

ATTACHMENT TO ALABAMA FORM UCC-3: SOUTHERN READY MIX, INC. (DEBTOR)

ITEMS CONTINUED FROM FORM:

3. Name and Address of Secured Party:

Bank of America National Trust and Savings Association, successor in
interest by merger of Continental Bank and Bank of America Illinois ,
231 South LaSalle Street
Chicago, AL 60697

SCHEDULE I
To Financing Statement

Name and Address
of Debtor:

Southern Ready Mix, Inc.
4200 Colonnade Parkway, Suite 100
Birmingham, Alabama 35243
(FEIN: [REDACTED])

Name and Address
of Secured Party:

Bank of America National Trust and Savings Association,
successor in interest by merger of Continental Bank and Bank of America
231 South LaSalle Street
Chicago, Illinois 60697
(FEIN: [REDACTED])

The property subject to the Financing Statement is described
as follows:

(1) All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the real estate described on Exhibit A hereto (the "Real Estate") and owned or purported to be owned by the Debtor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by the Debtor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(11) All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) severed minerals, rock or stone, and all other tangible property of any kind or character now or hereafter owned or purported to be owned by the Debtor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere, including, without limitation, all rights of the Debtor under any lease to furniture, furnishings, fixtures and other items of personal property;

(iii) All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Debtor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Debtor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of the Debtor related to the Real Estate or the Improvements;

(iv) All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Debtor directly or indirectly from the Real Estate or the Improvements;

(v) All rights of the Debtor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Debtor or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof; and

(vi) All other property or rights of the Debtor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing.

The term "Person" as used herein means any natural person, corporation, partnership, trust, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary, or other capacity.

END OF SCHEDULE I

EXHIBIT A

Location 5 - Plant 6
Birmingham, AL

A part of the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:
Begin at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West; thence South along the East line of said 1/4-1/4 Section a distance of 1120.0 feet to a point on the Northerly right of way line of U.S. Highway 280; thence 69 degrees 32 minutes 40 seconds to the right in a Southwesterly direction along said right of way line a distance of 61.34 feet to a point; thence 110 degrees 20 minutes to the right in a Northerly direction a distance of 174.59 feet to a point; thence 90 degrees 00 minutes to the left in a Westerly direction a distance of 205.00 feet to a point; thence 89 degrees 32 minutes 03 seconds to the right in a Northerly direction a distance of 767.32 feet to a point on the North line of the NE 1/4 of the SE 1/4 of said Section 31; thence 90 degrees 34 minutes 05 seconds to the right in an Easterly direction along the North line of said 1/4-1/4 Section a distance of 271.15 feet to the point of beginning.
Situated in Shelby County, Alabama.

Inst # 1998-31527

08/14/1998-31527
09:50 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MEL .00