Pg 3 of 3

BOOK 7310 PAGE 802

PREPARED BY: Bobby D. Davis, Attorney
Law Offices, McKinney & Davis
1303 Gallatin Road, North
Post Office Box 649
Madison, Tennessee 37116

NAME/ADDRESS OF NEW OWNER:
Nashville Resource Recovery, Ltd
c/o The Equity Group, Inc.
P.O. Box 150569
Nashville, TN 37215

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $ 100.00.

by: HE McKay
AFFIANT

Subscribed and sworn to before me this 29th day of July, 1987.

Rebecca M. Brown
NOTARY PUBLIC

My Commission Expires: 9-9-89

SEND TAX BILLS:
Nashville Resource Recovery, Ltd.
c/o The Equity Group, Inc.
P.O. Box 150569
Nashville, TN 37215

MAP & PARCEL:

Map P/O 34-6
Parcel 3
Field Book 10D39700

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 Dollars ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, The Armstrong Tire Company, an operating unit of The Armstrong Rubber Company, A Connecticut Corporation, have this day bargained and sold, and by these presents do transfer and convey unto Nashville Resource Recovery,Ltd., a Tennessee Limited Partnership the Grantee, herein, their (successors) heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

BEING a parcel of land in Madison, the Second Civil District, Tenth Councilmanic District, Davidson County, Tennessee, located on the northerly side of Edenwold Road, being Lot No. 1, shown on Section Two, Armstrong Rubber Company of record in Book 6050, Page 330, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the northerly margin of Edenwold Road, said point being easterly 2,150 feet, more or less, from the easterly margin of Gallatin Pike;

THENCE, leaving said northerly margin N 23° 27' W, 297.36 feet to an iron pin set;

THENCE, N 65° 42' E, 242.09 feet to an iron pin set;

THENCE, S 23° 57' E, 372.52 feet to an iron pin set in the northerly margin of said Edenwold Road;

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1303 GALLATIN ROAD NO
MADISON, TENNESSEE
37115
(615) 865-5442

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FELIX Z. HASSELL II REGISTER
DAVIDSON COUNTY, TN

THENCE, with said margin S 84° 05' W, 19.95 feet to a point;

THENCE, S 82° 25' W, 200.00 feet to a point;

THENCE, continuing with said margin with a curve to the right 35.69 feet to the point of beginning; said curve having a radius of 539.42 feet, a central angle of 03° 47' 26", a tangent distance of 17.85 feet and a chord of S 84° 18' 43" W, 35.68 feet.

Containing 81,642 square feet or 1.87 acres.

Being part of the same property conveyed to the Grantor by deed from The Gates Rubber Company, Inc. of record in Book 4761, Page 518, Registers Office of Davidson County, Tennessee.

This transfer is subject to the terms and conditions contained in the Energy Sales Agreement dated April 3, 1987 by and between Erenco Systems Inc. and The Armstrong Rubber Company, in particular the said agreement contains an option for The Armstrong Rubber Company to repurchase this property, said option is attached and called Exhibit "A".
*Subject to all restrictions and easements of record.

This is (x)improved ( )unimproved property known as _____.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their (successors), heirs and assigns forever we covenant that we are lawfully seized and possessed of the said land in fee simple and have good title and right to convey it, and that the same is unencumbered unless otherwise herein set out.

We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said land to said Grantees, their (successors), heirs and assigns, against the lawful claims of all persons whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this 28th day of July, 1987.

WITNESSES:

Cynthia K. Rizzello

Eugene B. Morris

THE ARMSTRONG TIRE COMPANY
an operating unit of
THE ARMSTRONG RUBBER COMPANY

By: _____
PAUL C. JAMES
Its President

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STATE OF CONNECTICUT)
ss. New Haven
COUNTY OF NEW HAVEN)

On this the 28th day of July, 1987, before me Diane L. Hutchinson the undersigned officer, personally appeared Paul C. James, who acknowledged himself to be the President of The Armstrong Tire Company, an operating unit of The Armstrong Rubber Company, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand.

Diane L. Hutchinson
Notary Public

My Commission Expires: 3/31/90.

