This Instrument Prepared by:

Charles E. Griffith, III
Griffith and Stokes
26th Floor
First American Center
Nashville, Tennessee 37238

BOOK 5002 PAGE 1

MAP-PARCEL NUMBERS

Map 121
Parcel 32 and 4

ADDRESS OF NEW OWNER:

Metropolitan Nashville Airport Authority
P. O. Box 37208
Nashville, Tennessee 37217

SEND TAX BILLS TO:

same

INSTALLMENT DEED

For and in consideration of the sum of Two Hundred Thousand Dollars ($200,000), paid in cash by Metropolitan Nashville Airport Authority, the receipt of which is hereby acknowledged, MISC 8* 34.00 * 34.00 and certain other payments contained in an installment note, of even date herewith, and to secure the payment of said Note, a lien is expressly retained on the land herein conveyed, Elizabeth Dobson Campbell has this day bargained and sold, and does hereby transfer and convey unto the said Metropolitan Nashville Airport Authority and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Land in the 3rd formerly 2nd, Civil District of Davidson County, Tennessee, being parts of Lots Nos. 6, 7 and 8 of the William Matlock Lands, a plan of which is recorded in Minute Book "Q" page 329 of the Circuit Court of Davidson County, Tennessee, described as follows:

BEGINNING at a stone in the center of Franklin College and Stones River Turnpike, the southeast corner of said Lot No. 6; thence running north 2-1/2° east 89.4 poles to a stone, the northeast corner of said Lot No. 8; thence north 87-1/2° west along the north line of said Lot No. 8, 197 poles to the northeast corner of a tract of land (being the westerly part of said Lots Nos. 6, 7 and 8) conveyed to R. H. Pully by deed from A. W. Harris and wife, of record in Book 405, page 143, Register's Office for said County; thence south 2-1/2° west with the eastern boundary line of said tract of land 86 poles to a point in the center of said Franklin College and Stones River Turnpike, the southeast corner of said tract of land conveyed to R. H. Pully; and thence with the center of said turnpike to the beginning, containing 107.78 acres, more or less.

Being the same property conveyed to Elizabeth Dobson Campbell and husband, Ernest Campbell, of record in Book 2093, page 95, said Register's Office. The said Ernest Campbell, having since died.

Also transferred and sold to the Metropolitan Nashville Airport Authority is all interest which Elizabeth Dobson Campbell has in a lease agreement dated July 1, 1969, between Elizabeth Campbell as Lessor and Hoover, Inc. as Lessee, a short form of which lease is recorded in book 4374, page 986, Register's Office for Davidson County, and a complete copy of which is attached to this instrument.

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Metropolitan Nashville Airport Authority, its successors and assigns forever, she covenants that she is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as hereinafter provided.

She further covenants and binds herself, her heirs and representatives, to warrant and forever defend the title to said real estate to said Metropolitan Nashville Airport Authority, its successors and assigns, against the lawful claims of all persons.

Seller hereby expressly warrants that the only encumbrances on the property are as follows:

(1) Easement granted United States of America, by J. S. Sherrill and wife, of record in Book 1237, page 688, being for TVA easement, said easement being 100 feet wide for power utility lines.

(2) Easement granted to Colonial Pipeline Company, a Delaware Corporation, by Elizabeth Dobson Campbell and husband, as of record in Book 3641, page 385, being a right-of-way for pipe line with the right to construct, maintain, inspect, operate, protect, replace, repair, or change the size of, for transportation of liquids and/or gases on the therein described premises, being 30 feet wide together with the right of ingress and engress over said land for the maintenance of said right-of-way.

(3) Terms and conditions of a lease agreement by and between Elizabeth Campbell, Lessor, and Hoover, Inc., Lessee, dated July 1, 1969, of record in Book 4364, page 986, said Register's Office, a copy of which is attached to this deed and made a part hereof as if copied in full.

(4) Easement conveyed to Colonial Pipeline Company of record in Book 4584, page 112, said Register's Office.

