This Instrument Prepared by:
Danielle Graceffa, Esq.
Dykema Gossett PLLC
400 Renaissance Center
Detroit, Michigan 48243

Return to: Grantee

Davidson County DEEDWARR
Recvd: 04/15/08 13:46 7 pg:
Fees:38.00 Taxes:27750.00
20080415-0038134

Address of New Owner and
Send Tax Bills to:
Zeledyne, L.L.C.
4606 South Garnett, Suite 400
Tulsa, OK 74145

A portion of Tax Map
and Parcel No. 80/2

SPECIAL WARRANTY DEED
(Including Imposition of Land Use Restrictions and Easement)

THIS INDENTURE, made and entered into as of the 14th day of April, 2008, by and between **AUTOMOTIVE COMPONENTS HOLDINGS, LLC**, a Delaware limited liability company ("Grantor"), whose address is 17000 Rotunda Drive, Dearborn, Michigan 48120-1100, and **ZELEDYNE, L.L.C.**, a Delaware limited liability company, whose address is 4606 South Garnett, Suite 400, Tulsa, Oklahoma 74145 ("Grantee").

WITNESSETH:

For and in consideration of TEN AND NO/100 DOLLARS ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has bargained and sold and does hereby bargain, sell, convey, and confirm unto Grantee the following described real estate, situated and being in the County of Davidson, State of Tennessee, to-wit:

All that certain real estate as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property, together with all the appurtenances and hereditaments thereunto belonging or in anyway appertaining unto Grantee, its successors and assigns, in fee simple forever.

And Grantor does hereby covenant with Grantee that Grantor is lawfully seized in fee of the Property; that Grantor has a good right to sell and convey the same; that the same is unencumbered except for (i) ad valorem property taxes not yet due and payable, which the Grantee hereby assumes and agrees to pay, (ii) those matters set forth on **Exhibit "B"** attached hereto and incorporated herein by reference, and (iii) the rights, restrictions and limitations set forth in Paragraph 1 below, to all of which this conveyance is expressly made subject; and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons claiming by, through or under it, but not further or otherwise.

1. Grantee and Ford Motor Company, a Delaware corporation ("Ford"), a prior owner of the Property and an affiliate of Grantor, are parties to an Environmental Cooperation Agreement dated as of April ____, 2008 (the "Agreement"), pertaining to, *inter alia*, the Property. As contemplated in the Agreement, Grantor hereby reserves and grants to Ford, and Grantee hereby

acknowledges and agrees that its interest in the Property is subject to, the following restrictions, covenants, easements and access rights regarding the Property:

(a) The Property may be used only for industrial uses, such as manufacturing, utilities, industrial research/development and petroleum bulk storage.

(b) In no event shall the Property be used for a residence, lodging, domicile, daycare center, school, church or playground, or for any other residential, commercial or recreational use.

(c) In no event shall any groundwater be extracted from the Property for consumptive use. In no event shall any contaminated groundwater be extracted from the Property for irrigation, production or other non-consumptive uses except as part of a response activity approved by applicable Governmental Authorities or as part of the remediation and other activities to be performed on the Property by Ford pursuant to the Agreement (the "Ford Remediation Activities").

(d) Grantee and any subsequent owner of the Property shall maintain, at its sole cost, any engineering controls (such as pavement) or permanent markers that may be required by the Ford Remediation Activities. Upon the request of Ford or Grantor, Grantee shall execute and record a document confirming the location and nature of any such engineering controls or permanent markers.

(e) No development activity on the Property by Grantee or a subsequent owner of the Property shall occur unless Grantee or the subsequent owner takes all necessary measures to eliminate or control fugitive dust emissions, soil erosion or storm water runoff so that they do not pose a danger to public health, safety or the environment (including to persons working on the Property and others) and do not result in the imposition on Ford or Grantor of remediation costs or other environmental liabilities in excess of those that would result from the industrial use on the Property of the nature being conducted as of the date of this Deed (i.e., a manufacturing facility).

(f) Grantor hereby grants to Ford an easement over the Property for Ford and its agents, employees, consultants, contractors, representatives and other designees ("Ford Agents") to access the Property, including on-site facilities and utilities, as Ford reasonably deems necessary, without charge, to assess the conditions on the Property, to perform the Ford Remediation Activities in accordance with the terms of the Agreement and to perform any follow-up activities reasonably necessary in connection with the Ford Remediation Activities, including the following: (i) conduct studies, investigations, excavations and inspections; (ii) install, modify, maintain and operate wells, pipes and sumps, and incineration, collection, stabilization, confinement or treatment systems and other apparatus and equipment for monitoring, remediation or otherwise; and (iii) consult pertinent books and records and knowledgeable employees.