/jREF1-86/4

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EXHIBIT "A"

OPTION TO PURCHASE

This OPTION TO PURCHASE, made and entered into as of the 3rd day of April, 1987, by and between ENERCO SYSTEMS, INC., a Tennessee corporation (hereinafter referred to as "Enerco") and ARMSTRONG TIRE COMPANY, an operating unit of the Armstrong Rubber Company, a Connecticut corporation (hereinafter referred to as "Armstrong").

W I T N E S S E T H

WHEREAS, the parties hereto have entered into an Energy Sales Agreement dated the 3rd day of April, 1987 (hereinafter referred to as the "Sales Agreement"); and

WHEREAS, Enerco desires to grant an option to Armstrong to purchase the herein-described property and pursuant to the terms of the Sales Agreement.

NOW, THEREFORE, IN CONSIDERATION of the premises, mutual promises herein contained and contained in the Sales Agreement, and intending to be legally bound hereby, the parties hereby covenant and agree as set forth below:

1. Definitions.

1.1. "Site" means the premises consisting of approximately 1.9 acres on which the facility hereinafter defined will be installed, located at Madison, Tennessee, and described more particularly as follows:

> Lot #1 on the plan of Armstrong Rubber Co., Section Two, of record in Book _____, page _____, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description.

1.2. "Facility" means the equipment installed on the Site and any and all improvements on the Site.

1.3. "Fair Market Value" means the amount which Enerco offers and which Armstrong accepts or that amount which Armstrong counter offers and Enerco accepts. Further, if the parties are

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unable to agree as to the Fair Market Value, then the Fair Market Value means that amount determined by the unanimous agreement of a panel of three (3) appraisers, one (1) chosen by Enerco, one (1) chosen by Armstrong and one (1) chosen by the other two (2) appraisers.

1.4. In the event any language used in this option or provision is contrary to the Sales Agreement, then the Sales Agreement controls.

2. Consideration. This option is granted by Enerco in consideration of the sum of One Dollar ($1.00) paid in hand by Armstrong, and other good and valuable consideration, the receipt of which is hereby acknowledged, to Armstrong for the right to repurchase the Site herein described and to receive from Enerco good and marketable title to the site, free from encumbrances, for the sum of One Hundred Dollars ($100.00) at the expiration of the Sales Agreement whether terminated by Enerco's inability to obtain permits thereby preventing Enerco from operating the Facility or whether terminated by any of the terms of the Sales Agreement or whether terminated by either Enerco* or Armstrong. (*except as otherwise stated in Section 3.2 of the Sales Agreement) 4/3/87 DP 41,187

3. Time to Exercise Option. Option may be exercised by Armstrong within one (1) year from the termination of the Sales Agreement unless the terms of this agreement provide otherwise.

4. Requirements of Enerco. Should Armstrong exercise its option to purchase the Site from Enerco, then Enerco shall restore the property, at its sole expense, to substantially the same condition as when purchased from Armstrong. Enerco shall be given an adequate notice and reasonable time after the termination or the expiration of the Sales Agreement to vacate the property and to restore the property to its original condition but not more than one hundred ~~kx&xkyxxkk2Qx~~ eighty (180) days from the time which the option has been exercised by Armstrong. DP 4/2/87 4/3/87

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5. Failure of Enerco to Operate Facility on the Site. In the event Enerco is unable to obtain the necessary permits to operate the Facility on the Site or is unable to operate the Facility as contemplated in the Sales Agreement, then Enerco shall promptly notify Armstrong of such inability; and upon such notification, Armstrong shall have the right to exercise this option within sixty (60) days of such notification.

6. Effect of Termination of Sales Agreement. In the event either Enerco or Armstrong becomes insolvent or has bankruptcy, reorganization, or liquidation proceedings filed against it, or pursues any other remedy under law relating to the relief of debtors, or a receiver or trustee is appointed for its property for the benefit of creditors or the party's business is suspended by reason of any of the foregoing, then the Sales Agreement may be terminated. Should such termination be by Armstrong, then Armstrong may exercise its option to purchase the Site from Enerco within sixty (60) days after giving Enerco notice of such termination. In the event such termination is by Enerco, Enerco shall have the option to cancel Armstrong's option to purchase the Site upon payment to Armstrong of an amount equal to the then Fair Market Value of the property minus One Hundred Dollars ($100.00). In the event the Sales Agreement is terminated by reason of the failure of Enerco to commence the initial operation by December 31, 1990, then Armstrong at its option may exercise the option to repurchase the Site within sixty (60) days of such date.

