

#1/4

Selected Parcels Feature

[ParcelNumber]	3-06-00-027.04
[AccountNumber]	53231
[CardCount]	1
[District]	2800
[DeedBook]	69D
[DeedPage]	710
[SaleDate]	1998-12-01 00:00:00.0000000
[LandSizeDescription]	ACRE
[Acreage]	23.44
[OwnerName]	JOHNS MANVILLE INTERNATIONAL
[TaxpayerName]	ATTN TAX DEPT
[PropertyLocation]	991 995 MOUNT PLEASANT RD SPARTANBURG
[LegalDescription]	N SIDE MT PLEASANT RD & W OF CLINCHFIELD RAILROAD PB 143-245-246
[SaleAmount]	8168493
[PropertyType]	TIDI
[YearBuilt]	
[LandUse]	OTHER MISC. MANUFACTURING
[LivingArea]	
[TotalArea]	1584
[Units]	
[InstrumentNumber]	DEE-1999-94

DEED 90- PG 710

1999 JAN 5 PM 2:21

Portion of Block Map: 3-26-00-027.00

DOCUMENTARY STAMPS

30 223 45

Grantee's Mailing Address: Johns Manville International, Inc.
 717 17th Street
 Denver, CO 80202
 Attn: Tax Department

RECORDED
 99 JAN -5 PM 2:24
 S.C.
 SPARTANBURG, S.C.

STATE OF SOUTH CAROLINA)
) DEED OF REAL ESTATE
 COUNTY OF SPARTANBURG)

KNOW ALL MEN BY THESE PRESENTS, that HNA Holdings, Inc., a Delaware corporation, being the successor corporation of Hoechst Celanese Corporation, American Hoechst Corporation, Hoechst Fibers Incorporated, and Hyston Fibers Incorporated (the "Grantor") in the State aforesaid, for and in consideration of One Hundred (\$100.00) Dollars and other valuable consideration, to it in hand paid by Johns Manville International, Inc., a Delaware corporation, (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these Presents does grant, bargain, sell and release, unto the Grantee, its successors and assigns the following described property, to wit:

ALL those certain pieces, parcels or tracts of land situate, lying and being in the Spartanburg County, South Carolina, together with certain easements, all as more fully described on the attached Exhibit A (collectively, the "Premises").

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, conditions and easements set forth in Exhibit "B", attached hereto and incorporated herein by reference (collectively the "Permitted Exceptions").

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the Premises and easements before mentioned, unto the said Grantee, its successors and assigns forever.

AND, subject to the Permitted Exceptions, Grantor does hereby bind itself, its Successors and Assigns to warrant and forever defend, all and singular, the Premises unto the Grantee, its Successors and Assigns, against itself and its Successors or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officer(s), on the 29th day of December, 1998 and delivered to the Grantee on 31 December 1998:24:00 p.m.- 1 January 1999:00:00 a.m.

+ \$14.00

11/19/98 3:04 105991084

~~11/19/98 3:04 105991084~~ ~~11/19/98~~

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SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

HNA HOLDINGS, INC.

Donna Graham
(First Witness)By: *James Mabon*
James Mabon
Its Assistant Secretary*Kathy M. Murchand*
(Second Witness)STATE OF North Carolina)
COUNTY OF Mecklenburg)

ACKNOWLEDGMENT

This instrument was acknowledged before me by HNA Holdings, Inc., by James Mabon,
its Assistant Secretary, this 27th day of December, 1998.SWORN to before me this 27th
day of December, 1998.*Jennifer L. Barnaba*
Notary Public for State of North Carolina/Mecklenburg Co.
My Commission Expires: 8/31/03Jennifer L. Barnaba
State of North Carolina
County of Mecklenburg
#19982370084
Expiration date 8/31/2003

DEED 69-D - PG 712

Exhibit A
Deed from HNA Holdings, Inc. to
Johns Manville International, Inc.

MONOBOND SITE

All that certain piece, parcel or tract of land, situate, lying and being in Spartanburg County, State of South Carolina, located on the north side of Interstate Highway No. 85 and on the west side of Clinchfield Railroad right of way, measuring and containing 23.90 acres, more or less and more fully shown on that certain survey by William A. Blackwood, Blackwood Associated Inc. dated September 16, 1998 and revised November 20, 1998, entitled "Survey For Johns Manville Monobond Facility Spartanburg, S.C." recorded December 7, 1998, in Plat Book 143, Page 246, (the "Monobond Plat") having such measurements, metes, buttings and boundings as set forth on such plat which is incorporated herein by reference.

