Davidson County DEEDWARR
Recvd: 08/30/04 15:51 6pgs
Fees:33.00 Taxes:3751.80
20040830-0104829

This Instrument Prepared by:
WYATT, TARRANT & COMBS, LLP (ALP)
2525 West End Avenue, Suite 1500
Nashville, TN 37203

NEW OWNER:
Houchens Investments, Inc.
700 Church Street
P.O. Box 90009
Bowling Green, KY 42102-9009

SEND TAX BILL TO:
Same

MAP AND PARCEL:
Map 80, Parcel 66
Map 80, Parcel 64

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten Dollars, cash in hand paid by the hereinafter named Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, **LONE STAR INDUSTRIES, INC.**, a Delaware corporation, hereinafter called the Grantor, has bargained and sold and by these presents does transfer and convey unto **HOUCHENS INVESTMENTS, INC.**, a Kentucky corporation, hereinafter called the Grantee, its successor and assigns, certain tracts or parcels of land situated within Davidson County, Tennessee, and described as follows:

> Land in the First Civil District of Nashville, Davidson County, Tennessee, being Lot No. 2 and Lot No. 3 on the Plan of LaRoche Industrial Park, of record in Book 7900, Page 128, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.
>
> The above described property was conveyed to Lone Star Industries, Inc., by Deed from LaRoche Industries, Inc., a Delaware corporation, of record in Book 9736, page 121, Register's Office for Davidson County, Tennessee.

This is unimproved property known as 1841 and 1831 Linder Industrial Drive, Nashville, Davidson County, Tennessee 37209-1108. Said property is transferred subject to the limitations, restrictions, and encumbrances set forth below:

1. Taxes for the year 2004 and subsequent years, liens not yet due and payable.

2. All matters shown on the plan of record in Book 7900, Page 128, said Register's Office.

3. Easement vested in the Electric Power Board of the City of Nashville, by decree entered in Minute Book 38, Page 244, Third Circuit Court for Davidson County, Tennessee.

4. Flowage easement of record in Book 2284, Page 599, said Register's Office.

5. Agreement for dedication of easement of record in Book 7145, Page 557, said Register's Office.

6. Rights of the public, if any, in and to the Cumberland River, together with all right, title and interest to any accretion along said Cumberland River.

7. Easement of record in Book 9736, Page 132, said Register's Office.

TO HAVE AND TO HOLD the said tracts or parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever; and Grantor does covenant with the Grantee that Grantor is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but no further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Grantee, by its acceptance of this Deed to the Property and by its execution below, agrees with Grantor as follows:

(i) Grantee acknowledges and hereby assumes all risk that physical or Environmental Conditions of the Property, including (but not limited to) Environmental Conditions and Regulated Substances existing, contingent or potential, may not have been disclosed by Grantee's review, examination, inspection and investigation of the Property. Grantee for itself and its successors, successors-in-title, assigns, lessees and any person or entity which at any time acquires any property interest or right (equitable, beneficial, direct or otherwise) in or with respect to all or any portion of the Property ("Grantee et al.") waives and releases any and all contractual, statutory, common law and/or other claims or causes of action presently existing or which may come into being at any time in the future which they or any of them may otherwise be entitled to assert against Grantor, its present, prior or subsequent shareholders, affiliates, direct and ultimate parents and subsidiaries, transferees, lessees, partners and joint venturers, assigns and the past, present and future officers, directors, shareholders, employees, representatives and agents of it or any of them ("Grantor et al.") arising in whole or in part out of, or relating in any way to, the past or present condition or liabilities, including (but not limited to) the Environmental Conditions or liabilities, of the Property or Regulated Substances on, in, under, at or emanating from the Property and discharges and covenants not to sue Grantor et al. respecting any of same. Notwithstanding the foregoing, Grantee does not waive or release any claim against Grantor to the extent of any damage arising from Grantor's breach of the representations and warranties set forth in paragraph (iv) below.

(ii) Grantee's agreements set forth in this paragraph shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the Grantor and Grantee and their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable (and including Grantee et al. and Grantor et al. as aforesaid).

(iii) For the purposes of this Deed, (i) "Release" or "Released" shall mean releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping, regardless of whether the result of an intentional or unintentional act or omission, (ii) "Regulated Substances" shall mean, without limitation, any pollutant, dangerous substance, toxic substance, hazardous or non-hazardous waste, hazardous material, hazardous substance or contaminant as defined in or regulated pursuant to any Environmental Law, (iii) "Environmental Law" shall mean any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental or other agency in effect or which hereinafter become effective pertaining to health and safety or the environment, including (without limitation) the Clean Air Act, the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Water Pollution Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, the Toxic Substances Control Act (TSCA), all as amended, and any and all state and local counterparts and (iv) "Environmental Condition" shall mean any condition with respect to subsurface soil, ambient air, surface waters, groundwaters, leachate, run-on or run-off, stream or other sediments and similar environmental medium on or off the Property, which condition could require investigation and/or remedial or corrective action and/or compliance with permit requirements, standards, rules, regulations, ordinances and consent orders and/or may result in claims, demands or liabilities against Grantee by third parties, including (without limitation) governmental entities.

(iv) As an inducement for the agreements by Grantee set forth in (i), (ii), (iii) above, Grantor represents and warrants: (a) Grantor has provided Grantee with all environmental reports prepared by third party consultants known to Grantor concerning Releases of Regulated Substances and Environmental Conditions at the Property, and (b) Grantor has not Released any Regulated Substances on the Property in more than *de minimis* quantities or in violation of any Environmental Law or affirmatively contributed to an Environmental Condition within the meaning of (iii) above. Grantor further acknowledges that the foregoing provisions of this Deed do not constitute an agreement by Grantee to indemnify Grantor for any liability that it may have for an Environmental Condition under any statutory or common law or any regulation but is only a release of any claim Grantee might have against Grantor as provided in (i) above.

[signature page to follow]

WITNESS my hand this 26 day of August, 2004.

GRANTOR:

LONE STAR INDUSTRIES, INC.

By: _____
Print Name: Michael B. Clarke
Title: President

STATE OF INDIANA)
COUNTY OF MARION)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Michael B. Clarke with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained; and who further acknowledged that he/she is the President of **Lone Star Industries, Inc.**, a Delaware corporation, the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, this 26 day of August, 2004.

Sharlene Rose-Maners
Notary Public

My Commission expires: 9-1-06

SHARLENE ROSE-MANERS
Hamilton County
My Commission Expires
Sept. 1, 2006

GRANTEE:

HOUCHENS INVESTMENTS, INC.,
a Kentucky corporation

By: Lara Brumitt

Title: Secretary

STATE OF KENTUCKY Kentucky)
COUNTY OF Warren)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Lara Brumitt with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained; and who further acknowledged that he/she is the Secretary of **Houchens Investments, Inc.**, a Kentucky corporation, the maker, and is authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, this 27 day of August, 2004.

Dana Rae Zeghers
Notary Public

My Commission expires: April 29, 2008

STATE OF Kentucky)
COUNTY OF Warren)

The actual consideration or value, whichever is greater, for this transfer is $1,014,000.00.

Lara Brumitt
Affiant

Subscribed and sworn to before me, this 27 day of August, 2004.

Dana Lee Ziglers
Notary Public



My Commission expires: April 29 2008