This instrument prepared by:
Cargill Law Department
Cargill, Incorporated
15407 McGinty Road West, MS 24
Wayzata, MN 55391

BILL GARRETT, Davidson County
Trans:T20090057690 DEEDWARR
Recvd: 08/24/09 11:01 5 pgs
Fees:28.00 Taxes:111.00
20090824-0079326

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER(s) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
IMI Tennessee, Inc.	IMI Tennessee, Inc.	Tax Map 82-6
2617 Grandview Avenue	2617 Grandview Avenue	Parcel 72 (part of)
Nashville, TN 37211	Nashville, TN 37211	

FOR AND IN CONSIDERATION of the sum of Ten dollars and no/100 ($10.00), cash in hand paid by the Grantee(s) and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, ***Cargill, Incorporated*** *have this day bargained and sold, and does hereby transfer and convey unto the said* ***IMI Tennessee, Inc.*** *the Grantees herein, their (successors), heirs and assigns, certain real estate in* ***Davidson County, Tennessee*** *as follows:*

See Exhibit A attached hereto and made a part hereof.

STATE OF Texas
COUNTY OF Montgomery *The actual consideration or value whichever is greater, for this transfer is $30,000.00*

CARGILL, INCORPORATED
BY: _____
NAME: Michael J. Taylor
ITS: Vice President

Subscribed and sworn to before me this the 10th *day of* August *2009.*

MIRANDA RUTH CHISUM
My Commission Expires
February 14, 2011

Notary Public Miranda Ruth Chisum

My commission expires: 2-14-2011 *(Affix Seal)*

This is unimproved ( ) property, known as _____ *improved ( )*
(House Number) (Street) (P.O. Address) (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantees their (successors), heirs and assigns forever we covenant that we are lawfully seized and possessed of said real estate in

fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth hereinafter.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons, claiming by, through or under the grantor.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hand this 10th *day of* August, *2009, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

CARGILL, INCORPORATED

By: _____

Name: Michael J. Taylor

Its: Vice President

STATE OF Texas
COUNTY OF Montgomery

Personally appeared before me, Miranda Chisum, a Notary Public in and for said County and State, Michael J. Taylor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 10th day of August, 2009.

_____ Miranda Ruth Chisum

Notary Public

My Commission Expires: 2/14/2011

MIRANDA RUTH CHISUM
My Commission Expires
February 14, 2011

EXHIBIT A

Being a portion of a parcel of Land in Nashville, First Civil District, Fifth Councilmanic District, Davidson County Tennessee, located west of Cowan Street, south of Cowan Court and along the easterly bank of the Cumberland River and being the southerly portion of Lot 1 on the plat of the Resubdivsion of Cowan Industrial Park Section 4 and Lot 3 Cowan Industrial Park Section 6, of record as Instrument No. 20090728-0070733, Register's Office of Davidson County, Tennessee being a portion of the property conveyed to Cargill, Inc. by deed of record in Book 6096, Page 851, R.O.D.C. and being more particularly described as follows:

Beginning at the most northwesterly corner of Parcel 72, as shown on the Plan of Cowan Industrial Park, Section 4 of record in Plat Book 5210, Page 165, R.O.D.C., located on the east margin of the Cumberland River;

THENCE, leaving said Cumberland River with the northerly line of said Parcel 72, S 83°02'00"E, passing an iron rod (old) at 416.14 feet for a total of 676.14 feet;

THENCE, leaving said northerly line with a severance line through Parcel 72 the following calls:

S09°41'31"E, 52.19 feet,
N83°02'00"W, 686.79 feet,
S21°12'00"W, 85.00 feet,
S74°00'00"W, 75.00 feet,
N83°02'00"W, 162.19 feet to the easterly side of the Cumberland River;

THENCE, with said easterly side of the Cumberland River, N02°02'00"E, 162.26 feet to the point of beginning.

Containing 60,282 square feet or 1.38 acres, more or less.

Being part of the same property conveyed to Cargill, Incorporated, a Delaware corporation by General Warranty Deed dated July 18, 1983 from Mitchell Steel, Inc. formerly called Mitchell, Inc., a Tennessee corporation, of record in Book 6096, page 851, Register's Office for Davidson County, Tennessee.

EXHIBIT B

1. Subject to all matters shown on the Plan of Cowan Industrial Park Section 4, of record in Plat Book 5210, Page 165, Register's Office for Davidson County, Tennessee.
2. Subject to all matters shown on the Plan of Resubdivision of Cowan Industrial Park, Section 4 & Lot 3 Cowan Industrial Park Section 6, of record as Instrument No. 20090728-0070733, in said Register's Office.
3. Restrictive Covenants and agreements of record in Book 4012, page 652, Register's Office for Davidson County, Tennessee, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap but does not discriminate against handicapped persons.
4. Easements granted Metro Government of Nashville and Davidson County, Tennessee, for Sanitary Sewers and/or Storm Drainage, of record in Book 5170, page 845, Register's Office for Davidson County, Tennessee.
5. Easement granted USA as of record in Book 2245, page 167, Register's Office for Davidson County, Tennessee, in connection with Cheatham Lock and Dam Project known as Tract I-1270-E.
6. Flowage Easement of record in Book 2155, page 341, 351, and 479, Register's Office for Davidson County, Tennessee.
7. Railroad Easement granted to Mitchell Steel Co., as of record in Book 4107, page 838, Register's Office for Davidson County, Tennessee.
8. Railroad Easement granted in Book 4041, page 496, Register's Office for Davidson County, Tennessee.
9. Easement for Interceptor sewer granted City of Nashville, by E.M. Lewis, et al, across premises as of record in Book 2297, page 189, Register's Office for Davidson County, Tennessee, and easement and agreement to said sewer as of record in Book 4016, page 851, Register's Office for Davidson County, Tennessee.
10. Easement for private railroad tract along the northeasterly corner reserved by Nashville Consolidated Warehouses, Inc.
11. Title to that portion of the premises within the bounds of the high and low water mark of the Cumberland River.
12. Sanitary Sewer Easement, Railroad Easements and Covenants contained in deed of record in Book 5984, page 851, Register's Office for Davidson County, Tennessee.
13. Conveyance of sanitary sewer mains to Metro of record in Book 6631, page 96, said Register's Office.
14. Conveyance of water mains to Metro of record in Book 6631, page 130, said Register's Office.
15. Access Easement Agreement by and between Cargill, Incorporated and IMI Tennessee, Inc. of record as Instrument No. 20090824-0079327, Register's Office of Davidson County, Tennessee.