

(Alabama)

DRAVO LIME COMPANY, a Delaware Corporation,

Mortgagor,

to

**BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as
Collateral Agent,**

Mortgagee

**MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT, FINANCING STATEMENT
AND FIXTURE FILING**

Dated as of April 12, 1999

This instrument affects real and personal property
located in Shelby County,
State of Alabama.

This document was prepared by and after recording return to:

C. Olivia Martinez, Esq.
Rudnick & Wolfe
203 North LaSalle Street
Chicago, IL 60601

THIS INSTRUMENT IS ALSO A FINANCING STATEMENT FILED AS A FIXTURE FILING, PURSUANT TO CODE OF ALABAMA (1975), SECTION 7-9-402(6), AND IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS UNDER THE NAME OF MORTGAGOR, AS DEBTOR, AND MORTGAGEE, AS SECURED PARTY

Inst # 1999-16941

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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	6
SECTION 1.1 Payment of Secured Obligations	6
SECTION 1.2 Title to Collateral, etc.	6
SECTION 1.3 Title Insurance.	7
Section 1.3.1 Title Insurance Policy	7
Section 1.3.2 Title Insurance Proceeds	7
SECTION 1.4 Recordation	7
SECTION 1.5 Payment of Impositions, etc.	8
SECTION 1.6 Insurance and Legal Requirements	8
SECTION 1.7 Security Interests, etc.	8
SECTION 1.8 Permitted Contests	9
SECTION 1.9 Leases	9
SECTION 1.10 Compliance with Instruments	9
SECTION 1.11 Maintenance and Repair, etc.	10
SECTION 1.12 Alterations, Additions, etc.	10
SECTION 1.13 Acquired Property Subject to Lien	10
SECTION 1.14 Assignment of Rents, Proceeds, etc.	10
SECTION 1.15 No Claims Against the Mortgagee	11
SECTION 1.16 Indemnification	12
SECTION 1.17 No Credit for Payment of Taxes	13
SECTION 1.18 Offering of the Notes; Application of Proceeds of Loans	13
SECTION 1.19 Right of Mortgagee to Require Appraisal	13
SECTION 1.20 No Transfer of the Collateral	13
ARTICLE 2	13
SECTION 2.1 Insurance	13
Section 2.1.1 Risks to Be Insured	13
Section 2.1.2 Policy Provisions	14
Section 2.1.3 Delivery of Policies, etc.	14
Section 2.1.4 Separate Insurance	14
SECTION 2.2 Damage, Destruction or Taking; Mortgagor to Give Notice; Assignment of Awards	14
SECTION 2.3 Application of Proceeds and Awards	15
SECTION 2.4 Total Taking and Total Destruction	17
ARTICLE 3	17
SECTION 3.1 Events of Default; Acceleration	17
SECTION 3.2 Legal Proceedings; Judicial Foreclosure; Foreclosure	17
SECTION 3.3 Uniform Commercial Code Remedies	18
SECTION 3.4 Mortgagee Authorized to Execute Deeds, etc.	18
SECTION 3.5 Purchase of Collateral by Mortgagee.	18
SECTION 3.6 Receipt a Sufficient Discharge to Purchaser	19

	<u>Page</u>
SECTION 3.7 Waiver of Appraisalment, Valuation, etc.	19
SECTION 3.8 Sale a Bar Against Mortgagor	19
SECTION 3.9 Obligations to Become Due on Sale	19
SECTION 3.10 Application of Proceeds of Sale and Other Moneys	19
SECTION 3.11 Appointment of Receiver	20
SECTION 3.12 Possession, Management and Income	20
SECTION 3.13 Right of Mortgagee to Perform Mortgagor's Covenants, etc.	21
SECTION 3.14 Subrogation	21
SECTION 3.15 Remedies, etc., Cumulative	21
SECTION 3.16 Provisions Subject to Applicable Law	22
SECTION 3.17 No Waiver, etc.	22
SECTION 3.18 Compromise of Actions, etc.	22
SECTION 3.19 Waiver	22
ARTICLE 4	23
SECTION 4.1 Terms Defined in this Mortgage	23
SECTION 4.2 Use of Defined Terms	23
SECTION 4.3 Credit Agreement Definitions	23
ARTICLE 5	24
SECTION 5.1 Further Assurances; Financing Statements	24
Section 5.1.1 Further Assurances	24
Section 5.1.2 Financing Statements	24
SECTION 5.2 Additional Security	24
SECTION 5.3 Defeasance; Partial Release, etc.	25
Section 5.3.1 Defeasance	25
Section 5.3.2 Partial Release, etc.	25
SECTION 5.4 Notices, etc.	25
SECTION 5.5 Waivers, Amendments, etc.	25
SECTION 5.6 Cross-References	25
SECTION 5.7 Headings	25
SECTION 5.8 Governing Law	25
SECTION 5.9 Successors and Assigns, etc.	26
SECTION 5.10 Consent to Jurisdiction	26
SECTION 5.11 Collateral Agent as a Lender	26
SECTION 5.12 Severability	26
SECTION 5.13 Future Advances	27
SECTION 5.14 Intentionally Deleted	27
SECTION 5.15 Additional Collateral	27

Schedule 1 - Legal Description of the Land
Schedule 2 - Permitted Encumbrances

**MORTGAGE,
ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT,
FINANCING STATEMENT AND FIXTURE FILING**

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING, dated as of April 12, 1999 (this "Mortgage"), made by **DRAVO LIME COMPANY**, a Delaware corporation (the "Mortgagor"), having an address at 390 East Joe Orr Road, Chicago Heights, Illinois 60411-0488, to **BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION**, a national banking association, having an address for the purposes of this Mortgage at 231 South LaSalle Street, Chicago, Illinois 60697, as Collateral Agent, for itself as a Lender and on behalf of the other Lenders (each as defined in the Credit Agreement hereinafter referred to) (the Collateral Agent, together with its successors and assigns, the "Mortgagee").

WITNESSETH THAT:

WHEREAS, the Mortgagor is on the date of delivery hereof the owner of fee title to the parcel or parcels of land described in Schedule 1 hereto (the "Land") and of the Improvements (such term and other capitalized terms used in this Mortgage having the respective meanings specified or referred to in Article 4 or the Credit Agreement (as hereinafter defined), as the case may be);

WHEREAS, pursuant to a Credit Agreement, dated as of April 12, 1999 (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), among Carmeuse Lime Inc. (the "Company"), Beachvilime Limited (the "Canadian Borrower" and together with the Company, the "Borrowers"), Carmeuse North America B.V., Mortgagor and the other Subsidiary Guarantors (as defined in the Credit Agreement), each of the lenders that is a signatory thereto (the "Lenders"), Paribas Bank of Canada in its capacity as Canadian Lender, Bank of America National Trust and Savings Association, individually as a Lender and as Collateral Agent for the Lenders, Deutsche Bank AG New York Branch, individually as a Lender and as Documentation Agent for the Lenders, ING (U.S.) Capital LLC, individually as a Lender and as Administrative Agent for the Lenders, the Lenders agreed to make available to the Borrowers certain loans and extensions of credit in the maximum aggregate outstanding amount of the sum of (i) Three Hundred Seven Million Dollars (U.S. \$307,000,000), plus (ii) Twenty-Seven Million, Three Hundred Thousand Canadian Dollars (Cdn. \$27,300,000), which loans and extensions of credit are in the form of:

(i) Revolving Credit Loans in the combined aggregate outstanding amount not to exceed at any time One Hundred Million Dollars (\$100,000,000) which shall be in the form of, among others:

(a) Revolving Credit advances to be evidenced by Revolving Credit Notes executed by the Company in the amount of each applicable Revolving Credit Lender's Revolving Credit Commitment and bearing interest at the rates provided in the Credit Agreement; and

(b) Letters of Credit issued from time to time by the Issuing Lender;

(ii) Tranche A Term Loans in the combined aggregate outstanding amount of One Hundred Seven Million Dollars (\$107,000,000), such Tranche A Term Loan advances being evidenced by Term Loan Notes issued by the Company bearing interest at the rates provided in the Credit Agreement;

(iii) Tranche B Term Loans in the combined aggregate outstanding amount of One Hundred Million Dollars (\$100,000,000), such Tranche B Term Loan advances being evidenced by Term Loan Notes issued by the Company bearing interest at the rates provided in the Credit Agreement;

(iv) Canadian Loans in the combined aggregate outstanding amount not to exceed at any time Twenty-Seven Million, Three Hundred Thousand Canadian Dollars (Cdn. \$27,300,000), such Canadian Loans to be evidenced by Canadian Notes, issued by the Canadian Borrower bearing interest at the rates provided in the Credit Agreement.

(The Term Loan Notes, the Revolving Credit Notes and the Canadian Notes, together with any and all additional promissory notes or other instruments executed from time to time by the Borrowers under the Credit Agreement to evidence the Loans, collectively, the "Notes").