And now, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of One Dollar, to it in hand paid, it, the said Metropolitan Nashville Airport Authority does hereby transfer and convey unto, Charles F. Frazier, Trustee, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest hereto belonging, for the purposes aforesaid only.

Now, if it, the said Metropolitan Nashville Airport Authority shall pay the Note aforesaid when due, according to its terms then this trust conveyance shall be of no further force or effect. But if it fails to pay any one of said note payments promptly when due, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said note, all remaining unpaid installments shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. It agrees, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. It further agrees that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser

shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

> 1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the executing of this conveyance, or the enforcement of said lien, also the expenses of any such litigation.
>
> 2nd. To the payment of all taxes which may be owed and due and unpaid on said premises.
>
> 3rd. To the payment of all unpaid note installments herein secured, and any and all sums expended in the protection of said property, as herein authorized.
>
> 4th. The residue, if any, will be paid to the Metropolitan Nashville Airport Authority, its representatives, or assigns.

In case of the death, absence, inability or refusal to act of said Trustee, at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to Charles F. Frazier, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to this trusteeship.

BOOK 5002 PAGE 5

IN WITNESS WHEREOF, we, the said Elizabeth Dobson Campbell and the Metropolitan Nashville Airport Authority hereunto set our hands at Nashville, Tennessee, this the 2 March day of _____, 1976.

Elizabeth Dobson Campbell
ELIZABETH DOBSON CAMPBELL

ATTEST:

Secretary

METROPOLITAN NASHVILLE AIRPORT AUTHORITY

By: Harold J. Black
Chairman, Board of Commissioners

Executive Director

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Kona Moore, a Notary Public of the State and County aforesaid, personally appeared Albert J. Huber, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Executive Director of the Metropolitan Nashville Airport Authority, a corporation, and that he as such Executive Director being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Executive Director.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 1st day of March 1976.

Kona Moore
NOTARY PUBLIC

NONA R. MOORE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires:

My Commission Expires August 23, 1976

IDENTIFICATION REFERENCE

MAR 3 10 24 AM '76

REGISTER DAVIDSON COUNTY, TENN.

D38537

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BOOK 5002 PAGE 6

Personally appeared before me, Sandra L. Dolan, a Notary Public in and for said County and State, the within named Elizabeth Dobson Campbell, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 2nd day of March, 1976.

Sandra L Dolan
NOTARY PUBLIC

ROSEMARY SANDRA L. DOLAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires:
4/27/77

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, J. R. ENNIS, a Notary Public of the State and County aforesaid, personally appeared Harold J. Black, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chairman of the Board of Commissioners of the Metropolitan Nashville Airport Authority, a corporation, and that he as such Chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Chairman.

WITNESS my hand and seal, at office in NASHVILLE, Tennessee, this 1ST day of MARCH, 1976.

J. R. Ennis
NOTARY PUBLIC

J. R. ENNIS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires:

My Commission Expires Nov. 23, 1979

LEASE AGREEMENT BOOK 5002 PAGE 7

This Lease Agreement is made and entered into this 1st day of July, 1969, by and between Elizabeth Campbell, Lessor, and Hoover, Inc., a Tennessee Corporation, Lessee.

WHEREAS, Lessor warrants that she is the owner in fee simple of, and has good and merchantable title to a certain parcel of land located in the Thirteenth Councilmanic District of Davidson County, and traversed by McCrory Creek Road, and referred to herein as two tracts, the first containing forty-eight acres, more or less, and the second immediately east of and adjoining the first tract, containing 59 acres, more or less, or a total of 107 acres, more or less, said tracts sometimes hereinafter being referred to as Tract A and Tract B, respectively, and being more particularly described in the property description and sketch attached hereto and made a part hereof.

