

GRANTOR:

Carrier Commercial Refrigeration, Inc.
a Delaware Corporation
c/o Carrier Corporation
One Carrier Place
Farmington, Connecticut 06034-4015
Telephone #: 860-674-3000

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GRANTEE:

Rainey Road LLC
a Delaware limited liability company
10700 Highway 55
Suite 300
Plymouth, MN 55441
Telephone #: (612) 766-8282

INDEXING INSTRUCTIONS: The land subject to this instrument is located in Lot 7 & 8, Replat, Section A, Holiday Industrial Park in Section 13, T1S, R6W, Olive Branch, DeSoto County, MS

**THIS INSTRUMENT WAS PREPARED BY, AND
AFTER RECORDING SHOULD BE RETURNED TO:**

Brunini, Grantham, Grower & Hewes, PLLC
P.O. Drawer 119
Jackson, MS 39205
(601) 948-3101
Attn: Bo Harwell
Bar #: 101830

Upon recording please return to:
First American Title Insurance Co.
1900 Midwest Plaza
801 Nicollet Mall
Minneapolis, MN 55402
NCS 393611 MPLS (KAm)
612-305-2000

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **Carrier Commercial Refrigeration, Inc.** ("Grantor"), does hereby grant, bargain, sell, convey and warrant specially unto **Rainey Road LLC** ("Grantee") the following described land and property lying and being situated in the City of Olive Branch, County of DeSoto, State of Mississippi, to-wit:

Lot 7 & 8, Replat, Section A, Holiday Industrial Park, in Section 13, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi as

shown by plat thereof appearing of record in Plat Book 14, Pages 11-15, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance and the warranty hereof are subject to the Permitted Exceptions set forth in Exhibit "A" attached hereto

Ad valorem taxes for the current year have been prorated between the parties as of the date hereof based on the amount of such taxes for the 2009 year. If the actual ad valorem taxes for the current year are greater or less than the amount for the 2009 year, Grantor or Grantee, as appropriate, will promptly pay, on demand, its prorata portion of the difference.

WITNESS THE SIGNATURE of the undersigned as of the 20th day of August, 2009.

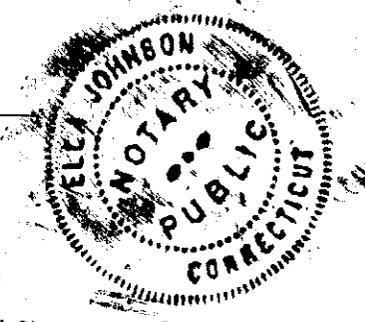
Carrier Commercial Refrigeration, Inc.
a Delaware corporation

By: Paul Fraipont
PAUL FRAIPONT
Title: AUTHORIZED SIGNATORY

STATE OF Connecticut
COUNTY OF Hartford Fraipont

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of August, 2009, within my jurisdiction, the within named Paul Fraipont, who acknowledged that (he) (she) is Authorized Signatory Carrier Commercial Refrigeration, Inc., a Delaware corporation and that for an on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Ella Johnson
NOTARY PUBLIC



My commission expires:

Ella Johnson
Notary Public
My Commission Expires Jan. 31, 2014

Ella Johnson
Notary Public
My Commission Expires Jan. 31, 2014

EXHIBIT "A"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2009 and subsequent years, not yet due and payable.
2. All oil, gas and mineral leases, easements, mineral reservations and conveyances, rights-of-way, building and zoning restrictions and restrictive covenants recorded in the office of the Chancery Clerk of DeSoto County at Olive Branch, Mississippi and which affect the above-described property.
3. Construction Easement granted to DeSoto County, Mississippi recorded in Book 354, Page 187.
4. Restrictive covenants, easements and setback lines as shown on recorded in Plat at Plat Book 10, Page 10 and at Plat Book 14, Page 11. As to the restrictions for Section A, Holiday Industrial Park attached to Deed Book 106, Page 31, the Company affirmatively insures as of the effective date of commitment that a valid extension of these restrictions have not been filed in the Deed Records of DeSoto County, Mississippi. The Company also affirmatively insures that the recapture right to Holiday Inns, Inc. (Paragraph 108) does not affect subject property and the repurchase right to Holiday Industrial Park (Paragraph 109) does not apply to subject property.
5. Restrictive covenants recorded in Book 106, Page 31 as referenced on recorded plat; and amended by instrument recorded in PA Book 44, Page 444. As to the restrictions for Section A, Holiday Industrial Park attached to Deed Book 106, Page 31, the Company affirmatively insures as of the effective date of commitment that a valid extension of these restrictions have not been filed in the Deed Records of DeSoto County, Mississippi. The Company also affirmatively insures that the recapture right to Holiday Inns, Inc. (Paragraph 108) does not affect subject property and the repurchase right to Holiday Industrial Park (Paragraph 109) does not apply to subject property.
6. Matters reflected on Survey by SMW Engineering Group, Inc., dated January 22, 2009 as Job No. 09-01-003:001, as follows: (a) building encroachment 4.5' into setback line; (b) building encroachment 9.9' into setback line; (c) setback lines; and (d) concrete encroachment into utility easement located in northwest corner.