Davidson County DEEDWARR
Recvd: 01/04/05 15:31 4 pgs
Fees:23.00 Taxes:555.00
20050104-0001378

This Instrument Prepared by:
WYATT, TARRANT & COMBS, LLP (BAS)
2525 West End Avenue, Suite 1500
Nashville, TN 37203

NEW OWNER:	**SEND TAX BILL TO:**	**MAP AND PARCEL:**
Southern Recycling Secondary Fibers, Inc. 700 Church Street P.O. Box 90009 Bowling Green, KY 42102-9009 c/o William Murphree	Same	80-58

WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **K & L PROPERTIES,** a Tennessee general partnership between Karl E. Peters and Leonard Amdur, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **SOUTHERN RECYCLING SECONDARY FIBERS, INC.**, a Kentucky corporation, hereinafter called the Grantee, its successors and assigns, a certain tract or parcel of land situated within Davidson County, Tennessee (the "Property"), and described as follows:

> 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 Plat Book 7900, Page 128, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> The above described property was conveyed to K & L Properties, LLC, by Deed from Blue Moon Waterfront Café, Inc. of record at Instrument No. 20030910-0132262, Register's Office for Davidson County, Tennessee; which Deed was re-recorded at Instrument No. 20041109-0134893, said Register's Office to change the grantee to K & L Properties, a Tennessee general partnership.

This is unimproved property known as 6400 Centennial Boulevard, Nashville, Tennessee 37209.

The Property is transferred free and clear of all encumbrances, limitations, restrictions, or encumbrances, except as set forth below:

1. Taxes for the year 2005 and subsequent years, liens not yet due and payable.

2. All matters shown on the plan of record in Book 7900, Page 128, said Register's Office.

3. Storm Water Detention Agreement of record at Instrument No. 20040128-0010939, said Register's Office.

4. Flowage Easement of record in Book 2284, Page 599, said Register's Office.

5. Terms and provisions contained within the deed of record in Book 10270, page 429, said Register's Office.

6. Easement for spur track or siding of record in Book 2486, page 598, said Register's Office.

7. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 5487, Page 280, said Register's Office.

8. Agreement by and between United States Steel Corporation and Colonial Pipeline Company of record in Book 4773, page 3, said Register's Office.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; and Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and that the same is unencumbered, except as otherwise set out herein; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, its successors and assigns, against the lawful claims of all persons. Without limiting the above, Grantor warrants that there is no separate entity known as K & L Properties, LLC, a Tennessee limited liability company, and that the prior deed of record at Instrument No. 20030910-0132262, Register's Office for Davidson County, Tennessee, purporting to convey the Property to said entity had a scrivener's error as to that matter. 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.

[signature page to follow]

WITNESS my hand this 30th day of December, 2004.

GRANTOR:

K & L PROPERTIES, a Tennessee general partnership

By: Karl E. Peters by Leonard Amdur, attorney 4 fact.
Karl E. Peters, Partner

By: _____
Leonard Amdur, Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **Leonard Amdur**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained; and who further acknowledged that he is a partner of **K & L Properties,** a Tennessee general partnership, the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, this 30th day of December, 2004.

_____
Notary Public

My Commission expires: 7/29/06

CHERYL W. HOWELL STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY, TENN.
My Commission Expires JULY 29, 2006

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Cheryl W. Howell, a Notary Public in and for said State and County duly commissioned and qualified, **Leonard Amdur as attorney in fact on behalf of Karl E. Peters**, to me known (or who proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument on behalf of Karl E. Peters and who acknowledged that such person executed the same as the free act and deed of Karl E. Peters.

WITNESS my hand, at office, this 30th day of December, 2004.

_____
NOTARY PUBLIC

My Commission Expires: 7/29/06

CHERYL W. HOWELL STATE OF TENNESSEE NOTARY PUBLIC WILSON COUNTY, TENN.
My Commission Expires JULY 29, 2006

45274799.1

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $150,000.00.

Southern Recycling Secondary Fibers, Inc. (Affiant)

By: William Murphree
Print Name: William Murphree
Title: Sec-Treasurer

Subscribed and sworn to before me, this 30th day of December, 2004.

Cheryl N. Howell
Notary Public

My Commission expires: 7/29/06

CHERYL W. HOWELL
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY, TENN.
My Commission Expires JULY 29, 2006