Said parcel is a part of the property conveyed to Lessor and her now deceased husband, Ernest Campbell, as tenants by the entireties, by deed from Ernest Campbell of record in Book 2093, page 85, Register's Office for Davidson County, Tennessee; and

WHEREAS, the parties hereto are desirous of providing for their future rights and responsibilities in relation to the said land;

NOW, THEREFORE, for and in consideration of the sum of one ($1.00) Dollar paid to Lessor by Lessee, receipt of which is hereby acknowledged, and other good and valuable consideration including the examination of the premises heretofore made and hereafter to be made by Lessee, and including the mutual execution of this instrument, the parties hereto do agree and intend to be legally bound as follows:

PHOTO COPY

(1) Lessor for herself and her executors, administrators and assigns, does hereby lease, demise and let to Lessee, its successors, and assigns, subject to the terms and provision hereof, the above Tracts A and B together, consisting of a total of approximatel y One Hundred Seven (107) acres.

(2) The term of this lease shall be for a period of five years from January 1, 1969, and the Lessee shall have options to renew and continue same for three additional periods of five years each, provided notice of the exercise of such option shall be given in writing and delivered to Lessor at least 90 days prior to the end of any term.

(3) Subject to the provisions of paragraph 9a hereafter, Lessee hereby agrees to pay Lessor as a rental or royalty the sum of five (5) cents per ton for all stone, rock, gravel and other construction materials mined, removed and sold by Lessee from Lessor's premises; and for the first ten years of this lease, (original five year period, and first five year option, if exercised) the sum of five (5) cents per ton for all stone, rock, gravel and other construction materials, not mined on Lessor's premises, but crushed or otherwise processed on said premises and sold therefrom. After the end of said ten year period, the Lessee shall receive the sum of five (5) cents per ton for all stone, rock, gravel and other construction materials, mined, removed and sold by Lessee from Lessor's premises, and the sum of four (4) cents per ton for all stone, rock, gravel and other construction materials not mined on Lessor's premises, but crushed or otherwise processed on said premises and sold therefrom. Measurement shall be determined by scale weights, and using 2,000 pounds per ton. Payment of the rental or royalty shall be made by Lessee by the 20th day of each calendar month with respect to

all stone, rock, gravel and other construction materials sold and removed from the premises in the preceding calendar month.

(4) Lessor hereby expressly grants to Lessee the following rights during the term of this Lease and any extensions thereof under any of the three option periods provided for hereinabove:

(a) The exclusive right to mine, quarry, crush, remove, sell, trade and market stone, rock, gravel and any other construction material (other than soil and dirt, which is expressly reserved by Lessor, and which Lessor may use remove or sell, provided Lessor does so without interfering in any way with Lessee's installations or operations) which Lessee may wish to mine, quarry, or otherwise remove and sell from Tract A and the right to do all things reasonably incident thereto, and the right to stockpile such materials upon said leased premises, and the right to dump overburden and other waste materials upon the leased premises; provided, however, that stone may not be quarried from Tract B.

(b) The right to go in and out freely from the leased premises described above, including the right to construct railroads, spur tracks, to widen and improve existing roads, and to construct new roads, through and over said leased premises, (and with consent, upon adjoining lands of Lessor, or third parties) in the manner that is most convenient in the operations of Lessee. Said right shall include but is not limited to the right of Lessee to construct tunnels, bridges, conveyor belts or other devices upon, over or under McCrory Creek Road, so as to transfer materials from the property of either the Lessor or of Lessee on the west side of McCrory Creek Road to the Tract B on the east side of McCrory Creek Road; provided, that the obtaining of all necessary

permissions, licenses, and rights-of-way from all required governmental authorities shall be the sole responsibility of Lessee, who hereby agrees to hold Lessor harmless from any claims by any governmental agencies or private individuals for damages, in any way resulting from the construction of any such device.

(c) The right to erect, operate and maintain on the leased premises crushing plants, bins, bituminous mixing plants, railroad spur tracks, concrete batching plants, power lines and poles, and other plants, buildings, fixtures, and or attachments or equipment necessary or convenient to the operations carried on by Lessee or associated parties.

