File Box 35
JPB

BOOK 10270 PG 469

Name and address to which
future tax statements are
to be sent:

Earl L. Young
c/o Harpeth Machine & Tool
7388 Old Harding Pike
Nashville, Tennessee 37221

Map Parcel Number:
Map 80, Parcel 58

This instrument prepared by:
W. Daniel Hicks, Jr., Esq.
Altman, Kritzer & Levick, P.C.
6400 Powers Ferry Road, Suite 224
Atlanta, Georgia 30339

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the 25TH day of November, 1996 by and between **LAROCHE INDUSTRIES INC.**, a Delaware corporation (hereinafter referred to as "**Grantor**") having an office at Perimeter - 400 Center Two, 1100 Johnson Ferry Road, Atlanta, Georgia 30342, and **EARL L. YOUNG**, an individual resident of the State of Tennessee (hereinafter referred to as "**Grantee**") having an address in care of Harpeth Machine & Tool, 7388 Old Harding Pike, Nashville, Tennessee 37221;

WITNESSETH:

Grantor, for and in consideration of the sum of Seventy-Five Thousand and No/100 Dollars ($75,000.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by Grantor, has bargained, sold, transferred and conveyed and does hereby bargain, sell, transfer and convey unto Grantee, his heirs, successors and assigns, the real property located in the County of Davidson, State of Tennessee, which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "**Property**").

Without expanding by implication the scope of the limited or special warranty of title set forth hereinbelow, the foregoing Property is conveyed subject to all matters described on Exhibit "B" attached hereto and by this reference made a part hereof (the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Property, together with all appurtenances and hereditaments thereunto appertaining, unto Grantee, his heirs, successors and assigns in fee simple forever, subject to the Permitted Encumbrances.

Grantor will specially warrant and defend the title to the Property unto Grantee against the lawful claims of all persons claiming by, through or under Grantor (but not further or otherwise), except for and subject to the Permitted Encumbrances.

Grantee, by its acceptance of this Deed to the Property and by its execution below, agrees with Grantor as follows:

(i) Except to the extent (and only to the extent) of any breach by Grantor of any specific environmental representations set forth in a certain Contract for Sale of Real Estate between Grantor and Grantee dated effective September 23, 1996, as amended and reinstated prior to the date hereof (the "**Agreement**"), Grantee acknowledges that the Property is sold and accepted by Grantee "AS IS" and "WHERE IS" with all faults, if any, including (without limitation) the Environmental Conditions thereof. Without limiting the foregoing, Grantee hereby assumes all risk that physical conditions or Environmental Conditions of the Property, including (but not limited to) Environmental Conditions and Regulated Substances existing, contingent or potential, may not have been disclosed by Grantee's review, examination, inspection and investigation of the Property. Except to the extent of any breach by Grantor of any specific environmental representations set forth in the Agreement, Grantee for itself and its successors, successors-in-title, assigns, lessees and any person or entity which at any time acquires any property interest or right (equitable, beneficial, direct or otherwise) in or with respect to all or any portion of the Property ("**Grantee et al.**") waives and releases any and all contractual, statutory, common law and/or other claims or causes of action presently existing or which may come into being at any time in the future which they or any of them may otherwise be entitled to assert against Grantor, its present, prior or subsequent shareholders, affiliates, direct and ultimate parents and subsidiaries, transferees, lessees, partners and joint venturers, assigns and the past, present and future officers, directors, shareholders, employees, representatives and agents of it or any of them ("**Grantor et al.**") arising in whole or in part out of, or relating in any way to, the past or present condition or liabilities, including (but not limited to) the Environmental Condition or liabilities, of the Property or Regulated Substances on, in, under, at or emanating from the Property and discharges and covenants not to sue Grantor et al. respecting any of same.

(ii) Grantee's agreements set forth in this paragraph shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the Grantor and Grantee and their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable (and including Grantee et al. and Grantor et al. as aforesaid).

