This instrument was prepared by:
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Nelson Mullins Riley & Scarborough LLP
150 Fourth Avenue, North, Suite 1100
Nashville, Tennessee 37219

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER AND SEND TAX BILLS TO:	MAP/PARCEL NOS.:
Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, TN 100 Peabody Place, Suite 1100 Memphis, TN 38103	05011800000550 05011800000380

FOR AND IN CONSIDERATION of the sum of Ten ($10.00) 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, **MITSUBISHI ELECTRIC POWER PRODUCTS, INC.**, a Delaware corporation ("***Grantor***") has bargained and sold, and by these presents does transfer and convey unto **ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE**, a public not-for-profit corporation of the State of Tennessee ("***Grantee***"), and Grantee's successors and assigns, those certain parcels of land (collectively, the "***Property***") in Shelby County, State of Tennessee, being more particularly described on **Exhibit A** attached hereto.

This is improved real property identified as 2865 Riverport Road, Memphis, Shelby County, Tennessee 38109, and being the same property conveyed to Grantor by Quitclaim Deed of record at Instrument No. 19135669 in the Register's Office of Shelby County, Tennessee.

TO HAVE AND TO HOLD the said tracts or parcels of land with the rights, privileges, easements, appurtenances, improvements, estate, title, and interest thereto belonging to the said Grantee and Grantee's successors and assigns, forever.

Conveyance of the Property is made subject to the permitted exceptions listed on the attached **Exhibit B** (the "***Permitted Exceptions***").

Grantor covenants with the Grantee, its successors and assigns that it is lawfully seized and possessed of all interests in and to the Property free from all encumbrances, except the Permitted Exceptions. Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the Property to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed this 12th day of February, 2020.

MITSUBISHI ELECTRIC POWER PRODUCTS, INC.

By: _____
Name: Brian Heery
Title: President and CEO

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, BRIAN HEERY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President and CEO of MITSUBISHI ELECTRIC POWER PRODCUTS, INC. the "***Grantor***" of the within instrument, and that, as such President and CEO, he is authorized to execute this instrument on behalf of the Grantor.

[Notary Seal]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SHERRY L WATT
Notary Public
PINE TWP, ALLEGHENY COUNTY
My Commission Expires Mar 24, 2020

Sherry L. Watt
Notary Signature

Sherry L. Watt
Print Notary Name

My Commission Expires: 3/24/2020

SHERRY L WATT
COMMONWEALTH OF PENNSYLVANIA
NOTARY PUBLIC

STATE OF Tennessee)
COUNTY OF Davidson)

The actual consideration or value, whichever is greater for this transfer is $0.00, the Property being exempt pursuant to TCA 67-4-409(f)(i).

Jodean King
Affiant

Subscribed and sworn to before me this the 14th day of February 2020.

Melissa Ann Foster
Notary Public

MELISSA ANN FOSTER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES OCTOBER 2, 2023

My Commission Expires: 10/2/2023

EXHIBIT A

DESCRIPTION OF PROPERTY

BEING A DESCRIPTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE PROPERTY AS RECORDED IN INSTRUMENT 12147605 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, SHELBY COUNTY, TENNESSEE AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF RIVERGATE ROAD SOUTH (68.00 FOOT RIGHT-OF-WAY) WITH THE CENTERLINE LINE OF RIVERPORT ROAD (68.00 FOOT RIGHT-OF-WAY) (N 295461.57 - E 746737.49); THENCE S64°07'19"W ALONG THE CENTERLINE OF SAID RIVERPORT ROAD A DISTANCE OF 1855.80 FEET TO A POINT; THENCE N08°10'58"W A DISTANCE OF 44.09 FEET TO A POINT ON THE NORTHWESTERLY LINE OF RIVERPORT ROAD (84.00 FOOT RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING (N 294695.23 - E 745061.51); THENCE S64°07'19"W ALONG THE NORTHWESTERLY LINE OF SAID RIVERPORT ROAD (84.00 FOOT RIGHT-OF-WAY) A DISTANCE OF 2510.13 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE NORTHWESTERLY LINE OF SAID RIVERPORT ROAD FOLLOWING A 1358.00 FOOT RADIUS CURVE TO THE RIGHT AN ARC DISTANCE OF 47.53 FEET (CHORD S65°07'28"W 47.52 FEET) TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF STATE OF TENNESSEE PROPERTY AS RECORDED IN INSTRUMENT GX-3335 AT SAID REGISTER'S OFFICE; THENCE N06°28'02"E ALONG THE EAST LINE OF THE SAID STATE OF TENNESSEE PROPERTY A DISTANCE OF 4.19 FEET TO A POINT; THENCE N42°30'44"W ALONG THE NORTHEASTERLY LINE OF THE STATE OF TENNESSEE PROPERTY A DISTANCE OF 524.50 FEET TO A POINT; THENCE N52°35'28"W AND CONTINUING ALONG THE NORTHEASTERLY LINE OF THE SAID STATE OF TENNESSEE PROPERTY A DISTANCE OF 916.45 FEET TO A POINT; THENCE N04°32'58"E A DISTANCE OF 832.17 FEET TO A POINT ON THE EAST LINE OF MCKELLER LAKE; THENCE N36°09'06"E ALONG THE EAST LINE OF SAID MCKELLER LAKE A DISTANCE OF 267.30 FEET TO A POINT; THENCE N49°55'58"E AND CONTINUING ALONG THE EAST LINE OF SAID MCKELLER LAKE A DISTANCE OF 29.58 FEET TO A POINT ON THE APPROXIMATE LOW WATER LINE (ELEVATION 178) OF THE RIVERGATE BARGE CANAL; THENCE S80°49'22"E ALONG THE APPROXIMATE LOW WATER LINE OF SAID BARGE CANAL A DISTANCE OF 1860.35 FEET TO A POINT OF CURVATURE; THENCE AND CONTINUING ALONG THE APPROXIMATE LOW WATER LINE OF SAID BARGE CANAL FOLLOWING A 2235.00 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 1217.55 FEET (CHORD N83°34'15"E 1202.55 FEET) TO A POINT ON THE WEST LINE OF THE BURNS PHILP FOOD INC. PROPERTY AS RECORDED IN INSTRUMENT HY-6160 AT SAID REGISTER'S OFFICE; THENCE S08°10'58"E ALONG THE WEST LINE OF SAID BURNS PHILP PROPERTY A DISTANCE OF 741.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,235,663 SQUARE FEET, OR 97.237 ACRES.

