 7°-18'-31" West a distance of 125.0' to an iron pin; thence, North 85°-18'-31" East a distance of 220.0' to an iron pin; thence, South 4°-48'-31" West a distance of 765.0' to an iron pin, passing through an iron pin at 590.0'; thence, South 89°-18'-31" West a distance of 310.0' to an iron pin; thence, South 2°-48'-31" West a distance of 140.0' to an iron pin; thence, South 68°-11'-29" East a distance of 260.0' to an iron pin; thence, South 7°-18'-31" West a distance of 75.0' to an iron pin; thence, North 88°-36'-04" West a distance of 324.75' to an iron pin; thence, South 40°-41'-29" East a distance of 405.98' to an iron pin; thence, South 34°-22'-29" East a distance of 679.49' to an iron pin; thence, South 77°-15'-43" West a distance of 75', more or less, to a point; thence, continuing in a southerly direction and with the 390 contour adjacent to the Cumberland River for a distance of 8320', more or less, to a point in the Spring Land Company line, corner with McDowell Development property; thence, South 00°-17'-40" East a distance of 60', more or less, to a point in the low water line of the Cumberland River; thence, with the low water line, North 74°-38'-21" West a distance of 1870.0' to a point; thence, continuing with the low water line, North 67°-38'-21" West a distance of 550.0' to a point; thence, continuing with the low water line, North 47°-08'-21" West a distance of 1070.0' to a point; thence, continuing with the low water line, North 39°-38'-21" West a distance of 700.0' to a point; thence, continuing with the low water line, North 34°-08'-21" West a distance of 650.0' to a point; thence, continuing with the low water line, North 30°-38'-21" West a distance of 934.33' to a point; thence, continuing with the low water line, North 33°-28'-30" West a distance of 1229.38' to a point; thence, continuing with the low water line of the Cumberland River, downstream in a northerly direction a distance of 5240', more or less, to a post, said post being in the southerly line of the Stanley Walker property; thence, with said southerly line of the Walker property, South 80°-04'-39" East a distance of 40.0' to the point of **BEGINNING**, all as shown on the plat by Turner Engineering Company, dated November 18, 1977.

Tax ID #: 101-00-0 001.00

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IDENTIF. & REFERENCE
MAIL ENV.

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FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

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