WHEREAS, the maturity date of the Tranche A Term Loans, unless accelerated as set forth in the Credit Agreement, is September 30, 2005, the maturity date of the Tranche B Term Loans, unless accelerated as set forth in the Credit Agreement, is March 31, 2006, the maturity date for the Revolving Credit Loans, unless accelerated as set forth in the Credit Agreement, is September 30, 2005 and the maturity date for the Canadian Loans, unless accelerated as set forth in the Credit Agreement is September 30, 2005, as the same may be extended in accordance with the terms and provisions of the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and advances under the Credit Agreement, the Mortgagor is required to execute and deliver this Mortgage for the benefit of the Mortgagee to secure the payment and performance of the Secured Obligations of the Mortgagor under the Credit Agreement; and

WHEREAS, the Mortgagor has duly authorized the execution, delivery and performance of this Mortgage.

G R A N T:

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants herein contained, and in order to induce the Mortgagee to make the Loans to the Borrowers pursuant to the Credit Agreement, and in order to secure the full, timely and proper payment and performance

of and compliance with each and every one of the Secured Obligations, the Mortgagor hereby irrevocably grants, bargains, mortgages, and warrants, aliens, demises, releases, hypothecates, pledges, assigns, transfers and conveys to the Mortgagee and its successors and assigns (for its benefit and the ratable benefit of the Lenders and the Administrative Agent) the following described real and other property and all substitutions for and replacements, reversions and remainders of such property, whether now owned or held or hereafter acquired by Mortgagor (the "Collateral"), and further does grants to the Mortgagee and its successors and assigns (for its benefit and the ratable benefit of the Lenders and the Administrative Agent) a security interest in, all of its right, title and interest in and to the following (the "Collateral"):

(a) **Real Estate**. All of the Land and all additional lands and estates therein now owned or hereafter acquired by the Mortgagor for use or development with the Land or any portion thereof, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise pertaining to the Land and such additional lands and estates therein (including) without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, riparian rights, water, water rights, water stock, all rights in, to and with respect to any and all oil, gas, coal, minerals and other substances of any kind or character underlying or relating to the Land and such additional lands and estates therein and any interest therein; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway or alley, vacated or other, adjoining the Land or any part thereof and such additional lands and estates therein; all strips and gores belonging, adjacent or pertaining to the Land or such additional lands and estates; and any after-acquired title to any of the foregoing (herein collectively called the "Real Estate");

(b) **Improvements**. All buildings, structures and other improvements and any additions and alterations thereto or replacements thereof, now or hereafter built, constructed or located upon the Real Estate; and, to the extent that any of the following items of property constitutes fixtures under applicable laws, all furnishings, fixtures, fittings, appliances, apparatus, equipment, machinery, building and construction materials and other articles of every kind and nature whatsoever and all replacements thereof, now or hereafter affixed or attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupation, operation, development and maintenance of the Real Estate or such buildings, structures and other improvements, including, but not limited to, partitions, furnaces, boilers, oil burners, radiators and piping, plumbing and bathroom fixtures, refrigeration, heating, ventilating, air conditioning and sprinkler systems, other fire prevention and extinguishing apparatus and materials, vacuum cleaning systems, gas and electric fixtures, incinerators, compactors, elevators, engines, motors, generators and all other articles of property which are considered fixtures under applicable law (such buildings, structures and other improvements and such other property are herein collectively referred to as the "Improvements"; the Real Estate and the Improvements are collectively referred to as the "Property");

(c) **Goods.** All building materials, goods, construction materials, appliances (including, without limitation, stoves, ranges, ovens, disposals, refrigerators, water fountains and coolers, fans, heaters, dishwashers, clothes washers and dryers, water heaters, hood and fan combinations, kitchen equipment, laundry equipment, kitchen cabinets and other similar equipment), stocks, beds, mattresses, bedding and linens, supplies, blinds, window shades, drapes, carpets, floor coverings, office equipment, growing plants and shrubberies, control devices, equipment (including window cleaning, building cleaning, swimming pool, recreational, monitoring, garbage, pest control and other equipment), motor vehicles, tools, furnishings, furniture, lighting, nonstructural additions to the Real Estate and Improvements and all other tangible property of any kind or character, together with all replacements thereof, now or hereafter located on or in or used or useful in connection with the complete and comfortable use, enjoyment, occupation, operation, development and maintenance of the Property, regardless of whether or not located on or in the Property or located elsewhere for purposes of storage, fabrication or otherwise (herein collectively referred to as the "Goods");

(d) **Intangibles.** All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Mortgagor relating to the Property and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for the payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, and any other intangible property of the Mortgagor relating to the Property (herein collectively referred to as the "Intangibles");

(e) **Leases.** All rights of the Mortgagor in, to and under all leases, licenses, occupancy agreements, concessions and other arrangements, oral or written, now existing or hereafter entered into, whereby any Person agrees to pay money or any other consideration for the use, possession or occupancy of, or any estate in, the Property or any portion thereof or interest therein (herein collectively referred to as the "Leases"), and the right, subject to applicable law, upon the occurrence of any Default, to receive and collect the Rents (as hereinafter defined) paid or payable thereunder;

(f) **Plans.** All rights of the Mortgagor in and to all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Improvements or any construction on the Real Estate (herein collectively referred to as the "Plans");

(g) **Permits.** All rights of the Mortgagor, to the extent assignable, in, to and under all permits, franchises, licenses, approvals and other authorizations respecting the use, occupation and operation of the Property and every part thereof and respecting any business or other activity conducted on or from the Property, and any product or proceed thereof or therefrom, including, without limitation, all building permits, certificates of occupancy and other licenses, permits and approvals issued by governmental authorities having jurisdiction (herein collectively called the "Permits");

(h) **Rents.** All rents, issues, profits, royalties, avails, income and other benefits derived or owned, directly or indirectly, by the Mortgagor from the Property, including,

without limitation, all rents and other consideration payable by tenants, claims against guarantors, and any cash or other securities deposited to secure performance by tenants, under the Leases (herein collectively referred to as "Rents");

(i) **Proceeds.** All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (herein collectively referred to as "Proceeds"); and

(j) **Other Property.** All other property and rights of the Mortgagor of every kind and character relating to the Property, and all proceeds and products of any of the foregoing;

AND, without limiting any of the other provisions of this Mortgage, the Mortgagor expressly grants to the Mortgagee, as secured party, a security interest in all of those portions of the Collateral which are or may be subject to the State Uniform Commercial Code provisions applicable to secured transactions;

TO HAVE AND TO HOLD the Collateral and the rights and privileges hereby mortgaged or intended so to be unto the Mortgagee, its successors and assigns, for the uses and purposes herein set forth until the Loans are fully paid and the Secured Obligations are fully performed in accordance with the provisions set forth herein and in the other Basic Documents;

PROVIDED, HOWEVER, if the Mortgagor shall promptly pay or cause to be paid to the Mortgagee the Secured Obligations at the times and in the manner stipulated herein and in the Credit Agreement and the other Basic Documents, and in all other instruments securing the Secured Obligations, and shall keep, perform and observe all of the covenants and promises in the Basic Documents, and any renewal, extension or modification thereof, and in this Mortgage and in any other instrument securing the Secured Obligations, to be kept, performed or observed by the Mortgagor, then this Mortgage and all the properties, interests and rights hereby granted, conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect. The Secured Obligations secured hereby are also being secured by, among other things, mortgages, security agreements, financing statements and other instruments covering various properties (real and personal) located outside the State of Alabama.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, the maximum amount of indebtedness secured by this Mortgage at execution or which under any contingency may become secured hereby at any time hereafter is the principal sum of U.S. \$307,000,000 plus Cdn. \$27,300,000 plus interest thereon, plus amounts expended by the Mortgagee after a declaration of default hereunder to maintain the lien of this Mortgage or to protect the property secured by this Mortgage, including, without limitation, amounts in respect of insurance premiums, real estate taxes, litigation expenses to prosecute or defend the rights, remedies and lien of this Mortgage or title to the property secured hereby, and any costs, charges or amounts to which the Mortgagee becomes subrogated upon payment, whether under recognized principles of law or equity or under express statutory authority, together with interest on all the foregoing amounts at the rate provided for in the Credit Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, any future or further advances which may be made by the Mortgagee, at its sole option, to or for the benefit of the Mortgagor, the Borrowers or their respective successors, assigns and legal representatives, including, without limitation, advances evidenced by the Notes and the Letters of Credit, shall have, to the extent permitted by law, the same priority as if advanced on the date of this Mortgage.

FURTHER to secure the full, timely and proper payment and performance of the Secured Obligations, the Mortgagor hereby covenants and agrees with and warrants to the Mortgagee as follows:

ARTICLE 1

COVENANTS AND AGREEMENTS OF THE MORTGAGOR

SECTION 1.1 Payment of Secured Obligations. The Mortgagor agrees that:

(a) it will duly and punctually pay and perform or cause to be paid and performed each of the Secured Obligations of the Mortgagor at the time and in accordance with the terms of the Basic Documents, and

(b) when and as due and payable from time to time in accordance with the terms hereof or of any other Basic Documents, pay and perform, or cause to be paid and performed, all other Secured Obligations of the Mortgagor.

