Davidson County DEEDWARR
Recvd: 12/07/05 16:11 5 pgs
Fees:28.00 Taxes:508.75
20051207-0147465

This instrument was prepared by:
Edward V. Wilson, Esq.
Blackwell Sanders Peper Martin LLP
4801 Main Street, Suite 1000
Kansas City, MO 64112

SPECIAL WARRANTY DEED

Address of New Owner:	**Send Tax Bills To:**	**Map/Parcel No.:**
Blacklidge Emulsions, Inc. 828-B Pass Road Gulfport, MS 39501	Blacklidge Emulsions, Inc. 828-B Pass Road Gulfport, MS 39501	132-03-11

KNOW ALL BY THESE PRESENTS:

THAT Koch Materials, LLC, a Delaware corporation and successor through conversion to Koch Materials Company ("**Grantor**"), with an address at 4111 East 37th Street North, Wichita, Kansas 67220, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and assign unto Blacklidge Emulsions, Inc., a Mississippi corporation ("**Grantee**"), with an address at 828-B Pass Road, Gulfport, MS 39501 all of the real estate which is more particularly described on **Schedule 1** attached hereto and made a part hereof, together with all improvements thereon and all appurtenances thereunto belonging (the "**Property**"), subject to, however, those matters described on **Schedule 2** attached hereto and made a part hereof and the following restrictive covenant:

> To the fullest extent permitted by applicable law, Grantee, on its behalf and on behalf of its successors and assigns and future owners/holders of any interest in the Property (collectively "Property Owners"), agree that (i) the Property will not be used for residential purposes; and (ii) groundwater shall neither be taken from beneath the Property nor used for any purposes.
>
> The above covenants shall apply to and bind each and every owner of any part of the Property, and their respective successors and assigns and shall operate as a covenant running with the land and passing with title to the Property and any part thereof.

TO HAVE AND TO HOLD said described Property unto the Grantee, Grantee's successors and assigns forever. Grantor warrants title to the Property, subject to the foregoing exceptions and restrictions, unto Grantee against any and all acts, conveyances, liens and encumbrances affecting such property made or suffered to be made or done by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument this 5 TO day of Dec., 2005.

Koch Materials, LLC, a
Delaware limited liability company

By: _____ EVW
Name: R. J. WITTE
Title: PRESIDENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Before me, the undersigned, of the state and county mentioned, personally appeared R.J. Witte, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Koch Materials, LLC, the within named bargainer, a Delaware limited liability company, and that he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as R.J Witte.

Witness my hand, at office, this 28th day of November, 2005.

Deborah S. McFadden
NOTARY PUBLIC

My Commission Expires:

May 11, 2006
(SEAL)

DEBORAH S. McFADDEN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. May 11, 2006

KC-1343965-1

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The actual consideration or value, whichever is greater, for this transfer is $137,500.00.

EVW

Affiant

Subscribed and sworn to before me, this 29th day of November, 2005.

Deborah S McFadden
NOTARY PUBLIC

My Commission Expires:

May 11, 2006

DEBORAH S. McFADDEN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. May 11, 2006

KC-1343965-1

Schedule 1

Legal Description of the Property

Land in the Sixth Civil District of Nashville, Davidson County, Tennessee, described as follows:

Tract I:

Land in the Sixth Civil District of Davidson County, Tennessee, being a portion of the tract by the United States of America to Tennessee Development Company as of record in Book 1561, page 117, Register's Office for Davidson County, Tennessee described as follows:

Beginning at a point in the southerly margin of William B. Akers and J. Clark Akers, III, Book 3902, page 316, Register's Office for Davidson County, Tennessee, said point being 70 feet westwardly from the center line of the TVA tower line and easement as measured along said southerly margin; thence along said southerly margin of Akers, westwardly 75.6 feet to the center line of an L & N Railroad Company lead track, said centerline being the easterly margin of Raymond C. Pierce, Book 1583, page 436, Register's Office for Davidson County; thence, southerly along the curve to centerline of said tract and the easterly margin of Pierce, approximately 181 feet as measured on the chord of said centerline to the northerly margin of a 50 foot dedicated street, sometimes called Hardison Street; thence, easterly along said northerly street margin 16 feet; thence northerly in a straight line, approximately 170 feet to the point of beginning; being an area of approximately 7,000 square feet.

Tract II:

Beginning at a wooden stake in the centerline of Louisville and Nashville Railroad Company's Classification Center Lead Tract No. 6C which stake is on the easterly prolongation of the northerly boundary of a tract of land conveyed by Grantor to Raymond C. Pierce by deed of record in Book 1583, page 436, Register's Office for Davidson County, Tennessee; thence with the prolongation of the said Pierce by deed of record in Book 1583, page 436; Register's Office for Davidson County, Tennessee; thence in prolongation of the said Pierce north line, north 67 degrees 5 minutes east 145.65 feet to a wooden stake in the centerline of the Tennessee Valley Authority transmission line easement; thence, with the centerline of said TVA easement, north 27 degrees 57 minutes west 286.95 feet to a wooden stake; thence, south 67 degrees 5 minutes west 204.62 feet to a point in the centerline of said L & N Railroad Company's Tract 6C; thence, with the centerline of said tract, 300 feet to the beginning; containing 1.2 acres, more or less.

Being the same property conveyed to Koch Materials Company, a Delaware corporation, by Deed of record in Book 9650, Page 515, Register's Office for Davidson County, Tennessee.

Schedule 2

Permitted Encumbrances to Title to the Property

(i) Non-delinquent real estate and ad valorem taxes and special assessments; (ii) easements, rights-of-way, mineral reservations, licenses and existing encumbrances, conditions, covenants, restrictions, reservations, and exceptions of record; (iii) zoning ordinances, building codes, laws and regulations by municipal or other governmental authority applicable to and enforceable against the Property; and (iv) any other condition which might be disclosed by a current inspection or an accurate survey of the Property.