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 John W. Morse  
 Barnes & Thornburg LLP  
 One North Wacker Drive, Suite 4400  
 Chicago, Illinois 60606

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 09/23/2005 04:28 PM \$22.00  
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 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 FIRST AMERICAN TITLE  
 BY: KAM, DEPUTY - WI 7 P.

### SPECIAL WARRANTY DEED

This Special Warranty Deed (the "Deed") is executed by NINIGRET TECHNOLOGY WEST, L.C., a Utah limited liability company ("Grantor"), in favor of TRANSPORT ASSET MANAGEMENT L.L.C., a Utah limited liability company ("Grantee").

#### RECITALS

A. Grantor is the owner of approximately 29 acres of real property located in Salt Lake County, State of Utah, which is more particularly described on Exhibit A attached hereto (the "Property").

B. The Property is part of a larger parcel of land owned by Grantor (the "Site"), which encompasses approximately 107 acres.

C. The Site is subject to a Stipulation and Consent Agreement No. 92060130 (the "Consent Agreement") between the Utah Solid and Hazardous Waste Control Board and Engelhard Corporation, Grantor's predecessor, which Agreement has been assigned to Grantor.

D. Pursuant to the Consent Agreement, portions of the Site, including a portion of the Property, are subject to a Site Management Plan (the "Site Management Plan") dated June 2, 2004, approved by the Utah Department of Environmental Quality, Division of Solid and Hazardous Waste ("DEQ"), a certified copy of which is attached to a Notice of Site Management Plan for The Western Alum Ponds, dated July 19, 2004, 2004 and recorded in the office of the Salt Lake County Recorder on July 29, 2004 as Entry No. 9131855 in Book 9019, Page 4155. The Property is also encumbered by that certain Notice of Obligations dated July 19, 2004 and recorded with the Salt Lake County Recorder on July 29, 2004 as Entry No. 9131856, in Book 9019, at Page 4192.

E. Grantor wishes to convey, and Grantee wishes to accept the conveyance of, a portion of the Site, being the Property, in accordance with the terms of this Special Warranty Deed.

#### Deed

For the sum of Ten Dollars and other good and valuable consideration, Grantor hereby grants, conveys and warrants against all claiming by, through or under it, to Grantee, the Property;

SUBJECT TO the Permitted Exceptions described on Exhibit C attached hereto, which include taxes for the year 2005 and thereafter; and

SUBJECT FURTHER to the covenants, reservations and conditions set forth in Exhibit B attached hereto, which covenants, reservations and conditions Grantee, for itself and its assigns, transferees and successors in interest, agrees to be bound by and which are intended to, and shall, run with the Property and shall bind successors to the Property in perpetuity.

This Deed is intended to and does convey any after acquired title or interest to the Property that Grantor may hereafter acquire.

This Deed shall extend to and be binding upon, and every benefit hereof shall inure to, the parties hereto and their respective successors and assigns.

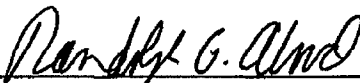
Grantor and Grantee have executed this Deed as of July \_\_, 2005.

**GRANTOR:**

**NINIGRET TECHNOLOGY WEST, L.C.,**  
a Utah limited liability company


By its sole Manager:

The Ninigret Group, L.C., a Utah limited liability company

By:   
Randolph G. Abood, Manager

**GRANTEE:**

**TRANSPORT ASSET MANAGEMENT**  
L.L.C., a Utah limited liability company

By:   
Jerry C. Bowlin, Vice President

New York  
STATE OF UTAH )  
New York: ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of September 2005, by Randolph G. Abood, in the capacity indicated.

Valerie E. Fields  
Notary Public

VALERIE E. FIELDS  
Notary Public, State Of New York  
No. 24-4754159  
Qualified in Kings County  
Commission Expires September 30, 2005

STATE OF Kansas,  
COUNTY OF Johnson ss.

The foregoing instrument was acknowledged before me this 2nd day of August 2005, by Jerry C. Bowlin, in the capacity indicated.

Debra A. Thomson  
Notary Public



**EXHIBIT "A "**

Escrow No. **310-4465751 (bcf)**  
A.P.N.: **15-18-200-014-0000**

A parcel of land located in the South Half of Section 7 and the North Half of Section 18, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the west line of the Southeast Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point being North 00°12'49" West 76.20 feet from the South Quarter Corner of said Section 7, the basis of bearing being North 89°58'00" West between said South Quarter Corner and the Southwest Corner of said Section 7, and thence parallel to the south line of said Section 7 South 89°57'57" East 640.08 feet; thence South 1,305.38 feet to a point of tangency of a 854.00 foot radius curve to the left; thence Southeasterly 728.33 feet along said curve through a central angle of 48°51'52" and a long chord of South 24°25'56" East 706.46 feet to the northerly line of the Utah Power and Light property described in that certain Warranty Deed recorded December 30, 1964 as Entry No. 2051505 in Book 2276 at Page 495 of the Salt Lake County records; thence along said northerly line North 64°26'02" West 1,155.85 feet; thence North 00°02'00" East 1,425.21 feet to a point of tangency of a 25.00 foot radius curve to the right; thence Northeasterly 39.27 feet along said curve through a central angle of 90°00'03" and a long chord of North 45°02'02" East 35.36 feet; thence South 89°57'57" East 84.56 feet to the POINT OF BEGINNING.