SECTION 1.2 Title to Collateral, etc. The Mortgagor represents and warrants to and covenants with the Mortgagee that:

(a) as of the date hereof and at all times hereafter while this Mortgage is outstanding, the Mortgagor is and shall be the absolute owner of the legal and beneficial title to the Property and to all other property included in the Collateral, and has good and marketable title in fee simple absolute to the Property, subject in each case only to this Mortgage, the encumbrances set forth in Schedule 2 hereto (the "Permitted Encumbrances") and the Liens permitted under Section 9.06 of the Credit Agreement (the "Additional Permitted Liens");

(b) the Mortgagor has good and lawful right, power and authority to execute this Mortgage and to convey, transfer, assign, mortgage and grant a security interest in the Collateral, all as provided herein;

(c) this Mortgage has been duly executed, acknowledged and delivered on behalf of the Mortgagor, all consents and other actions required to be taken by the officers, directors, shareholders and partners, as the case may be, of the Mortgagor have been duly and fully given and performed and this Mortgage constitutes the legal, valid and binding obligation of the Mortgagor, enforceable against the Mortgagor in accordance with its terms, subject

to applicable bankruptcy, insolvency or other statutes or judicial decisions affecting the enforcement of creditors' rights and to general principles of equity, whether considered in a proceeding in equity or at law, including that equitable remedies such as specific performance and injunctive relief may be refused by a court in its discretion; and

(d) the Mortgagor, at its expense, will warrant and defend to the Mortgagee and any purchaser at any foreclosure sale such title to the Collateral and the first mortgage lien and first priority perfected security interest of this Mortgage hereon and therein against all claims and demands and will maintain, preserve and protect such lien and security interest and will keep this Mortgage a valid, direct first mortgage lien of record on and a first priority perfected security interest in the Collateral, subject only to the Permitted Encumbrances and the Additional Permitted Liens.

SECTION 1.3 Title Insurance.

Section 1.3.1 Title Insurance Policy. Concurrently with the execution and delivery of this Mortgage, the Mortgagor, at its expense, has obtained and delivered to the Mortgagee a loan policy or policies of title insurance in an amount satisfactory to the Mortgagee naming the Mortgagee as the insured, insuring the title to and the first mortgage lien of this Mortgage on the Property, subject to the Permitted Encumbrances and the Additional Permitted Liens. The Mortgagor has duly paid in full all premiums and other charges due in connection with the issuance of such policy or policies of title insurance.

Section 1.3.2 Title Insurance Proceeds. All proceeds received by and payable to the Mortgagee for any loss under the loan policy or policies of title insurance delivered to the Mortgagee pursuant to Section 1.3.1, or under any policy or policies of title insurance delivered to the Mortgagee in substitution therefor or replacement thereof, shall be the property of the Mortgagee and shall be applied by the Mortgagee in accordance with the provisions of Section 2.3.

SECTION 1.4 Recordation. The Mortgagor, at its expense, will at all times cause this Mortgage and any instruments amendatory hereof or supplemental hereto and any instruments of assignment hereof or thereof (and any appropriate financing statements or other instruments and continuations thereof), and each other instrument delivered in connection with any Basic Document and intended thereunder to be recorded, registered and filed, to be kept recorded, registered and filed, in such manner and in such places, as are requested by the Mortgagee, and will pay all such recording, registration, filing fees, taxes and other charges, and will comply with all such statutes and regulations as may be required by law in order to establish, preserve, perfect and protect the lien and security interest of this Mortgage as a valid, direct first mortgage lien and first priority perfected security interest in the Collateral, subject only to Permitted Encumbrances and the Additional Permitted Liens. The Mortgagor will pay or cause to be paid, and will indemnify the Mortgagee in respect of, all taxes (including interest and penalties) at any time payable in connection with the filing and recording of this Mortgage and any and all supplements and amendments hereto.

SECTION 1.5 Payment of Impositions, etc. Subject to Section 1.8 (relating to permitted contests), the Mortgagor will pay or cause to be paid before the same would become delinquent and before any fine, penalty, interest or cost may be added for non-payment, all taxes, assessments, water and sewer rates, charges, license fees, inspection fees and other governmental levies or payments, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which at any time may be assessed, levied, confirmed, imposed or which may become a lien upon the Collateral, or any portion thereof, or which are payable with respect thereto, or upon the rents, issues, income or profits thereof, or on the occupancy, operation, use, possession or activities thereof, whether any or all of the same be levied directly or indirectly or as excise taxes or as income taxes, and all taxes, assessments or charges which may be levied on the Secured Obligations, or the interest thereon (collectively, the "Impositions"); provided, that, to the extent any of the foregoing Impositions are payable in installments, the Mortgagor may pay such Impositions in installments. The Mortgagor will deliver to the Mortgagee, upon request, copies of official receipts or other satisfactory proof evidencing such payments.

SECTION 1.6 Insurance and Legal Requirements. Subject to Section 1.8 (relating to permitted contests), the Mortgagor, at its expense, will comply, or cause compliance with:

(a) all provisions of any insurance policy covering or applicable to the Collateral or any part thereof and all requirements of the issuer of any such policy applicable to or affecting the Collateral or any part thereof or any use or condition of the Collateral or any part thereof, and the terms and provisions of Section 9.04 of the Credit Agreement (collectively, the "Insurance Requirements"); and

(b) all laws, including Environmental Laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Collateral or any part thereof, or any of the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, or any use or condition of the Collateral or any part thereof, except where failure to so comply would not have a Material Adverse Effect (collectively, the "Legal Requirements");

whether or not compliance therewith shall require structural changes in or interference with the use and enjoyment of the Collateral or any part thereof.

SECTION 1.7 Security Interests, etc. The Mortgagor will not directly or indirectly create or permit or suffer to be created or to remain, and will promptly discharge or cause to be discharged, any deed of trust, mortgage, encumbrance or charge on, pledge of, security interest in or conditional sale or other title retention agreement with respect to or any other lien on or in the Collateral or any part thereof or the interest of the Mortgagor, the Mortgagee therein or any Proceeds thereof or Rents or other sums arising therefrom, other than (a) the Permitted Encumbrances, (b) liens of mechanics, materialmen, suppliers or vendors or rights thereto incurred in the ordinary course of the business of the Mortgagor for sums not more than 30 days past due or any such liens or rights thereto which are at the time being contested as permitted by Section 1.8 and for which adequate reserves have been

set aside on the books of Mortgagor, and (c) as expressly provided in Section 9.06 of the Credit Agreement. The Mortgagor will not postpone the payment of any sums for which liens of mechanics, materialmen, suppliers or vendors or rights thereto have been incurred (unless such liens or rights thereto are at the time being contested as permitted by Section 1.8), or enter into any contract under which payment of such sums is postponable (unless such contract expressly provides for the legal, binding and effective waiver of any such liens or rights thereto), in either case, for more than 60 days after the completion of the action giving rise to such liens or rights thereto.

SECTION 1.8 Permitted Contests. The Mortgagor at its expense may contest, or cause to be contested, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition, Legal Requirement or Insurance Requirement or lien of a mechanic, materialman, supplier or vendor, provided that, (a) in the case of an unpaid Imposition, lien, encumbrance or charge, such proceedings shall suspend the collection thereof from the Mortgagor, the Mortgagee, and the Collateral (including any rent or other income therefrom) and shall not interfere with the payment of any such rent or income, (b) neither the Collateral nor any rent or other income therefrom nor any part thereof or interest therein would be in any danger of being sold, forfeited, lost or interfered with, (c) in the case of a Legal Requirement, neither the Mortgagor nor the Mortgagee would be in danger of any material civil or criminal liability for failure to comply therewith, (d) the Mortgagor shall have furnished such security, if any, as may be reasonably required in the proceedings, (e) the non-payment of the whole or any part of any Imposition will not result in the delivery of a tax deed to the Collateral or any part thereof because of such non-payment, (f) the payment of any sums required to be paid with respect to the Notes and Reimbursement Agreements or under this Mortgage (other than any unpaid Imposition, lien, encumbrance or charge at the time being contested in accordance with this Section 1.8) shall not be interfered with or otherwise affected, and (g) in the case of any Insurance Requirement, the failure of the Mortgagor to comply therewith shall not affect the validity of any insurance required to be maintained by the Mortgagor under Section 2.1.

SECTION 1.9 Leases. Except for Permitted Encumbrances and Additional Permitted Liens, and as set forth in Schedule 2 attached hereto and made a part hereof, the Mortgagor represents and warrants to the Mortgagee that, as of the date hereof, there are no written or oral leases or other agreements of any kind or nature relating to the occupancy of any portion of the Property by any Person other than the Mortgagor. The Mortgagor will not enter into any such written or oral lease or other agreement with respect to any portion of the Property without first obtaining the written consent of the Mortgagee which consent shall not be unreasonably withheld or delayed.