(iii) For the purposes of this Deed, (i) "Release" or "Released" shall mean releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping, regardless of whether the result of an intentional or unintentional act or omission, (ii) "Regulated Substances" shall mean, without limitation, any pollutant, dangerous substance, toxic substance, hazardous or non-hazardous waste, hazardous material, hazardous substance or contaminant as defined in or regulated pursuant to any Environmental Law, (iii) "Environmental Law" shall mean any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental or other agency in effect or which hereinafter become effective pertaining to health and safety or the environment, including (without limitation) the Clean Air Act, the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Water Pollution Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act (OSHA), the Toxic Substances Control Act (TSCA), all as amended, and any and all state and local counterparts and (iv) "Environmental Condition" shall mean any condition with respect to subsurface soil, ambient air, surface waters, groundwaters, leachate, run-on or run-off, stream or other sediments and similar environmental

medium on or off the Property, which condition could require investigation and/or remedial or corrective action and/or compliance with permit requirements, standards, rules, regulations, ordinances and consent orders and/or may result in claims, demands or liabilities against Grantee by third parties, including (without limitation) governmental entities.

(iv) If any provision of this paragraph, or any portion thereof, or the application thereof to any person or circumstances, shall, to any extent be contrary to law or be held invalid, inoperative or unenforceable, the remainder of this paragraph, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby, and each provision of this paragraph shall be valid and enforceable to the fullest extent permitted by law.

This Deed may be executed in multiple counterparts, each of which shall be deemed an original and all of which collectively shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused the within Deed to be executed and delivered under seal, in case of Grantor by its duly authorized corporate officers, all as of the day, month and year first above written.

GRANTOR:

LAROCHE INDUSTRIES INC., a Delaware corporation

By: _____
Name: Richard H. Watts
Title: Secretary and Vice President

Attest: _____
Name: _____
Time: Vice President

[CORPORATE SEAL]

GRANTEE:

_____ (SEAL)
EARL L. YOUNG, an individual resident of the State of Tennessee

STATE OF GEORGIA

COUNTY OF FULTON

The actual consideration or value, whichever is greater, for this transfer is $75,000.00.

Affiant: EARL L. YOUNG

Sworn and subscribed to before me
this 25th day of November, 1996.

Notary Public

My Commission Expires:

9/18/99

[NOTARIAL SEAL]

[redacted]

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ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Richard H. Watts and Neil A. Stephansson with each of whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Secretary and Vice President and Vice President, respectively, of LAROCHE INDUSTRIES INC., a Delaware corporation, and that they executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as Secretary and Vice President and Vice President, as aforesaid.

WITNESS my hand and seal this 22nd day of November, 1996.

Dena C. Milner
Notary Public

My Commission Expires:

[NOTARIAL SEAL]

DENA C. MILNER NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES OCT. 31, 1998

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared EARL L. YOUNG, with whom I am personally acquainted and who being first duly sworn, makes oath that he executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal this 25th day of November 1996.

Leanne R Neal
Notary Public

My Commission Expires:
9/18/99

[NOTARIAL SEAL]

LEANNE R. NEAL NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

02500077
IDENTIF. ↑ REFERENCE

96 NOV 25 PM 3:42
REGISTER
DAVIDSON COUNTY, TN.

[redacted]

EXHIBIT "A"

Legal Description

Land in the First Civil District of Nashville, Davidson County, Tennessee, being Lot No. 1 on the Plan of LaRoche Industrial Park of record in Book 7900, Page 128, in the Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said Lot.

Being part of the same property conveyed to LaRoche Industries Inc. by deed from United States Steel Corporation of record in Book 6866, Page 493, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

(LOT 1)

1. Taxes and assessments subsequent to the year 1995.

2. Easement for spur track or siding granted Nashville & St. Louis Railway Company by grant from Armour and Company dated December 1, 1955, of record in Book 2486, Page 598, Register's Office for Davidson County, Tennessee.