LESS AND EXCEPT from the above described real property those certain tracts or parcels of land designated on the Monobond Plat as follows (the "Monobond Out Parcels") and previously transferred to Arteva Specialties S.à.r.l., a Luxembourg corporation ("Arteva") by deed dated December 8, 1998 and recorded in Deed Book 69-A, Page 521 (the "Arteva Deed"):

1. "Duke Power Station #2" containing 0.41 acres, more or less
2. "OCB Yard" containing 0.05 acres, more or less
3. "Elec. Switchhouse #3", containing 0.02 acres, more or less

LESS AND EXCEPT a permanent, non-exclusive, appendant and appurtenant, transferable, transmissible, commercial easement for pedestrian and vehicular access, ingress and egress to and from the Arteva silos located within the Monobond Site across the existing road known as "Pipeline Drive" running along the eastern boundary of the Monobond Site, from the road entrance in the southeastern corner of the property at "L11" thence proceeding north to the northeastern corner of the Monobond Site, to the road known as "Monofil Drive" at "L6" as more fully shown on the insert to the Monobond Plat entitled "Silo & Truck Loading/Unloading Easement. Shown for Clarity".

LESS AND EXCEPT a permanent, non-exclusive, appendant and appurtenant, transferable, transmissible, commercial easement for access, ingress and egress to and from the Monobond Out Parcels more fully described above.

With respect to the easements across the Monobond Site granted to Arteva in the Arteva deed, the Grantor transfers, assigns and conveys to the Grantee all of its reserved rights in such easements, including the right to approve persons using such easements and the right to enforce vehicle rules and policies.

SAVING AND EXCEPTING rights in and to that certain property located on the

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Monobond Site as more fully described in the unrecorded Retained Property Agreement between HNA Holdings, Inc. and Arteva dated December 7, 1998 (the "Retained Property Agreement") which agreement has been assigned and assumed by Johns Manville International, Inc.

BEING a portion of Tracts 8 and 14 conveyed to Hystron Fibers Incorporated, a Delaware corporation, by deed of Hercules Incorporated dated September 16, 1966, and recorded on September 28, 1966, in Book 32X at Page 345 in the R.M.C. Office for Spartanburg County, South Carolina and being a portion of the property conveyed to HNA Holdings, Inc. by deed of Spartanburg County dated December 2, 1998 and recorded in Deed Book 68Z, Page 480 on December 4, 1998.

WAREHOUSE SITE

All that certain piece, parcel or tract of land, situate, lying and being in Spartanburg County, State of South Carolina, located on the north side of Interstate Highway No. 85 and on the west side of Clinchfield Railroad right of way, measuring and containing 17.34 acres, more or less and more fully shown on that certain survey by William A. Blackwood, Blackwood Associated Inc. dated September 16, 1998 and revised November 20, 1998, entitled "Survey For Johns Manville Warehouse Site Spartanburg, S.C." recorded December 7, 1998 in Plat Book 143, Page 247, (the Warehouse Plat") having such measurements, metes, buttings and boundings as set forth on such plat which is incorporated herein by reference.

BEING a portion of the property conveyed to Hystron Fibers Incorporated, a Delaware corporation, by deed of J. Bruce Foster dated and recorded on April 11, 1968, in Book 34P at Page 474, a portion of the property conveyed to Hystron Fibers Incorporated, a Delaware corporation, by deed of Josephine Berry dated and recorded on January 12, 1971, in Book 37R at Page 764 and a portion of Tract 14 conveyed to Hystron Fibers Incorporated, a Delaware corporation, by deed of Hercules Incorporated dated September 16, 1966, and recorded on September 28, 1966, in Book 32X at Page 345 in the R.M.C. Office for Spartanburg County, South Carolina and being a portion of the property conveyed to HNA Holdings, Inc. by deed of Spartanburg County dated December 2, 1998 and recorded in Deed Book 68Z, Page 480 on December 4, 1998.

EASEMENTS

TOGETHER WITH a permanent, non-exclusive, appendant and appurtenant, transferable, transmissible, commercial easement for pedestrian and vehicular access, ingress and egress sixty-six (66') feet in width across the area delineated as "Hoechst Road/Road S42 800 on that certain survey by William A. Blackwood, Blackwood Associated Inc. dated September 16, 1998 and revised November 20, 1998, entitled "Survey Showing Road Right of Way For Johns Manville Spartanburg, S.C." recorded December 7, 1998 in Plat Book 143, Page 245, (the "Easement Plat") from the publicly dedicated right of way of "Hoechst Road" to the publicly dedicated right of way of Mt. Pleasant Road (S42 754) all as more fully shown on the Easement

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Plat (the "Road Easement").