SECTION 1.10 Compliance with Instruments. The Mortgagor at its expense will promptly comply with all rights of way or uses, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Property and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of the Mortgagor under the terms thereof. The Mortgagor will not take any action which may result in a forfeiture or termination of the rights afforded to the Mortgagor under any such instruments and will not, without the prior written consent of the Mortgagee (which consent shall not be unreasonably withheld or delayed), amend any of such instruments.

SECTION 1.11 **Maintenance and Repair, etc.** Subject to the provisions of Section 1.12, the Mortgagor will keep or cause to be kept all presently and subsequently erected or acquired Improvements and the sidewalks, curbs, vaults and vault space, if any, located on or adjoining the same, and the streets and the ways adjoining the same, in good and substantial order and repair consistent with the Mortgagor's use of such Improvements and in such a fashion that the value and utility of the Collateral will not be diminished, and, at its sole cost and expense, will promptly make or cause to be made all necessary and appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, for the operation of the Mortgagor's business. The Mortgagor at its expense will do or cause to be done all shoring of foundations and walls of any building or other Improvements on the Property and (to the extent permitted by law) of the ground adjacent thereto, and every other act necessary or appropriate for the preservation and safety of the Property by reason of or in connection with any excavation or other building operation upon the Property and upon any adjoining property, whether or not the Mortgagor shall, by any Legal Requirement, be required to take such action or be liable for failure to do so.

SECTION 1.12 **Alterations, Additions, etc.** So long as no Default shall have occurred and be continuing, the Mortgagor shall have the right at any time and from time to time to make or cause to be made reasonable alterations of and additions to the Property or any part thereof, provided that any alteration or addition: (a) shall not change the general character of the Property or reduce the fair market value thereof below its value immediately before such alteration or addition, or impair the usefulness of the Property in the Mortgagor's business; (b) is effected with due diligence, in a good and workmanlike manner and in compliance with all Legal Requirements and Insurance Requirements; (c) is promptly and fully paid for, or caused to be paid for, by the Mortgagor; and (d) is in compliance with the terms and provisions of the Credit Agreement, including by way of illustration and not limitation Section 9.13 of the Credit Agreement.

SECTION 1.13 **Acquired Property Subject to Lien.** All property at any time acquired by the Mortgagor and provided or required by this Mortgage to be or become subject to the lien and security interest hereof, whether such property is acquired by exchange, purchase, construction or otherwise, shall forthwith become subject to the lien and security interest of this Mortgage without further action on the part of the Mortgagor or the Mortgagee. Upon request of the Mortgagee, the Mortgagor, at its expense, will execute and deliver to (and will record and file as provided in Section 1.4) an instrument supplemental to this Mortgage satisfactory in substance and form to the Mortgagee, whenever such an instrument is necessary under applicable law to subject to the lien and security interest of this Mortgage all right, title and interest of the Mortgagor in and to all property provided or required by this Mortgage to be subject to the lien and security interest hereof.

SECTION 1.14 **Assignment of Rents, Proceeds, etc.** The assignment, grant and conveyance of the Leases, Rents, Proceeds and other rents, income, proceeds and benefits of the Collateral contained in the Granting Clause of this Mortgage shall constitute an absolute, present and irrevocable assignment, grant and conveyance, provided that permission is hereby given to the Mortgagor, so long as no Event of Default has occurred and is continuing hereunder, to collect, receive and apply such Rents, Proceeds and other rents, income, proceeds and benefits as they become due and payable, but not in advance thereof, and in accordance with all of the other terms,

conditions and provisions hereof and of the Leases, contracts, agreements and other instruments with respect to which such payments are made or such other benefits are conferred. Upon the occurrence and during the continuation of an Event of Default, such permission shall terminate immediately and automatically, without notice to the Mortgagor or any other Person except as required by law. Such assignment shall be fully effective, to the fullest extent permitted by applicable law, without any further action on the part of the Mortgagor or the Mortgagee and the Mortgagee shall be entitled, at its option, upon the occurrence and during the continuation of an Event of Default hereunder, to collect, receive and apply all Rents, Proceeds and all other rents, income, proceeds and benefits from the Collateral, including all right, title and interest of the Mortgagor in any escrowed sums or deposits or any portion thereof or interest therein, whether or not the Mortgagee takes possession of the Collateral or any part thereof. The Mortgagor further grants to the Mortgagee the right, to the fullest extent permitted by applicable law, at the Mortgagee's option, upon the occurrence and during the continuation of an Event of Default hereunder, to:

- (a) enter upon and take possession of the Property for the purpose of collecting Rents, Proceeds and said rents, income, proceeds and other benefits;
- (b) dispossess by the customary summary proceedings any tenant, purchaser or other Person defaulting in the payment of any amount when and as due and payable, or in the performance of any other obligation, under the Lease, contract or other instrument to which said Rents, Proceeds or other rents, income, proceeds or benefits relate;
- (c) let or convey the Collateral or any portion thereof or any interest therein; and
- (d) apply Rents, Proceeds and such rents, income, proceeds and other benefits, after the payment of all necessary fees, charges and expenses, on account of the Secured Obligations in accordance with Section 3.10.

SECTION 1.15 No Claims Against the Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or the furnishing of any materials or other property in respect of the Property or any part thereof, or be construed to permit the making of any claim against the Mortgagee in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or the furnishing of any such materials or other property is prior to the lien and security interest of this Mortgage. **All contractors, subcontractors, vendors and other persons dealing with the Property, or with any persons interested therein, are hereby required to take notice of the provisions of this Section.**

SECTION 1.16 Indemnification.

- (a) The Mortgagor hereby indemnifies, exonerates and holds the Collateral Agent and the Lenders (collectively, the "**Indemnified Parties**") free and harmless from and against any and all damages, costs and expenses whatsoever incurred or suffered by or asserted against the Indemnified Parties incurred by the Indemnified Parties or any of them as a result of, arising out of, or relating to (i) any accident, injury to or death of persons or loss of or

damage to or loss of the use of property occurring on or about the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (ii) any use, non-use or condition of the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (iii) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage, (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Collateral or any part thereof made or suffered to be made by or on behalf of the Mortgagor, (v) any negligence or tortious act on the part of the Mortgagor or any of its agents, contractors, lessees, licensees or invitees, or (vi) any work in connection with any alterations, changes, new construction or demolition of or additions to the Property (the "Indemnified Liabilities"); provided, however, that the Mortgagor shall not indemnify any Indemnified Party against any Indemnified Liabilities arising (x) by reason of such Indemnified Party's gross negligence or willful misconduct or (y) in the case of clauses (i), (ii), (iv) and (vi) above, subsequent to the Mortgagor's ownership or operation of the Property.

(b) In the event that (i) any Indemnified Party is made a party to any action or proceeding by reason of the execution of this Mortgage or any other Loan Document or (ii) any action or proceeding shall be commenced in which it becomes necessary to defend or uphold the lien of this Mortgage, all reasonable sums paid by the Indemnified Parties for the expense of any litigation to prosecute or defend the rights and lien created hereby or otherwise shall be paid by the Mortgagor to such Indemnified Parties, as hereinafter provided. The Mortgagor will pay and save the Indemnified Parties harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the State or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by the Indemnified Parties in respect of this Mortgage or any Secured Obligation. All amounts payable to the Indemnified Parties under this Section 1.16 shall be deemed indebtedness secured by this Mortgage and any such amounts which are not paid within the grace period provided for in the Credit Agreement by any Indemnified Party shall bear interest at the Base Rate applicable to Term Loans plus 2% per annum (the "Default Rate") from the date of such demand. In case any action, suit or proceeding is brought against any Indemnified Party by reason of any such occurrence, the Mortgagor, upon written request of such Indemnified Party, will, at the Mortgagor's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by the Mortgagor and approved by such Indemnified Party, which approval shall not be unreasonably withheld or delayed. The obligations of the Mortgagor under this Section 1.16 shall survive any discharge or reconveyance of this Mortgage, the payment in full of the Secured Obligations and the termination of all Commitments. If and to the extent that the foregoing undertaking is unenforceable for any reason, the Mortgagor hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

SECTION 1.17 No Credit for Payment of Taxes. The Mortgagor shall not be entitled to any credit against the Secured Obligations by reason of the payment of any tax on the Property or any part thereof or by reason of the payment of any other Imposition, and shall not apply for or claim any deduction from the taxable value of the Property or any part thereof by reason of this Mortgage.

