Davidson County DEEDWARR
Recvd: 08/16/04 14:54 4pgs
Fees:23.00 Taxes:4995.00
20040816-0098908

SPECIAL WARRANTY DEED

TO: Allied Properties Inc.

FROM: National Material L.P.

THIS INSTRUMENT PREPARED BY:
C. Mark Carver, Esq.
Sherrard & Roe, PLC
424 Church Street, Suite 2000
Nashville, TN 37219

Address New Owner(s) as Follows:	Send Tax Bills To:	Map/Parcel Numbers
Allied Properties Inc. 132 Sheppard Avenue West Suite 100 North York, Ontario M2N1M5	Same	Map 68, Parcel 70

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration for this transfer is $1,350,000.00.

C Mark Carver
Affiant

Sworn to and subscribed before me, this 13 day of August, 2004.

TRACI HENRY Notary Public At Large DAVIDSON COUNTY, TENN. My Commission Expires July 29, 2006

Traci Henry
Notary Public

My Commission Expires: July 29, 2006

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named Buyer, and other good and valuable considerations, the receipt of which is hereby acknowledged **National Material L.P.**, an Illinois limited partnership (hereinafter called the "Seller"), has bargained and sold, and by these presents does transfer and convey unto **Allied Properties Inc.** (hereinafter called the "Buyer"), and Buyer's successors and assigns all of Seller's interest in a certain tract of land in Davidson County, Tennessee, described on Exhibit A attached hereto and incorporated herein by reference, and any improvements thereon.

The above-referenced property is conveyed subject to the matters set forth on Exhibit B attached hereto and incorporated herein by reference.

This is improved property known as 3719 Amy Lynn Drive, Nashville, Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real property, together with all rights and appurtenances thereunto belonging or in any wise appertaining to Buyer, its successors and assigns, forever in fee simple.

Seller further covenants and binds itself, its representatives, successors and assigns to warrant specially and forever defend the title to said real estate to Buyer, and Buyer's successors and assigns, against the lawful claims of all persons claiming through and under Seller (other than claims arising out of the matters set forth above), but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Seller has caused this Special Warranty Deed to be executed effective as of the 11th day of August, 2004.

SELLER:

National Material L.P., an Illinois limited partnership

By: NM Holding, Inc., a Nevada corporation, its general partner

By: _____
Vytas P. Ambutas, Secretary

STATE OF Illinois)
COUNTY OF Cook)

Before me, Patricia L. Weibler the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Vytas P. Ambutas, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Secretary of NM Holding, Inc., a Nevada corporation, the general partner of National Material L.P., the within named bargainor, an Illinois limited partnership, and that he as such Secretary of the general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as Secretary of NM Holding, Inc., general partner of National Material L.P.

Witness my hand and seal, at Office in Elk Grove Village, Illinois, this 11th day of August, 2004.

_____
Notary Public

My Commission Expires: 12-8-07

"OFFICIAL SEAL"
PATRICIA L WEIBLER
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 12/08/07

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of the Final Plat of National Material L.P. Property, of record in Instrument No. 20020514-0059210, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Together with an easement for ingress and egress all as more fully described in the deed of record in Book 5677, page 729, said Register's Office.

Being part of the same property conveyed to Pinkert Steel Company, Inc. by deed from Stewart Steel Corporation of record in Book 6731, page 914, Register's Office for Davidson County, Tennessee; the said Pinkert Steel Company, Inc. having since conveyed its interest in the subject property to P Steel Company, Inc. by Quitclaim Deed of record in Book 6869, page 241, said Register's Office; the said P Steel Company, Inc. having since changed its name to Pinkert Steel Company, Inc. as evidenced by Articles of Amendment to the Articles of Incorporation of P Steel Company dated May 22, 1986, of record in Instrument No. 20020517-0060619, said Register's Office; the said Pinkert Steel Company, Inc. having since conveyed its interest in the subject property to Tang Industries, Inc. by Quitclaim Deed, of record in Book 7592, page 699, said Register's Office; the said Tang Industries, Inc. having since conveyed its interest in the subject property to National Material Limited Partnership, of record in Book 7592, page 701, said Register's Office; and the said National Material Limited Partnership having since changed its name to National Material L.P. by First Amendment to the Limited Partnership Agreement of National Material Limited Partnership, not of record, effective as of December 17, 1990.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Real property taxes for 2004, a lien not yet due and payable

2. Subject to all matters shown on the Plan of record in Instrument Number 20020514-0059210, Register's Office for Davidson County, Tennessee.

3. Easement for flowage to U.S.A. of record in Book 2155, page 311, said Register's Office.

4. Easement for ingress and egress all as more fully described in the deed from Sidney T. Wright and Joan W. Wright to First Tennessee Bank N.A. of record in Book 5677, page 729, said Register's Office.

5. Easement Agreement of record in Book 9861, page 182, said Register's Office.

6. Easement Agreement of record as Instrument No. 20020515-0059941, said Register's Office.

7. Title to any portion of said land lying in the bed or banks of the Cumberland River, the rights of upper and lower riparian owners to the free and unobstructed flow of the water of said river, without diminution or pollution, and the consequence of any past or future change in the location of said river.