TOGETHER WITH a permanent, non-exclusive, appendant and appurtenant, transferable, transmissible, commercial easement for pedestrian and vehicular access, ingress and egress and utilities sixty-six (66') feet in width running from the Road Easement to the Monobond Site at the area delineated generally by the designation "L16" as more fully shown on the Easement Plat (the "Main Entrance Easement").

TOGETHER WITH a permanent, non-exclusive, appendant and appurtenant, transferable, transmissible, commercial easement for pedestrian and vehicular access, ingress and egress and utilities sixty-six (66') feet in width running from the Road Easement to the Monobond Site, at the area located west of the Main Entrance Easement and delineated generally on the Easement Plat (the "Secondary Entrance Easement").

TOGETHER WITH permanent, exclusive, appendant and appurtenant, transferable, transmissible, commercial easements for water lines ten (10') feet in width running from and to the Warehouse Site and the Monobond Site as more fully shown on the Easement Plat (the "Water Easement").

TOGETHER WITH permanent, exclusive, appendant and appurtenant, transferable, transmissible, commercial easements for power lines ten (10') feet in width running from and to the Warehouse Site and the Monobond Site as more fully shown on the Easement Plat (the "Power Easement").

TOGETHER WITH a permanent, exclusive, appendant and appurtenant, transferable, transmissible, commercial easement for a septic tank tile field area 25 feet by 75 feet as more fully shown on the Warehouse Plat (the "Septic Field Easement").

TOGETHER WITH a permanent, non-exclusive, appendant and appurtenant, transferable, transmissible, commercial easement for pedestrian and vehicular access, ingress and egress across the road known as "Spunbond Street" leading from the southeastern corner of the Monobond Site in an eastern direction to the intersection of the road known as "Pipeline Drive", thence in a northerly direction along Pipeline Drive to the Monobond Site, having such size, dimensions and location as more fully shown on the Monobond Plat (the "Silo Road Easement"). The Grantee, its successors, assigns, employees, agents and invitees agree to abide by Arteva's vehicle rules and policies, including the restrictions on personal vehicles and speed limits.

TOGETHER WITH a permanent, non-exclusive, appendant and appurtenant, transferable, transmissible, commercial easement for pedestrian and vehicular access, ingress and egress across the road known as "Spunbond Street" leading from the southeastern corner of the Monobond Site in an easternly direction to the intersection of road running north and south known as "HCC Industrial Drive", thence northerly across HCC Industrial Drive to the intersection of the road running east and west known as "Monofil Drive", thence westerly along Monofil Drive to the northeastern corner of the Monobond Site at "L6" (the "Loop Road Easement"). The

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Grantee, its successors, assigns, employees, agents and invitees agree to abide by Arteva's vehicle rules and policies, including the restrictions on personal vehicles and speed limits and to limit use of the Loop Road Easement to those times when the access around the eastern boundary of the Monobond Site is temporarily blocked by the Grantor. With respect to the Loop Road Easement, the Grantee agrees that only persons designated and approved on a periodic basis by Arteva shall have access over and across the Loop Road Easement.

The above described easements are identical to the easements reserved by the Grantor in the Arteva Deed and the Grantor transfers, assigns and conveys to the Grantee all of its reserved rights in such easements, including the rights to promulgate reasonable rules and regulations concerning access across the burdened estate for the purposes of protecting the security of its facilities and of furthering operational requirements for such facilities. Grantee agrees that any dispute arising with respect to such rules and regulations shall be resolved in accordance with the procedures set forth in the Retained Property Agreement. The Grantor affirms that Arteva has no right to promulgate any rules or regulations with respect to the Grantee's use of the Road Easement, the Main Entrance Easement or the Secondary Entrance Easement which limits, qualifies or denies the Grantee's access to the Monobond Site.

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**EXHIBIT B
PERMITTED EXCEPTIONS**