SECTION 1.18 Offering of the Notes; Application of Proceeds of Loans. Neither the Mortgagor nor any Person acting on behalf of the Mortgagor has directly or indirectly offered the Notes or any portion thereof or any similar security to, or solicited any offer to buy any of the same from, any Person other than the Administrative Agent and Lenders. Neither the Mortgagor nor any Person acting on behalf of the Mortgagor has taken or will take any action which would subject the issuance of the Notes to the provisions of Section 5 of the Securities Act of 1933, as amended. The Mortgagor (a) will not use or permit to be used any proceeds of the Loans, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of "purchasing" or "carrying" any "margin stock" within the meaning of Regulation U of the Federal Reserve Board, as amended from time to time, and (b) has or will apply all of the proceeds of the Loans that are paid to it by the Administrative Agent and Lenders to the purposes permitted by the Credit Agreement.

SECTION 1.19 Right of Mortgagee to Require Appraisal. In the event that, pursuant to applicable law, the Administrative Agent, on behalf of any of the Lenders, is required to have in its files a current appraisal of the Property, the Administrative Agent shall have the right, from time to time during the term of the Credit Agreement, to obtain one or more fair market value appraisals of the Property from such appraisers that are members of the American Institute of Real Estate Appraisers and in such form as is reasonably satisfactory to the Administrative Agent. The reasonable cost of any such appraisals shall be paid by the Mortgagor.

SECTION 1.20 No Transfer of the Collateral. Except as expressly permitted pursuant to the terms of the Credit Agreement, the Mortgagor shall not (i) sell, convey, assign or otherwise transfer the Collateral or any portion of the Mortgagor's interest therein, or (ii) further encumber the Collateral or permit the Collateral to become encumbered by any lien, claim, security interest or other indebtedness of any kind or nature except for Permitted Encumbrances and the Additional Permitted Liens.

ARTICLE 2

INSURANCE; DAMAGE, DESTRUCTION OR TAKING, ETC.

SECTION 2.1 Insurance.

Section 2.1.1 Risks to Be Insured. The Mortgagor will, at its expense, maintain or cause to be maintained with responsible insurance carriers such insurance as is required pursuant to the terms of the Credit Agreement.

Section 2.1.2 Policy Provisions. Any insurance maintained pursuant to this Section 2.1 may be evidenced by blanket insurance policies covering the Property and other properties or assets of the Mortgagor, provided that any such policy shall specify the portion, if less than all, of the total coverage of such policy that is allocated to the Property, and shall in all other respects comply with the requirements of this Section 2.1. The Mortgagee agrees that the amount, type and terms of the policies of insurance maintained by the Mortgagor as

of the date hereof (copies of which have previously been furnished to the Mortgagee) are satisfactory as of the date hereof for the purposes of this Section 2.1.2.

Section 2.1.3 Delivery of Policies, etc. The Mortgagor shall deliver to the Mortgagee, promptly upon request, (a) copies of all policies evidencing all insurance required to be maintained under this Section 2.1 (or, in the case of blanket policies, certificates thereof by the insurers together with a counterpart of each blanket policy), and (b) evidence as to the payment of all premiums due thereon (with respect to public liability insurance policies, all installments for the current year due thereon to such date), provided, that the Mortgagee shall not be deemed by reason of its custody of such policies to have knowledge of the contents thereof. The Mortgagor will also deliver to the Mortgagee not later than 30 days prior to the expiration of any policy a binder or certificate of the insurer evidencing the replacement thereof and not later than 15 days prior to the expiration of such policy an original copy of the new policy (or, in the case of a replacement blanket policy, a certificate thereof of the insurer together with a counterpart of the blanket policy). In the event the Mortgagor shall fail to effect or maintain any insurance required to be effected or maintained pursuant to the provisions of this Section 2.1, the Mortgagor will indemnify the Indemnified Parties against damage, loss or liability resulting from all risks for which such insurance should have been effected or maintained.

Section 2.1.4 Separate Insurance. The Mortgagor will not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained pursuant this Section 2.1.

SECTION 2.2 Damage, Destruction or Taking; Mortgagor to Give Notice; Assignment of Awards. In case of:

(a) any damage to or destruction of the Collateral or any part thereof for which the cost to repair or replace any Collateral damaged or destroyed in any one incident exceeds \$250,000, or

(b) any taking, whether for permanent or temporary use, of all or any part of the Collateral or any interest therein or right accruing thereto, as the result of or in anticipation of the exercise of the right of condemnation or eminent domain, or a change of grade affecting the Collateral or any portion thereof (a "Taking"), or the commencement of any proceedings or negotiations which may result in a Taking,

the Mortgagor will promptly give written notice thereof to the Mortgagee, generally describing the nature and extent of such damage or destruction and the Mortgagor's best estimate of the cost of restoring the Collateral, or the nature of such proceedings or negotiations and the nature and extent of the Taking which might result therefrom, as the case may be. The Mortgagee shall be entitled to all insurance proceeds payable on account of such damage or destruction and to all awards or payments allocable to the Collateral on account of such Taking, in each case which exceed \$500,000, up to the amount of the Secured Obligations, and the Mortgagor hereby irrevocably assigns, transfers and sets over to the Mortgagee all rights of the Mortgagor to any such proceeds, awards or payments

and irrevocably authorizes and empowers the Mortgagee, at its option, in the name of the Mortgagor, or otherwise, to file and prosecute what would otherwise be the Mortgagor's claim for any such proceeds, award or payment and to collect, receipt for and retain the same for disposition in accordance with Section 2.3. The Mortgagor will pay all reasonable costs and expenses incurred by the Mortgagee in connection with any such damage, destruction or Taking and seeking and obtaining any insurance proceeds, awards or payments in respect thereof.

SECTION 2.3 Application of Proceeds and Awards. The Mortgagee may, at its option, apply all amounts recovered under any insurance policy required to be maintained by the Mortgagor hereunder and all awards received by it on account of any Taking in any one or more of the following ways:

(a) to the payment of the reasonable costs and expenses incurred by the Mortgagee in obtaining any such insurance proceeds or awards, including the fees and expenses of attorneys and insurance and other experts and consultants, the costs of litigation, arbitration, mediation, investigations and other judicial, administrative or other proceedings and all other out-of-pocket expenses;

(b) to the payment of the principal of the Loans and any interest (including post-petition interest payable in any proceedings for bankruptcy under applicable law ("Post-Petition Interest") to the extent such interest is a Secured Obligation) accrued and unpaid thereon, without regard to whether any portion or all of such amounts shall be matured or unmatured, together with interest at the rate provided for in the Credit Agreement on any overdue principal and (to the extent permitted by applicable law) interest; and, in case such amount shall be insufficient to pay in full all such amounts, then such amount shall be applied, in accordance with the provisions of Section 2.10(e) of the Credit Agreement;

(c) to the payment of, or the application to, any Secured Obligation (other than as provided in clause (b) above);

(d) to fulfill any of the other covenants contained herein as the Mortgagee may determine;

(e) to the Mortgagor for application to the cost of restoring the Collateral and the replacement of Goods destroyed, damaged or taken; or

(f) to the Mortgagor.

Notwithstanding the foregoing provisions of this Section 2.3 to the contrary (but subject to the provisions of Section 2.4), and if each of the following conditions is satisfied, the Mortgagee, upon request of the Mortgagor, shall apply insurance proceeds or condemnation awards received by it to the restoration or replacement of the Collateral, to the extent necessary for the restoration or replacement thereof:

(i) there shall then exist no uncured Event of Default;

(ii) the Mortgagor shall furnish to the Mortgagee a certificate of an architect or engineer reasonably acceptable to the Mortgagee stating (x) that the Collateral is capable of being restored, prior to the Revolving Credit Commitment Termination Date, to substantially the same condition as existed prior to the casualty or Taking, (y) the aggregate estimated hard and soft costs of such restoration and (z) as to any Taking, that the property taken in such Taking, or sold under threat thereof, is not necessary to the Mortgagor's customary use or occupancy of the Property; and

(iii) in the event that the estimated cost of restoration set forth in the certificate of such architect or engineer (and such revisions to such estimate as are from time to time made) exceeds the net insurance proceeds or condemnation awards actually received from time to time, the Mortgagor shall deposit the amount of such excess with the Mortgagee.

In the event that such insurance proceeds or condemnation awards are to be utilized in the restoration of the Collateral, the Mortgagee shall disburse such Proceeds and the additional amounts deposited by the Mortgagor for such restoration after receipt of a written request for disbursement, on not fewer than five nor more than twelve Business Days notice and, to the extent applicable, in accordance with customary construction loan procedures and conditions. In the event that such insurance or condemnation awards are to be utilized to replace the Collateral so destroyed or taken, the Mortgagee shall disburse such Proceeds after receipt of a written request for disbursement, on not fewer than five nor more than twelve Business Days notice simultaneously with the acquisition of such replacement property by the Mortgagor. In the event that, after the restoration or replacement of the Collateral, any insurance or condemnation awards shall remain, such amount shall be paid to the Mortgagor. Insurance proceeds and condemnation awards shall be invested in the manner reasonably requested by the Mortgagor and approved by the Mortgagee, and all interest earned thereon shall be applied as provided in this Section 2.3. If, prior to the receipt by the Mortgagee of such insurance proceeds or condemnation awards, the Collateral shall have been sold on foreclosure, the Mortgagee shall have the right to receive said insurance proceeds or condemnation awards to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment shall have been sought or recovered or denied, and the reasonable attorneys' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment.