(d) The right to remove all or any of the said plant buildings, spur tracks or other fixtures, attachments or equipment put on the leased lands by Lessee or associated parties.

(e) The right to go in and upon the leased premises after this Lease is terminated and remove any of the items mentioned in (c) and (d) above, or any stone or other materials which have been stockpiled upon the premises; said right to go in and remove any of the said items shall extend for a period of at least one year from the expiration date of the Lease, or for a longer time if reasonably necessary for the disposition and removal of said items; and it being further understood and agreed that on all stone or materials so removed Lessee will be paid the agreed rental or royalty.

(5) Lessor agrees that she will not during the term of this Lease, or any extension thereof, operate, or allow any other person, firm or corporation to operate, on any premises owned by Lessee which adjoin the leased premises, any mining or quarrying business which is identical

with or similar to the type of work or operations permitted under this Lease.

(6) Lessee hereby agrees to indemnify and hold harmless Lessor from any and all claims, demands or rights of action that may be asserted against Lessor for injury or loss which occurs during the term of this Lease, or any extension thereof, which is caused by or as the result of the operations on said premises by Lessee.

(7) Lessor hereby agrees to indemnify and hold harmless Lessee against any claim, demand or right of action that is asserted against Lessee for damage or injury occurring to any person or property on the above described leased premises after the expiration date of the Lease, or extension thereof, and the complete surrender by Lessee of possession of, and removal of its stock piles, from the leased premises.

(8) Lessor warrants that she has a good and lawful right to execute this instrument.

(9) Notwithstanding any of the provisions hereinabove in this Lease, the parties further agree as follows:

(a) Lessee represents and warrants that Lessee's stockpile of quarried stone on hand is customarily at the end of each calendar year measured and the tons contained in said stockpile are calculated by independent engineers, and the resulting calculation is used by Lessee in its Federal Income Tax Returns, and that the quantity of excavated stone on hand on Lessee's premises adjoining the Lessor's property, which stone was mined from Lessor's premises under agreements heretofore existing between the parties, was a total of 265,658 tons. Until such times as Lessee has sold and removed a total of said 265,658 tons,

subsequent to January 1, 1969, the royalty to be paid by Lessee shall be four cents per ton, rather than five cents, in respect of all stone sold and removed.

(b) Lessee shall not have the right to mine and remove stone from Tract B, i.e., the tract east of McCrory Road, but Lessee shall have the right to grade and level said tract as necessary in its operations; Lessee may use overburden from Tract A in leveling and building up Tract B, and otherwise disposing of the overburden from Tract A.

(c) On the termination of this Lease and all extensions thereof, Lessee shall leave Tract B substantially leveled, and shall eliminate any pits of any kind on Tract B, but shall not destroy any lake which Lessee might have constructed for storage water purposes on Tract B.

(d) Lessee shall have the right to remove or otherwise utilize the home of Lessor located upon Tract A. When Lessee determines to use this said dwelling, he shall give Lessor 90 days notice to vacate the premises. Lessee agrees to pay Lessor $17,500.00 as damages for said house with said payment of $17,500.00 to be due at the time of notice to vacate.

It is further agreed that Lessor shall have the rent from the trailer and additional house located on the property until such time as Lessee finds it necessary to move the trailer or destroy the house because of quarry operations. At this time Lessor agrees to prompt cooperation in vacating the premises.

(e) Lessee agrees to pay any increase in property taxes on the property herein let, in excess of the 1968 taxes, whether such increase is caused by increase in assessment or rate.

(f) Lessor may have and use incidental rock for her personal use, as she has customarily done in the past, for driveways or walkways about her property, and delivered without cost.

(g) Lessor shall have the right at reasonable times during business hours to inspect the books and sale records of Lessee for the purpose of checking the quantities of stone, rock, gravel or other construction materials reported by Lessee to Lessor to have been sold and removed, from which quantities royalties have been calculated.

(h) Lessor shall have the right, but at her own risk and peril as to personal injuries, to go upon and inspect the leased premises.