(g) Upon the request of Grantee following completion by Ford of the Ford Remediation Activities, Ford and Grantee shall execute a document in recordable form that limits the scope of the easement granted in the preceding subparagraph to those parts of the Property on which Ford requires continued access to perform its obligations or to exercise its rights under the

Agreement. Any such document shall be in a form reasonably acceptable to Ford and Grantee as being consistent with the terms of the Agreement. Grantee shall be responsible for providing any legal descriptions required for such document.

2. (a) The foregoing restrictions, covenants, easements and access rights set forth in Paragraph 1 above: (i) shall be real covenants that run with the Property and are binding on Grantee and any other party acquiring ownership or other interest in all or any part of the Property; (ii) shall inure to the benefit of and be enforceable by Ford and Grantor and their respective successors and assigns; and (iii) shall be perpetual.

(b) The foregoing restrictions, covenants, easements and access rights shall be governed by the laws of Tennessee.

(c) In the event of a breach of any of the foregoing restrictions, covenants, easements or access rights, Ford or Grantor shall be entitled to injunctive or other equitable relief to enforce them without any necessity for showing the inadequacy as a remedy of money damages, which injunctive or equitable relief shall be cumulative with and in addition to any rights or remedies available under the Agreement.

(d) Except as provided above the foregoing restrictions, covenants, easements and access rights may be amended only by an instrument executed by Grantor, Grantee and Ford.

(e) Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

WITNESS the signature of Grantor the day and year first above written.

[SIGNATURE AND ACKNOWLEDGMENT PAGE FOLLOWS]

SPECIAL WARRANTY DEED

Signature and Acknowledgement Page

GRANTOR:

AUTOMOTIVE COMPONENTS HOLDINGS, LLC, a Delaware limited liability company

By: W C Connelly

Name: W. C. Connolly

Title: CFO & CEO

STATE OF Michigan

COUNTY OF Wayne

Before me, JoAnn E. Vargo, a Notary Public in and for said State and County, duly commission and qualified, personally appeared W-C- Connolly, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the CFO & CEO, of **AUTOMOTIVE COMPONENTS HOLDINGS, LLC**, a Delaware limited liability company, the within named bargainor, by himself as such officer.

WITNESS my hand and Notarial Seal at office this 14th day of April, 2008.

JoAnn E. Vargo
Notary Public

My Commission Expires: _____

[affix seal]

JOANN E. VARGO NOTARY PUBLIC ST. CLAIR CO. MICH.

JoAnn E. Vargo
Notary Public, State of Michigan
County of St. Clair
My Commission Expires March 7, 2012
Acting in the county of Wayne

SPECIAL WARRANTY DEED

EXHIBIT A

Division of 32.61 acres being Tract 2 and 209.81 acres being Tract 1 as recorded in instrument Number 200004122003648 2 in the Register's Office of Davidson County; Tennessee;

Commencing at the centerline of the Guard Tower located atop the Northwest corner of the main prison wall, thence North 62°28'00" West a distance of 846.55 feet to the point of beginning; thence South 08°27'00" West a distance of 836.37 feet to a point; thence South 41°00'00" West a distance of 395.24 feet to a point; thence North 52°07'13" West a distance of 342.88 feet to a point; thence South 76°41'13" West a distance of 68.97 feet to a point; thence South 73°39'15" West a distance of 113.82 feet to a point; thence North 15°11'41" West a distance of 187.26 feet to a point; thence North 52°05'22" West a distance of 233.59 feet to a point; thence North 14°13'40" West a distance of 179.87 feet to a point; thence South 74°34'58" West a distance of 578.63 feet to a point on the east line of Centennial Boulevard; thence along said east line of Centennial Boulevard North 18°30'00" West a distance of 2087.11 feet to a point; thence North 43°53'39" East a distance of 362.09 feet to a point; thence North 75°10'52" East a distance of 614.21 feet to a point; thence South 89°57'00" East a distance of 44.31 feet to a point; thence North 74°46'22" East a distance of 35.07 feet to a point; thence North 15°13'38" West a distance of 4.67 feet to a point; thence North 74°46'22" East a distance of 333.01 feet to a point; thence South 64°49'50" East a distance of 71.02 feet to a point; thence Southeasterly along a curve to the right having a radius of 375.00 feet, central angle 45°51'04", chord bearing South 89°19'09" East a distance of 292.15 feet, a distance of 300.10 feet along the arc to a point; thence South 14°26'45" East a distance of 550.92 feet to a point; thence South 03°14'45" West a distance of 237.12 feet to a point; thence South 01°12'12" East a distance of 172.97 feet to a point; thence North 75°01'50" East a distance of 162.95 feet to a point; thence South 16°38'42" East a distance of 211.32 feet to a point; thence North 76°35'20" East a distance of 101.41 feet to a point; thence North 64°01'57" East a distance of 62.74 feet to a point; thence North 72°50'28" East a distance of 150.11 feet to a point; thence South 00°29'03" East a distance of 186.60 feet to a point; thence South 49°56'38" East a distance of 187.69 feet to a point; thence North 77°58'32" East a distance of 95.07 feet to a point; thence North 74°49'22" East a distance of 234.42 feet to a point; thence North 74°50'27" East a distance of 187.24 feet to a point; thence North 64°01'05" East a distance of 11.72 feet to a point; thence North 29°17'47" East a distance of 433.12 feet to a point; thence North 62°18'02" East a distance of 99.42 feet to a point; thence North 26°49'29" West a distance of 5.54 feet to a point; thence North 61°47'44" East a distance of 163.94 feet to a point in the low water line of the West bank of the Cumberland River; thence South 31°29'44" East with the meanders of said low water line in a Southeasterly direction a distance of 135.25 feet calculated to a point; thence South 41°00'00" West a distance of 1661.95 feet to the point of beginning. Contains 114.44 acres.