1. Flood rights granted by A.C. Black to Clifton Manufacturing Company by instrument dated April 1, 1891 recorded in the RMC Office for Spartanburg County in Book NNN, Page 393.
2. Easement between W.M. Easler and Duke Power Company dated April 7, 1937 and recorded in the RMC Office for Spartanburg County in Book 9E, Page 297.
3. Easement between J.M. Easler and Duke Power Company dated April 7, 1937 and recorded in the RMC Office for Spartanburg County in Book 9E, Page 298.
4. Easement between Fannie Ward Spencer and Duke Power Company dated June 10, 1937 and recorded in the RMC Office for Spartanburg County in Book 9E, Page 284.
5. Easement between G. B. Easler, Lee Easler, Annie E. Moore, Lillie E. Poteat, Irene E. Jackson, Pearl E. Arthur, Fannie E. Hammett, Ola E. Cooksey, Seth Easler and Callie Coggins and Duke Power Company dated April 10, 1940 and recorded in the RMC Office for Spartanburg County in Book 9U, Page 574.
6. Easement between Fannie Spencer and Duke Power Company dated July 5, 1940 and recorded in the RMC Office for Spartanburg County in Book 9U, Page 592.
7. Easement between Edna Tisdale and Duke Power Company dated July 5, 1940 and recorded in the RMC Office for Spartanburg County in Book 9U, Page 598.
8. Easement between Claud Ward and Duke Power Company dated July 5, 1940 and recorded in the RMC Office for Spartanburg County in Book 9U, Page 605.
9. Easement between Mary Lee Easler Petty and Duke Power Company dated July 19, 1940 and recorded in the RMC Office for Spartanburg County in Book 9U, Page 586.
10. Easement between Edward L. Oglesby and Duke Power Company dated January 14, 1957 and recorded in the RMC Office for Spartanburg County in Book 22Z, Page 326.
11. Easement between M. B. Roper and Duke Power Company dated May 12, 1964 and recorded in the RMC Office for Spartanburg County in Book 30F, Page 215.
12. Right of Way Agreement between Mary Lee Easler Petty and Duke Power Company dated July 9, 1965 and recorded in the RMC Office for Spartanburg County in Book 31M, Page 165.
13. Easement between Hystron Fibers Incorporated and Duke Power Company dated April 2,

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1969 and recorded in the RMC Office for Spartanburg County in Book 35U, Page 454.

13. Right of Way Easement between Hoechst Celanese Corporation and Duke Power Company dated February 23, 1993 and recorded in the RMC Office for Spartanburg County in Book 60K, Page 570.
14. Easement between Hoechst Ind. and Southern Bell Telephone and Telegraph Company dated February 21, 1992 and recorded in the RMC Office for Spartanburg County in Book 58P, Page 634.
15. Right of Way Agreement between Hystron Fibers, Inc. and Piedmont Natural Gas Company, Inc. dated December 6, 1966 and recorded in the RMC Office for Spartanburg County in Book 33F, Page 419.
16. Right of Way Easement between Hoechst Celanese Corporation and The Commissioners of Public Works of the City of Spartanburg, South Carolina dated April 6, 1966 and recorded in the RMC Office for Spartanburg County in Book 64E, Page 671.
17. Lease between Hystron Fibers Incorporated and Duke Power Company dated November 21, 1969 and recorded in the RMC Office for Spartanburg County in Book 36L, Page 552.
18. Lease between Hercules Incorporated and Duke Power Company dated August 2, 1966 and recorded in the RMC Office for Spartanburg County in Book 32T, Page 314.
19. Unrecorded Retained Property Agreement dated December 7, 1998 by and between HNA Holdings, Inc. and Arteva concerning certain property located on the Premises.
20. Matters shown on the Monobond Plat, the Warehouse Plat and the Easement Plat as defined in Exhibit A.

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STATE OF SOUTH CAROLINA }
 } AFFIDAVIT
 COUNTY OF SPARTANBURG }

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at I-85/Hoechst Drive, Spartanburg, SC, bearing Spartanburg County Tax Map Number 3-06-00-027.00, was transferred by HNA Holdings, Inc. to Johns Manville International, Inc. on _____.
3. Check one of the following: The deed is
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary
 - (c) _____ exempt from the deed recording fee because (See information section of Affidavit): _____
 (If exempt, please skip items 4-7, and to item 8 of this affidavit).
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this Affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____
 - (b) _____ The fee is computed on the fair market value of the realty which is _____
 - (c) x The fee is computed on the fair market value of the realty as established for property tax purposes which is \$8,168,493.00
5. Check YES _____ or NO x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is: _____
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$8,168,493.00
 - (b) Place the amount listed in item 5 above here: 0.00
 (If no amount is listed, place zero here)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$8,168,493.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$30,223.45
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller

THIS DOCUMENT
MARGINAL
FOR IMAGING

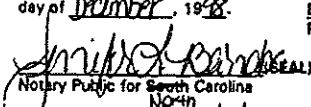
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9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

SWORN to before me this 27th
day of December, 1998.

HNA Holdings, Inc.
By: James Mabon, Its Assistant Secretary
Print or Type Name Here


Notary Public for South Carolina
North

My commission expires: 8/31/03

Jennifer L. Barnaba
State of North Carolina
County of Mecklenburg
#19982370084
Expiration date 8/31/2008

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interests and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of the State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 65 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantor's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.