7. Damage or Destruction of Facility. In the event the Facility or any portion thereof is damaged or destroyed ××× ××××××××××××* to restore the Facility to service as soon as possible, provided, however, that if said damage or destruction reduces the Fair Market Value of the Facility by fifty (50)

*Enerco using the proceeds of insurance shall repair and replace the Facility with due diligence in order

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percent or more and insurance proceeds are insufficient to effect the restoration within a reasonable time, then Enerco shall immediately notify Armstrong of its intention not to repair or restore the Facility. Armstrong, upon receipt of Enerco's notice of intent not to repair or restore the Facility, shall have the right to exercise its option to repurchase the Site from Enerco within sixty (60) days.

8. Option Terms Provided in the Sales Agreement. The parties do hereby agree to abide by the terms of the Sales Agreement as it relates to this option and in particular to Sections 2.1, 2.2, 2.6, 3.2 and 4.5 of the Sales Agreement.

9. Time to Close. Should the option be exercised by Armstrong, the parties shall be given a reasonable time to close the necessary transactions to effectuate the purchase contemplated under this agreement.

10. Insolvency. Armstrong shall have the option to purchase the Facility at its Fair Market Value upon the scheduled termination date of the Sales Agreement or within sixty (60) days from the time that Armstrong has notice of any of the following occurrences: At any time Enerco becomes insolvent or has bankruptcy, reorganization or liquidation proceedings filed against it or any party pursues any other remedy under law relating to the relief of debtors; a receiver or trustee is appointed for Enerco's property for the benefit of creditors; Enerco's business is suspended by reason of any of the foregoing; or Enerco is declared by a court of competent jurisdiction to be bankrupt.

11. Successors and Assigns. This option shall not be assignable by either Enerco or Armstrong without the prior notice to the other party hereto. Further, the option shall only be assignable by either party with the consent of the other party to this agreement*.

12. Severability. If any section, paragraph, clause or

*unless the Sales Agreement is simultaneously being assigned in accordance with the terms thereof.

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provision of this option shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this option shall be unaffected by such adjudication and all of the remaining provisions of this agreement shall be and remain in full force and effect.

13. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been effectively given when deposited in the United States mail (via certified mail, return receipt requested, postage prepaid), or delivered by Western Union telegram with charges prepaid, and addressed as follows:

Emerco Systems, Inc.
109 Third Avenue North
Suite 205
Nashville, TN 37814

Armstrong Tire Company
500 Sargent Drive
New Haven, CT 06536-0201
Attn: Corporate Secretary

or to such other address as shall be designated in writing.

14. Waiver, Modification or Amendment. No waiver, modification or amendment of a term, condition or provision of this option shall be valid or of any effect unless in writing and signed by the party to be bound or its duly authorized representative.

15. Controlling Law. This option and the validity, interpretation and performance thereof shall be governed and construed in accordance with the laws of the State of Tennessee.

16. Entire Agreement. This agreement contains the entire and sole understanding of the parties hereto with respect to the matters covered hereby, or any transactions contemplated herein, and supersedes and cancels any and all oral or written prior agreements, understandings, statements and/or representations between the parties with respect thereto or any part thereof except for those conditions and requirements set forth

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in the Sales Agreement heretofore entered into by and between the parties.

IN WITNESS WHEREOF, the parties have caused this option to be executed in duplicate originals.

ENERCO SYSTEMS, INC.

By: _____

Name: DAVID C. PALMER
Its President

ARMSTRONG TIRE COMPANY, an operating unit of the Armstrong Rubber Company

By: _____

Name: Paul C. James
Its President

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OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 7310 PAGE 811

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			100.00- CASH	
			.50 CLERK	
			.50 PROB	
			27.00 MISC	
			CHECK 27.50-	
861TA07/30/87			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIFICATION REFERENCE

JUL 30 11 07 AM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.109854