(i) Lessor reserves the right to terminate the lease if rent or royalties paid hereunder do not average $750.00 per month over three consecutive months. If the Lessee removes substantially all of its quarrying and processing equipment from the premises at any time then the Lessor shall have the right to terminate the lease. The failure to declare the lease terminated on any occasion shall not be a waiver of any right to terminate arising thereafter.

(j) Lessee shall be given written notice of any claimed failure by Lessee to comply with the terms of this Agreement, and thirty (30) days after such written notice within which to cure any such failure before Lessor may declare this lease terminated.

(k) Notwithstanding any other provisions of this Lease Agreement, Lessee shall have the right to declare this lease terminated at any time after Lessee has diligently attempted to obtain all necessary easements, zoning, and other required authorizations of governmental agencies in order to operate its contemplated facilities on Tract B and to transport quarried stone under or over McCrory Creek Road, whichever may be

by Lessee determined advisable, if and in the event that any governmental agency finally declines or disapproves such easement, zoning classification, or other required authorization.

(10) If the whole or any part of the premises hereby leased shall be condemned or taken by the Metropolitan Government of Nashville and Davidson County, or by any City and County, or by the State or Federal Government, or any agency or branch thereof, or by any other agency possessing the power of eminent domain, then this lease shall cease and terminate on the part so taken from the day of possession thereof by the condemning authority, and from that day the Lessor shall have the right to either cancel this lease and declare the same null and void, as to the remainder of the premises let hereunder, or to continue same under the lease, provided the portion so taken does not unreasonably interfere with the use by Lessee. All damage awarded for any such taking, including any taking of air rights, shall belong to and be the property of the Lessor, whether such damage shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises herein leased. However, should moving expenses be awarded for the removal of Lessee's plant and equipment, the Lessee shall be entitled to the whole of such moving expenses.

It is further understood and agreed, however, that in the event of such condemnation and the termination of this lease, the Lessor will be paid the rental or royalty on all rock and stone that has been mined and stockpiled.

IN WITNESS WHEREOF, the parties have executed this instrument the day and date first above mentioned.

Elizabeth Campbell
MRS. ELIZABETH CAMPBELL
LESSOR

HOOVER, INC.
LESSEE

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, Hugh C. Howser, a Notary Public in and for said County and State, the within named Elizabeth Campbell, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, the 1 day of July, 1969.

Hugh C. Howser
Notary Public

My commission expires: 2/7/70

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Betty Troupe, a Notary Public in and for the County and State aforesaid, personally appeared Eph Hoover, with whom I am personally acquainted and who makes oath and acknowledges himself to be President of Hoover, Inc., the within named bargainor, a corporation, and that he as such President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signinf the name of the corporation by the said Eph Hoover, as such President.

Witness my hand and official seal at Nashville, Tennessee, on this the 1 day of July, 1969.