The foregoing description prepared by Kenneth S. Wilkerson, P.S., Mannick & Smith Group, Inc., survey dated October 12, 2007 and revised November 9, 2007, Job No. FORDA7B.

Being a portion of the same property conveyed to Automotive Components Holdings, LLC, a Delaware limited liability company in Instrument No. 20051003-0118784, Register's Office for Davidson County, Tennessee.

This is improved property known as 7200 Centennial Blvd., Nashville, TN 37209

SPECIAL WARRANTY DEED

EXHIBIT B

Permitted Encumbrances

1. Terms and provisions of Lease by and between Ford Motor Company and Air Products and Chemicals, Inc., dated June 30, 1978 and recorded in Book 5404, page 527, as amended in Book 5860, page 94.

2. Easement by Ford Motor Company to Tennessee Natural Gas Lines, Inc. dated June 19, 1967.

3. Easement by Ford Motor Company to the City of Nashville, acting by and through the Electric Power Board of the City of Nashville and Davidson County, Tennessee, dated May 24, 1956.

4. Easement by Ford Motor Company to the City of Nashville, acting by and through the Electric Power Board of the City of Nashville and Davidson County, Tennessee, dated June 20, 1956.

5. Easement by Ford Motor Company to Nashville Gas Company, a division of Piedmont Natural Gas Company, Inc., dated February 12, 1986.

6. A perpetual easement and right to flood premises or such parts thereof as may be necessary as a result of operation of the Cheatham Lock and Dam Project on the Cumberland River, with all other and additional rights as are fully set out in Deed of Flowage Easement from State of Tennessee to United States of America dated December 21, 1953 and recorded in Book 2271, Pages 217 for land lying above the ordinary highwater line of the Cumberland River and below elevation 391 foot contour line.

7. The interest in the land, if any, created by the one-page document styled "Description Additional Easement from Ford Motor Company" which document (a) is unsigned, unacknowledged, and unrecorded, (b) does not designate a grantee, and (c) bears a date designation of September 5, 1985.

8. Private Sidetrack Agreement, dated June 30, 2006, by and between CSX Transportation, Inc., a Virginia corporation, and Automotive Components Holdings, LLC, a Delaware limited liability company.

9. Any other Permitted Encumbrance as defined in that certain Equity and Asset Purchase Agreement, dated as of February 11, 2008, as amended, to the extent that same pertains to the real property conveyed by this Deed as of the date hereof.

OATH OF CONSIDERATION

TO: DAVIDSON COUNTY REGISTER OF DEEDS OFFICE

In accordance with Tennessee Code Annotated §67-4-409: RECORDATION TAX concerning State Conveyance Taxes, the undersigned, being first duly sworn upon oath, certifies that:

1. Accompanying this Oath is a General Warranty Deed dated April 14, 2008, executed by **AUTOMOTIVE COMPONENTS HOLDINGS, LLC**, a Delaware limited liability company, to **ZELEDYNE, L.L.C.**, a Delaware limited liability company, be filed of record in your office.

2. Based upon information provided to the undersigned by the parties to the conveyance, the total value of the consideration paid for the real estate conveyed by the above document is **$7,500,000.**

3. Documentary stamps equal to $3.70 per each multiple of $1000.00 of the above consideration should be affixed to the conveyance instrument by your office.

Signed this 14th day of April, 2008.

ZELEDYNE, L.L.C.,
a Delaware limited liability company

By: _____
Name: Robert Price
Title: Manager

STATE OF Michigan)
COUNTY OF Wayne)

Subscribed and sworn to before me on April 14, 2008.

_____
Notary Public

Commission No.:_____
My Commission Expires:

JoAnn E. (SEAL) GO
NOTARY PUBLIC
ST. CLAIR CO. MICH.

JoAnn E. Vargo
Notary Public, State of Michigan
County of St. Clair
My Commission Expires March 7, 2012
Acting in the county of Wayne