SECTION 2.4 Total Taking and Total Destruction. In the event of a Total Destruction or a Total Taking, the Mortgagee shall apply all amounts recovered under any insurance policy referred to in Section 2.1 and all awards received by it on account of any such Taking as follows:

(a) first, to the payment of the reasonable costs and expenses incurred by the Mortgagee in obtaining any such insurance proceeds or awards, including the fees and expenses of attorneys and insurance and other experts and consultants, the costs of litigation, arbitration, mediation, investigations and other judicial, administrative or other proceedings and all other out-of-pocket expenses;

(b) second, to the prepayment of the Loans and the reduction of the Commitments in accordance with the provisions of Sections 2.10(b) and 2.10(e) of the Credit Agreement;

(c) third, to the payment of, or the application to, any Secured Obligation (other than as provided in clause (b) above);

(d) fourth, to fulfill any of the other covenants contained herein as the Mortgagee may determine; and

(e) fifth, the balance, if any, to the Mortgagor.

ARTICLE 3

EVENTS OF DEFAULT; REMEDIES, ETC.

SECTION 3.1 Events of Default; Acceleration. If an Event of Default (pursuant to and as defined in the Credit Agreement) shall occur, then and in any such event the Administrative Agent may declare the Loans and all other Secured Obligations to be immediately due and payable as provided in Section 10 of the Credit Agreement, and the same shall be and become due and payable, together with interest accrued thereon, without presentment, demand, protest or notice, all of which the Mortgagor hereby waives. The Mortgagor will pay on demand all reasonable costs and expenses, including, without limitation, attorneys' fees and expenses, incurred by or on behalf of the Mortgagee in enforcing this Mortgage, or any other Loan Document, or occasioned by any default hereunder or thereunder.

SECTION 3.2 Legal Proceedings; Judicial Foreclosure; Foreclosure.

(a) If an Event of Default shall have occurred and be continuing, the Mortgagee at any time may, at its election, proceed at law or in equity or otherwise to enforce the payment of the Secured Obligations in accordance with the terms hereof and thereof and to foreclose the lien of this Mortgage as against all or any part of the Collateral and to have the same sold under the judgment or decree of a court of competent jurisdiction. The Mortgagee shall be entitled to recover in such proceedings all costs incident thereto, including reasonable attorneys' fees and expenses in such amounts as may be fixed by the court.

(b) If an Event of Default shall have occurred and be continuing, the Mortgagee is hereby given and granted a power of sale to sell the Collateral at public outcry to the highest bidder for cash in front of the Courthouse door in Shelby County, Alabama, either in person or by auctioneer, in whole or in part, after having first given notice of the time, place and terms of sale together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, the Mortgagee or any person conducting the sale for the Mortgagee is authorized to execute to the purchaser at said sale a deed to the Collateral so purchased. The Mortgagee may bid at said sale and purchase said Collateral.

or any part thereof, if the highest bidder thereof. At the foreclosure sale, the Collateral may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Mortgagee may elect. The Mortgagee may postpone sale of all or any parcel of the Collateral by public announcement at the time and place of any previously scheduled sale, subject to compliance with the provisions of Section 6-8-69 of the Code of the State of Alabama (1975). The Mortgagee shall deliver to the purchaser Mortgagee's deed conveying the Collateral so sold without any covenant or warranty, expressed or implied. The recitals in Mortgagee's deed shall be prima facie evidence of the truth of the statements made therein.

SECTION 3.3 Uniform Commercial Code Remedies. If an Event of Default shall have occurred and be continuing, the Mortgagee may exercise from time to time and at any time any rights and remedies available to it under applicable law upon default in the payment of indebtedness, including, without limitation, any right or remedy available to it as a secured party under the Uniform Commercial Code of the State. The Mortgagor shall, promptly upon request by the Mortgagee, assemble the Collateral, or any portion thereof generally described in such request, and make it available to the Mortgagee at such place or places designated by the Mortgagee and reasonably convenient to the Mortgagee and the Mortgagor. If the Mortgagee elects to proceed under the Uniform Commercial Code of the State to dispose of portions of the Collateral, the Mortgagee, at its option, may give the Mortgagor notice of the time and place of any public sale of any such property, or of the date after which any private sale or other disposition thereof is to be made, by sending notice by registered or certified first class mail, postage prepaid, to the Mortgagor at least ten days before the time of the sale or other disposition. If any notice of any proposed sale, assignment or transfer by the Mortgagee of any portion of the Collateral or any interest therein is required by law, the Mortgagor conclusively agrees that ten days' notice to the Mortgagor of the date, time and place (and, in the case of a private sale, the terms) thereof is reasonable.

SECTION 3.4 Mortgagee Authorized to Execute Deeds, etc. The Mortgagor irrevocably appoints the Mortgagee the true and lawful attorney of the Mortgagor, in its name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement hereof pursuant to this Article 3, whether pursuant to foreclosure or as otherwise permitted by law, to execute and deliver all such deeds, bills of sale, assignments, releases and other instruments as may be designated in any such request from Mortgagee.

SECTION 3.5 Purchase of Collateral by Mortgagee. The Administrative Agent, the Collateral Agent or any of the Lenders may be a purchaser of the Collateral or of any part thereof or of any interest therein at any sale thereof, whether pursuant to foreclosure or as otherwise permitted by law, and the Administrative Agent, on behalf of the Lenders, may apply upon the purchase price thereof the Secured Obligations. Such purchaser shall, upon any such purchase, acquire good title to the properties so purchased, free of the security interest and lien of this Mortgage and, to the extent permitted by law, free of all rights of redemption in the Mortgagor.

SECTION 3.6 Receipt a Sufficient Discharge to Purchaser. Upon any sale of the Collateral or any part thereof or any interest therein, whether pursuant to foreclosure or as otherwise permitted by law, the receipt of the Collateral Agent, on behalf of the Lenders, or the officer making

the sale under judicial proceedings, shall be a sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obliged to see to the application thereof.

SECTION 3.7 Waiver of Appraisal, Valuation, etc. The Mortgagor hereby waives, to the fullest extent it may lawfully do so, the benefit of all appraisal, valuation, stay, extension and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale of the Collateral or any part thereof or any interest therein.

SECTION 3.8 Sale a Bar Against Mortgagor. Any sale of the Collateral or any part thereof or any interest therein under or by virtue of this Mortgage, whether pursuant to foreclosure or as otherwise permitted by law, shall, to the fullest extent permitted by law, forever be a bar against the Mortgagor.

SECTION 3.9 Obligations to Become Due on Sale. Upon any sale of the Collateral or any portion thereof or interest therein by virtue of the exercise of any remedy by the Mortgagee under or by virtue of this Mortgage, whether pursuant to foreclosure or otherwise in accordance with this Mortgage or by virtue of any other remedy available at law or in equity or by statute or as otherwise permitted by law, at the option of the Mortgagee, the entire Secured Obligations shall, if not previously declared due and payable, immediately become due and payable, together with interest accrued thereon and all other indebtedness which this Mortgage by its terms secures.

SECTION 3.10 Application of Proceeds of Sale and Other Moneys. The proceeds of any sale of the Collateral or any part thereof or any interest therein under or by virtue of this Mortgage, whether pursuant to foreclosure or as otherwise permitted by law, and all other moneys at any time held by the Mortgagee as part of the Collateral, shall be applied as follows:

First: to the payment of the reasonable costs and expenses of such sale (including, without limitation, the cost of evidence of title and the costs and expenses, if any, of taking possession of, retaining custody over, repairing, managing, operating, maintaining and preserving the Collateral or any part thereof prior to such sale), all reasonable costs and expenses incurred by the Mortgagee or any other Person in obtaining or collecting any insurance proceeds, condemnation awards or other amounts received by the Mortgagee, all reasonable costs and expenses of any receiver of the Collateral or any part thereof, and any Impositions or other charges or expenses prior to the security interest or lien of this Mortgage, which the Mortgagee may consider it necessary or desirable to pay;

Second: to the payment of any Secured Obligation (other than as provided in clause Third below);

Third: to the payment of all amounts of principal of and interest (including Post-Petition Interest to the extent such interest is a Secured Obligation) at the time due and payable under the Credit Agreement at the time outstanding (whether due by reason of maturity or by reason of any prepayment requirement or by declaration or acceleration or otherwise), including interest at the rate provided for in the Credit Agreement on any overdue principal and (to the extent permitted under applicable law) on any overdue interest and to

the payment of amounts payable under Interest Rate Protection Agreement with any Lender; and, in case such moneys shall be insufficient to pay in full such principal and interest and amounts payable under Interest Rate Protection Agreements with any Lender, then, first, to the payment of all amounts of interest (including Post-Petition Interest to the extent such interest is a Secured Obligation) at the time due and payable and, second, to the payment of all amounts of principal at the time due and payable under the Credit Agreement and all amounts payable under Interest Rate Protection Agreements with any Lender; and

Fourth: the balance, if any, held by the Mortgagee after payment in full of all amounts referred to in subdivisions First, Second and Third above, shall, unless a court of competent jurisdiction may otherwise direct by final order not subject to appeal, be paid to or upon the direction of the Mortgagor.