Betty Troupe
Notary Public

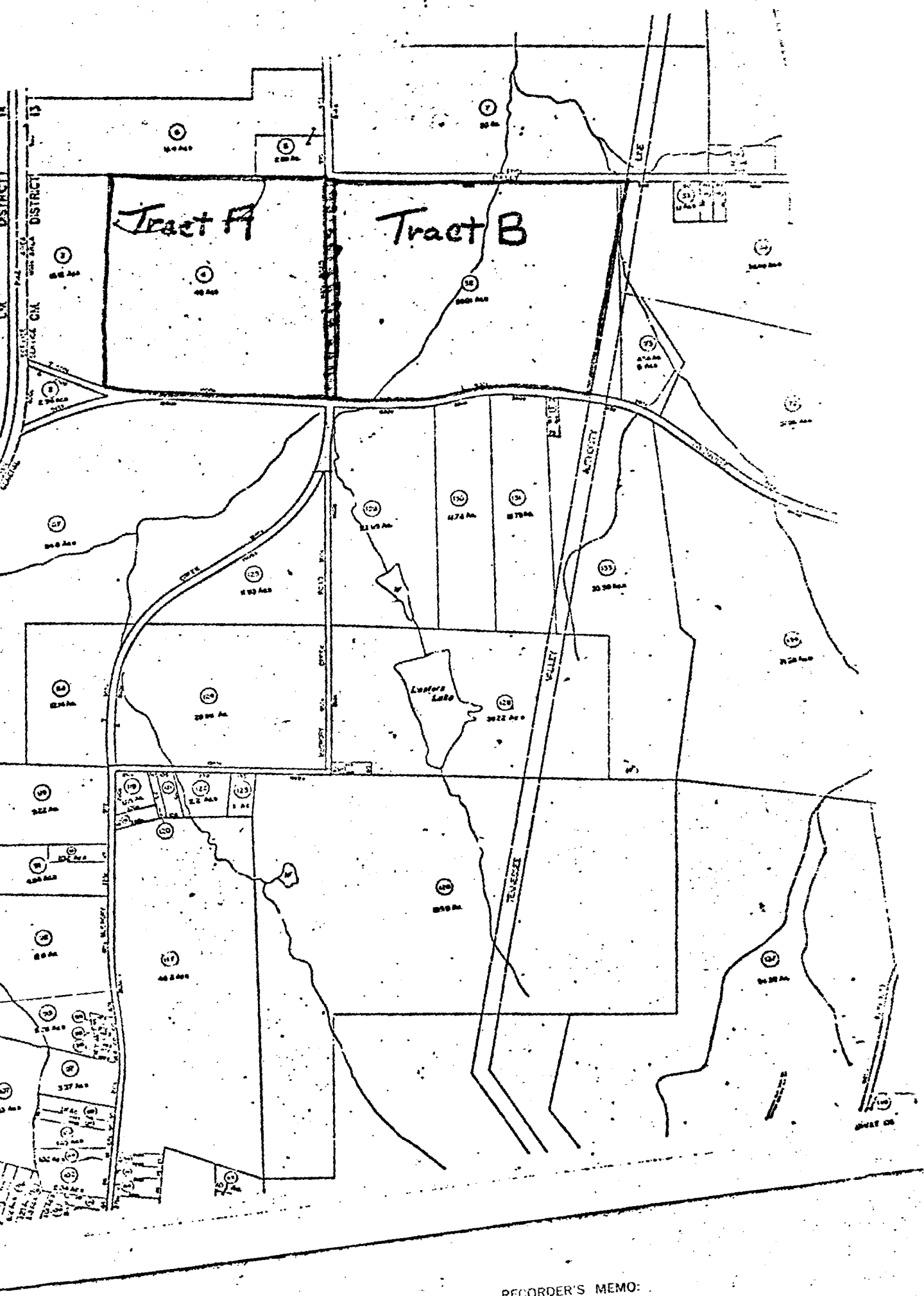
My commission expires:

My Commission Expires October 25, 1969

Land in the 3rd, formerly 2nd, civil district of Davidson County, Tennessee, being parts of lots Nos. 6, 7, and 8 of the William Matlock Lands, a plan of which is recorded in Minute Book "Q", Page 329 of the Circuit Court of Davidson County, Tennessee, described as follows:

Beginning at a stone in the center of Franklin College and Stones River Turnpike, the southeast corner of said Lot No. 6; thence running north 2¾° east 89.4 poles to a stone, the northeast corner of said lot No. 6; thence north 87¾° west along the north line of said lot No. 8, 197 poles to the northeast corner of a tract of land (being the westerly part of said lots Nos. 6, 7 and 8) conveyed to R. H. Pully by deed from A. W. Harris and wife, of record in Book 405, page 143, Register's Office for said County; thence south 2¾° west, with the eastern boundary line of said tract of land 60 poles to a point in the center of said Franklin College and Stones River Turnpike, the southeast corner of said tract of land conveyed to R. H. Pully; and thence with the center of said turnpike to the beginning, containing 107.78 acres, more or less.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received




RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.