**EXHIBIT B  
TO  
SPECIAL WARRANTY DEED**

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**Covenants, Reservations and Conditions**

By acceptance of this Deed, Grantee agrees, for itself and its assigns, transferees and successors in interest, to be bound by all of the covenants set forth in this Exhibit B. In executing and delivering this Deed, Grantor reserves all of the rights reserved in this Exhibit B.

1. As used in this Deed, each of the terms defined in the Recitals shall have the meaning set forth therein. In addition, the following terms shall have the indicated meaning:

1.1 "Agricultural Use" means use of property to grow edible crops.

1.2 "Environmental Law" means any federal, state or local statute, regulation, rule, ordinance or common law pertaining to the protection of human health or the environment and any applicable orders, judgments, decrees, permits, licenses or other authorizations or mandates under such laws.

1.3 "Governmental Authority" means the government of the United States of America and any political subdivision thereof, state and local governments and any agency, authority, regulatory body, court or other entity exercising or having the functions of government.

1.4 "Hazardous Materials" means substances defined as "hazardous substances," "hazardous materials," "hazardous wastes" or "chemical substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et. seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § § 5101 *et. seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § § 6901 *et. seq.*; the Toxic Substances Control Act, 15 U.S.C. § § 2601 *et. seq.*; or any substance regulated, defined or listed under any federal, state or other governmental statute, ordinance, rule, regulation or policy pertaining to the protection of human health or the environment.

1.4 "Hazardous Materials" means substances defined as "hazardous substances," "hazardous materials," "hazardous wastes" or "chemical substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et. seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § § 5101 *et. seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § § 6901 *et. seq.*; the Toxic Substances Control Act, 15 U.S.C. § § 2601 *et. seq.*; or any substance regulated, defined or listed under any federal, state or other governmental statute, ordinance, rule, regulation or policy pertaining to the protection of human health or the environment.

1.5 "Residential Use" means use of property for any residential, school or day care purposes.

2. Site Management Plan. The parties acknowledge that the Property is subject to a Site Management Plan, imposed by DEQ or other Governmental Agency under Environmental

Laws, and designed to minimize human exposure to any residual contaminants within the Property. Accordingly, Grantee and Grantor hereby agree and covenant:

2.1 Grantee, at no cost to Grantee, shall cooperate with Grantor and DEQ or such other Governmental Agency in the implementation and administration of such Site Management Plan, and Grantee agrees to execute all documents reasonably requested by Grantor or the Governmental Agency in connection with the plan, including documents imposing restrictions on the use of the Property, requiring that Grantee and its successors provide certain worker or public notifications, and/or granting access and use rights as may be necessary to implement the Site Management Plan; provided however that nothing contained herein shall require Grantee to execute any document that imposes any restriction on Grantee's general ability to construct and operate a truck terminal, together with all ancillary uses thereto. In addition, Grantor shall not request anything of Grantee pursuant to the foregoing provisions of this Section 2.1 that is not reasonably necessary in order for Grantor to comply with the reasonable and appropriate requirements and requests of the Governmental Agency.

2.2 In the event that it conveys or transfers an interest in the Property to another party prior to the implementation of the Site Management Plan, Grantee agrees to cause the transferee to covenant to (a) cooperate with Grantor and DEQ or other appropriate Governmental Agency in the implementation and administration of such Site Management Plan, and (b) subject to Section 2.1, agree to execute all documents reasonably requested by Grantor or the Governmental Agency in connection with such plan, including documents imposing restrictions on the use of the Property, requiring that such transferee and its successors provide certain worker or public notifications, and/or granting access and use rights as may be necessary to implement the Site Management Plan. Grantor shall not request anything of such transferee and its successors pursuant to the foregoing provisions of this Section 2.2 that is not reasonably necessary in order for Grantor to comply with the reasonable and appropriate requirements and requests of the Governmental Agency.

2.3 In the event that Grantee conveys or transfers an interest in the Property to another person or entity after the implementation of the Site Management Plan, Grantee agrees to include in the instrument of transfer a notice stating that the Property is subject to the Site Management Plan and a reference to the location of the recorded document giving notice of the Site Management Plan and the restrictions applicable to the Property under the plan.

3. Easements. Grantor reserves temporary, non-exclusive easements over the Property for purposes of accessing, monitoring, sampling, observing and performing any other activities required under the Site Management Plan or the Consent Agreement, together with the right to authorize any Governmental Authority, their representatives and authorized contractors to use those easements for those purposes. To the extent practicable, Grantor shall exercise its easement rights during normal construction trade working hours and in all cases, absent an emergency, after advance written notice to Grantee outlining the scope of activities to be conducted on the Property and the nature of the facilities to be constructed or located thereon.

4. Subsequent Transfers. Grantee shall include in any deed or other instrument conveying or transferring an interest in the Property provisions substantially similar to those

contained in this Exhibit B, such that the transferee under such deed, title or instrument shall be bound by those provisions to the same extent as Grantee.

5. Benefited Land. Grantee acknowledges that the covenants contained in this Exhibit B are intended to, and do benefit, lands retained by Grantor located in Salt Lake County, Utah.

6. Modifications. The provisions of this Exhibit B may not be modified without the consent of DEQ or its legal successor.