3. Agreement by and between United States Steel Corporation and Colonial Pipeline Company, of recorded in Book 4773, Page 3, Register's Office for Davidson County, Tennessee.

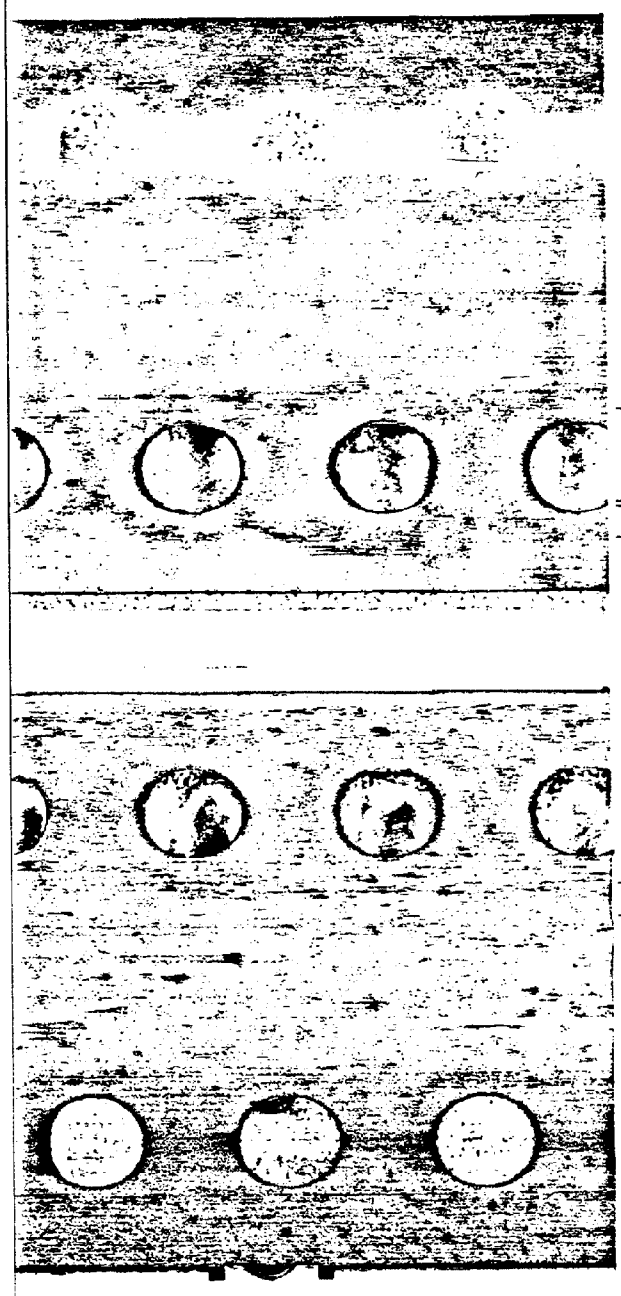
4. Sanitary sewer and/or storm drainage easement of record in Book 5487, Page 280, Register's Office for Davidson County, Tennessee.

5. All matters shown on plat recorded at Book 7900, Page 128, Register's Office for Davidson County, Tennessee, including (without limitation) 15' wide overhang easement, 5' x 5' anchor easement, water line and easement and sanitary sewer line and easement crossing the Property as shown thereon.

6. All matters which would be shown by a current and accurate survey and inspection of the Property.

7. Zoning restrictions and building and use restrictions, including (without limitation) variances.

9226 11/25 0101 03CHECK 310.50



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 10270 PG 477

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CAMT	75000.00
			CON TX	277.50
			PRFEE	1.00
			WDEED	32.00
			TOTAL	310.50
			CHECK	310.50
11/25/96	01	15:45	0001	9226

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02500077
IDENTIF. # REFERENCE

96 NOV 25 PM 3:42

REGISTER
DAVIDSON COUNTY, TN.

No. 1091917