SECTION 3.11 Appointment of Receiver. If an Event of Default shall have occurred and be continuing, the Mortgagee shall, to the fullest extent permitted by law, be entitled to the appointment of a receiver for all or any part of the Collateral, whether such receivership be incidental to a proposed sale of the Collateral or otherwise, and the Mortgagor hereby consents to the appointment of such a receiver and will not oppose any such appointment. Mortgagee or any employee or agent of Mortgagee may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Property during the pendency of such foreclosure action suit and, in the case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Property in its hands in payment in whole or in part of:

- (i) The Secured Obligations, or any tax, special assessment, or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to the foreclosure sale; or
- (ii) The deficiency in case of a sale and deficiency.

SECTION 3.12 Possession, Management and Income. If an Event of Default shall have occurred and be continuing, in addition to, not in limitation of, the rights and remedies provided herein, in the Credit Agreement and in the Basic Documents, the Mortgagee, upon five days' notice to the Mortgagor, may enter upon and take possession of the Collateral or any part thereof by force, summary proceeding, ejectment or otherwise and may remove the Mortgagor and all other Persons and any and all property therefrom and may hold, operate, maintain, repair, preserve and manage the Collateral and receive all earnings, income, Rents, issues and Proceeds accruing with respect thereto or any part thereof. The Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management, except that any amounts so received by the Mortgagee shall be applied to pay all costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, repairing, preserving and managing the Collateral or any part

thereof, and any Impositions or other charges prior to the lien and security interest of this Mortgage which the Mortgagee may consider it necessary or desirable to pay, and any balance of such amounts shall be applied as provided in Section 3.10.

SECTION 3.13 Right of Mortgagee to Perform Mortgagor's Covenants, etc. If the Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder or under the Credit Agreement or any other Basic Document, the Mortgagee, on behalf of the Lenders, without notice to or demand upon the Mortgagor and without waiving or releasing any obligation or Event of Default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Mortgagor, and may enter upon the Collateral for such purpose and take all such action thereon as, in the Mortgagee's opinion, may be necessary or appropriate therefor. No such entry and no such action shall be deemed an eviction of any lessee of the Property or any part thereof. All sums so paid by the Mortgagee and all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the rate provided for in the Credit Agreement from the date of payment or incurring, shall constitute additional indebtedness under the Credit Agreement secured by this Mortgage and shall be paid by the Mortgagor to the Mortgagee on demand.

SECTION 3.14 Subrogation. To the extent that the Mortgagee, on or after the date hereof, pays any sum due under any provision of any Legal Requirement or any instrument creating any lien prior or superior to the lien of this Mortgage, or the Mortgagor or any other Person pays any such sum with the proceeds of the Loans evidenced by the Credit Agreement, the Mortgagee shall have and be entitled to a lien on the Collateral equal in priority to the lien discharged, and the Mortgagee shall be subrogated to, and receive and enjoy all reasonable rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Secured Obligations.

SECTION 3.15 Remedies, etc., Cumulative. Each right, power and remedy of the Mortgagee provided for in this Mortgage or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or the other Basic Documents, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Mortgagee of any one or more of the rights, powers or remedies provided for in this Mortgage, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Mortgagee of any or all such other rights, powers or remedies.

SECTION 3.16 Provisions Subject to Applicable Law. Notwithstanding anything contained in this Mortgage to the contrary, all rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Mortgage or any application thereof shall be invalid or unenforceable, the remainder of this Mortgage and any other application of such term shall not be affected thereby.

SECTION 3.17 **No Waiver, etc.** No failure by the Mortgagee to insist upon the strict performance of any term hereof or of any other Basic Document, or to exercise any right, power or remedy consequent upon a breach hereof or thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach. By accepting payment or performance of any amount or other Secured Obligations secured hereby before or after its due date, the Mortgagee shall not be deemed to have waived its right either to require prompt payment or performance when due of all other amounts and Secured Obligations payable hereunder or to declare a default for failure to effect such prompt payment.

SECTION 3.18 **Compromise of Actions, etc.** Any action, suit or proceeding brought by the Mortgagee pursuant to any of the terms of this Mortgage, the Credit Agreement, any other Basic Document, or otherwise, and any claim made by the Mortgagee hereunder or thereunder, may be compromised, withdrawn or otherwise dealt with by the Mortgagee without any notice to or approval of the Mortgagor.

SECTION 3.19 **Waiver.** To the full extent permitted by law, Mortgagor covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of any law or statute now or at any time in force for: (i) any stay, exemption or extension or any so-called "Moratorium Law"; (ii) the valuation or appraisal of all or any part of the Property, prior to any sale or sales of the Property pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction; or (iii) to redeem any property sold at foreclosure, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby voluntarily and knowingly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of the Mortgage. The parties intend that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be waived to the full extent permitted by the provisions of applicable law. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

ARTICLE 4

DEFINITIONS

SECTION 4.1 **Terms Defined in this Mortgage.** When used herein the following terms have the following meanings:

"Secured Obligations" means all of the obligations (monetary or otherwise) of the Mortgagor or any Borrower (including Interest Rate Protection Agreements with any Lender) now or hereafter existing under or in connection with the Credit Agreement, the Notes, or any other Basic Document, whether for principal, interest, costs, fees, expenses, reimbursements, indemnities or otherwise, and all other obligations of the Mortgagor or the

Borrowers to the Mortgagee, howsoever created, arising or now or hereinafter existing or due or to become due.

"State" means the State of Alabama.

"Total Destruction" means any damage to or destruction of the Improvements or any part thereof which, in the reasonable estimation of the Mortgagee shall require the expenditure of an amount in excess of \$500,000 over the proceeds of insurance received by the Mortgagor, the Borrowers or the Mortgagee relating to such loss to restore the Improvements to substantially the same condition of the Improvements immediately prior to such damage or destruction.

"Total Taking" means a Taking, whether permanent or for temporary use, which, in the judgment of the Mortgagee, reasonably exercised, shall substantially interfere with the normal operation of the Property by the Mortgagor.

SECTION 4.2 Use of Defined Terms. Terms for which meanings are provided in this Mortgage shall, unless otherwise defined or the context otherwise requires, have such meanings when used in any certificate and any opinion, notice or other communication delivered from time to time in connection with this Mortgage or pursuant hereto.

SECTION 4.3 Credit Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Mortgage, including its preamble and recitals, have the meanings provided in the Credit Agreement. In the event of any conflict between the terms and provisions of this Mortgage and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern and control.

ARTICLE 5

MISCELLANEOUS

SECTION 5.1 Further Assurances; Financing Statements.

Section 5.1.1 Further Assurances. The Mortgagor, at its expense, will execute, acknowledge and deliver all such instruments and take all such other action as the Mortgagee from time to time may reasonably request:

- (a) to better subject to the lien and security interest of this Mortgage all or any portion of the Collateral,
- (b) to perfect, publish notice or protect the validity of the lien and security interest of this Mortgage,

(c) to preserve and defend the title to the Collateral and the rights of the Mortgagee therein against the claims of all Persons (other than claims with respect to Permitted Encumbrances) as long as this Mortgage shall remain undischarged,

(d) to better subject to the lien and security interest of this Mortgage or to maintain or preserve the lien and security interest of this Mortgage with respect to any replacement or substitution for any Improvements or any other after-acquired property, or

(e) in order further to effectuate purposes of this Mortgage and to carry out the terms hereof and to better assure and confirm to the Mortgagee its rights, powers and remedies hereunder.

Section 5.1.2 **Financing Statements**. Notwithstanding any other provision of this Mortgage, the Mortgagor hereby agrees that, without notice to or the consent of the Mortgagor, the Mortgagee may file with the appropriate public officials such financing statements, continuation statements, amendments and similar documents as are or may become necessary to perfect, preserve or protect the security interest granted by this Mortgage.

SECTION 5.2 **Additional Security**. Without notice to or consent of the Mortgagor, and without impairment of the security interest and lien and rights created by this Mortgage, the Mortgagee may accept from the Mortgagor or any other Person additional security for the Secured Obligations. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent the Mortgagee from resorting, first, to such additional security, or, first, to the security created by this Mortgage, or concurrently to both, in any case without affecting the Mortgagee's lien and rights under this Mortgage.