BEING THE SAME PROPERTY TRANSFERRED BY SPECIAL WARRANTY DEED OF RECORD FROM MITSUBISHI ELECTRIC POWER PRODUCTS, INC. TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE AS RECORDED IN INSTRUMENT 12147605, AND SUBSEQUENTLY TRANSFERRED BY QUITCLAIM DEED OF RECORD FROM THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE TO MITSUBISHI ELECTRIC POWER PRODUCTS, INC., AS RECORDED IN INSTRUMENT 19135669, REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS IN AND TO EASEMENT RIGHTS BENEFITTING THE PROPERTY AND CONTAINED IN WARRANTY DEED OF RECORD IN INSTRUMENT NO. AT 7997 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Any and all back assessments for taxes that may be made by the city and/or county assessors for the year 2020 and subsequent years.

2. Easements to the City of Memphis and Shelby County of record in Book 2933, Page 445 as modified in Instrument No. H6 7047, in the Register's Office of Shelby County, Tennessee.

3. Easements to the City of Memphis contained in Deed of record in Book 3855, Page 578 as modified in Instrument No. H6 7047 as further modified in Instrument No. S9 9907, in the Register's Office of Shelby County, Tennessee.

4. Easement to the City of Memphis of record in Instrument No. F6 5933, as affected by Instrument Nos. 20011211, 20015367 and 20014054, in the Register's Office of Shelby County, Tennessee.

5. Permit of record in Instrument No. J4 8421, in the Register's Office of Shelby County, Tennessee.

6. Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. AT 7761 as amended by Amendment to Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. CS 6323 as modified by Declaration of Amendment of Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. CZ 1197 as amended by Second Amendment to Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. KU 2545 as affected by Agreement Regarding the Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. KU 2546 as amended by First Amendment to the Agreement Regarding the Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. LD 8995; as amended by Third Amendment to Declaration of Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. 01001739 as affected by Consent to Third Amendment to Declaration of Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. 01001740 as amended by Fourth Amendment to Declaration of Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. 07041552 as affected by Waiver of Certain Provisions contained in the Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. 09119230 and as affected by Agreement Regarding the Restrictive Covenants of Rivergate Industrial Port of record in Instrument No. 11052353, all in the Register's Office of Shelby County, Tennessee.

7. Easements and restrictions contained in Warranty Deed of record in Instrument No. AT 7997, in the Register's Office of Shelby County, Tennessee.

8. Easements and other matters as set forth in Judgment and Final Decree of record in Instrument No. 02134976, in the Register's Office of Shelby County, Tennessee.

9. Right of Way of record in Instrument No. 09125281, in the Register's Office of Shelby County, Tennessee.

10. Variable width MLG&W Easement, of record in Instrument No. 12029662, in the Register's Office for Shelby County, Tennessee.

11. Sanitary Sewer Easement of record in Instrument No. 11040476, in the Register's Office of Shelby County, Tennessee.

12. Easement Contract to the City of Memphis of record in Instrument No. 12052557, in the Register's Office of Shelby County, Tennessee.

13. Rights of the United States of America, State of Tennessee, and the public generally in and to that portion of the property lying below the mean high water mark of Rivergate Harbor, and the consequences of accretions and avulsions, resulting from the change in the flow of the waters of Rivergate Harbor.

14. Easements and incidental rights in that portion of the Land underlying public roads.

15. The rights of upper and lower riparian owners in and to the use of the waters of Barge Canal located on the premises and the natural and unobstructed flow thereof.

16. Rights, if any, of the property owners abutting said McKellar Lake in and to the waters of McKellar Lake and in and to the bed thereof.

17. Rights of parties in possession not shown by the Public Records.

18. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Michael K. Frye, RLS #807, The Reaves Firm on 1/20/2020, last revised 2/12/2020, designated Job No. 19-0210:
    a. Portions of the Land within 100 Year Flood Plain
    b. Headwall located within the 30' Sewer Easement on the Northern portion of the Land
    c. Headwall located within the 50' Sewer Easement on the Southwestern portion of the Land
    d. 100' unrecorded Drainage Easement along the eastern boundary line.