SECTION 5.3 **Defeasance; Partial Release, etc.**

Section 5.3.1 **Defeasance**. If the Borrowers shall pay, in full, the principal of and premium, if any, and interest on the Secured Obligations in accordance with the terms thereof and hereof and all other sums payable hereunder by the Borrowers and shall comply with all the terms, conditions and requirements hereof and of the Secured Obligations, then on such date, this Mortgage shall be (except as provided herein) null and void and of no further force and effect and the Collateral shall thereupon be, and be deemed to have been, reconveyed, released and discharged from this Mortgage without further notice on the part of either the Mortgagor or the Mortgagee, and the Mortgagee shall, at Mortgagor's expense, promptly execute and deliver to the Mortgagor such instruments as are necessary to release of record this Mortgage.

Section 5.3.2 **Partial Release, etc.** The Mortgagee may, at any time and from time to time, without liability therefor, and without prior notice to the Mortgagor, release or reconvey any part of the Collateral, consent to the making of any map or plat of the Property, join in granting any easement thereon or join in any extension agreement or agreement

subordinating the lien of this Mortgage or enter into any other agreement in connection with the Collateral.

SECTION 5.4 **Notices, etc.** All notices and other communications provided to any party hereto shall be in writing and shall be mailed or delivered in the manner set forth in the Credit Agreement.

SECTION 5.5 **Waivers, Amendments, etc.** The provisions of this Mortgage may be amended, discharged or terminated and the observance or performance of any provision of this Mortgage may be waived, either generally or in a particular instance and either retroactively or prospectively, only by an instrument in writing executed by the Mortgagor and the Mortgagee (with the consent of the Majority Lenders).

SECTION 5.6 **Cross-References.** References in this Mortgage and in each instrument executed pursuant hereto to any Section or Article are, unless otherwise specified, to such Section or Article of this Mortgage or such instrument, as the case may be, and references in any Section, Article or definition to any clause are, unless otherwise specified, to such clause of such Section, Article or definition.

SECTION 5.7 **Headings.** The various headings of this Mortgage and of each instrument executed pursuant hereto are inserted for convenience only and shall not affect the meaning or interpretation of this Mortgage or such instrument or any provisions hereof or thereof.

SECTION 5.8 **Governing Law.** **THIS MORTGAGE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT AS OTHERWISE REQUIRED BY THE LAWS OF THE STATE (INCLUDING, WITHOUT LIMITATION, THE LAWS OF THE STATE WITH RESPECT TO THE VALIDITY AND ENFORCEABILITY OF THIS MORTGAGE AND THE EXERCISE OF REMEDIES HEREUNDER).**

SECTION 5.9 **Successors and Assigns, etc.** This Mortgage shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 5.10 **Consent to Jurisdiction.** THE MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF (A) ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, OR (B) ANY UNITED STATES FEDERAL OR ILLINOIS STATE COURT SITTING IN THE CITY OF CHICAGO, ILLINOIS, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY BASIC DOCUMENTS AND THE MORTGAGOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF EITHER AGENT OR ANY LENDER TO BRING

PROCEEDINGS AGAINST THE MORTGAGOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE MORTGAGOR AGAINST EITHER AGENT OR ANY LENDER, OR ANY AFFILIATE OF EITHER AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH ANY BASIC DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN THE BOROUGH OF MANHATTAN IN NEW YORK; PROVIDED, THAT SUCH PROCEEDINGS MAY BE BROUGHT IN OTHER COURTS IF JURISDICTION MAY NOT BE OBTAINED IN A COURT IN THE BOROUGH OF MANHATTAN IN NEW YORK.

SECTION 5.11 Collateral Agent as a Lender. With respect to any Loans made by it and its rights and obligations under the Basic Documents, Collateral Agent shall have and may exercise the same rights and powers hereunder and is subject to the same obligations and liabilities as and to the extent set forth herein for any other Lender, and all as more fully set forth in Section 10.6 of the Credit Agreement. The term "Lenders," "Lender," or any similar terms shall, unless the context clearly otherwise indicates, include the Collateral Agent and the Administrative Agent in their individual capacity as a Lender. The Collateral Agent may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with Mortgagor and any entity related to or affiliated with Mortgagor to the same extent as if the Collateral Agent were not acting as agent pursuant hereto and the Basic Documents.

SECTION 5.12 Severability. Any provision of this Mortgage or any other Basic Document which is prohibited or unenforceable in any jurisdiction shall as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Mortgage or such Basic Document or affecting the validity or unenforceability of such provision in any other jurisdiction.

SECTION 5.13 Future Advances. The Revolving Credit Notes evidence a revolving credit. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Revolving Credit Notes and the Canadian Notes to the same extent as if such advances were made on the date of this Mortgage, without regard to whether or not any future advance is made on the date of this Mortgage and without regard to whether or not there is any indebtedness at the time any future advance is made. All future advances made after the date of this Mortgage shall be secured by this Mortgage to the same extent as the initial Loans made pursuant to the Credit Agreement, and shall have the same priority as such initial Loans.

SECTION 5.14 Intentionally Deleted.

SECTION 5.15 Additional Collateral. Mortgagor acknowledges and agrees that the Secured Obligations are secured by the Property and various other collateral including, without limitation, at the time of execution of this Mortgage and from time to time hereafter: (i) certain additional mortgages on real property now and hereafter acquired by the Borrowers and the other Subsidiary Guarantors (as amended, modified or supplemented from time to time, collectively, the "Additional Mortgages"); and (ii) certain other "Collateral" (as such term is defined in the Security Agreement and the Pledge Agreement; hereinafter in this Section 5.15 referred to as the "Additional

Collateral") of Mortgagor, the other Subsidiary Guarantors and the Borrowers secured by the Security Documents. Mortgagor specifically acknowledges and agrees that the Property, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Secured Obligations. Accordingly, Mortgagor acknowledges that it is in Mortgagor's contemplation that the Additional Collateral pledged to secure the Secured Obligations may be pursued by Mortgagee in separate proceedings in the various states and counties where such collateral may be located and additionally that Mortgagor, the other Subsidiary Guarantors and the Borrowers liable for payment of the Secured Obligations will remain liable for any deficiency judgments in addition to any amounts Mortgagee may realize on sales of other real property or any other Additional Collateral given as security for the Secured Obligations. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, that the Notes and the Letter of Credit Documents evidencing the Secured Obligations shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding. It is the further intent and understanding of the parties that Mortgagee, following an Event of Default, may pursue all of its Collateral (including the real property secured by the Additional Mortgages and all other Additional Collateral) with the Notes and the Letter of Credit Documents remaining outstanding and in full force and effect notwithstanding any judgment of foreclosure or any other judgment which Mortgagee may obtain.

Mortgagee shall be entitled to enforce payment and performance of the Secured Obligations and to exercise all rights and powers under this Mortgage or under any Basic Document or other agreement or any laws now or hereafter in force, notwithstanding that some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise, including, but not limited to the Additional Mortgages. Neither the acceptance of this Mortgage nor its enforcement shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No right or remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Basic Documents to Mortgagee, or to which Mortgagee may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, and Mortgagee may pursue inconsistent remedies.

Mortgagor acknowledges and agrees that the Property and any other real property which may from time to time be encumbered by the Additional Mortgages may be located in more than one state and therefor Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Mortgagee to proceed to enforce or exercise any rights, powers and remedies it may have under the Basic Documents in any particular manner, in any particular order, or in any particular state or other jurisdiction.

Furthermore, Mortgagor acknowledges and agrees that Mortgagee shall be allowed to enforce payment and performance of the Secured Obligations and to exercise all rights and powers provided

under this Mortgage and the other Basic Documents, or any of them, or under any provision of law, by one or more proceedings, whether contemporaneous, consecutive or both in any one or more states in which the security may be located. Neither the acceptance of this Mortgage, or of any other Basic Document, nor its enforcement in one state, whether by court action, power of sale, or otherwise, shall prejudice or in any way limit or preclude enforcement of the Basic Documents, or any of them, through one or more additional proceedings, in that state or in any other state.

Mortgagor further agrees that any particular proceeding, including without limitation, foreclosure through court action (in a state or federal court), may be brought and prosecuted in the local or federal courts of any one or more states as to all or any part of the Property or the property encumbered by the Additional Mortgages, wherever located, without regard to the fact that any one or more prior or contemporaneous proceedings have been situated elsewhere with respect to the same or any other part of the Property and the property encumbered by the Additional Mortgages.

Mortgagee may resort to any other security held by Mortgagee for the payment of the Secured Obligations in such order and manner as Mortgagee may elect.

Notwithstanding anything contained herein to the contrary, Mortgagee shall be under no duty to Mortgagor or others, including, without limitation, the holder of any junior, senior or subordinate mortgage on the Property or any part thereof or on any other security held by Mortgagee, to exercise or exhaust all or any of the rights, powers and remedies available to Mortgagee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Mortgage is dated as of the day and year first above written.

MORTGAGOR:

DRAVO LIME COMPANY, a Delaware corporation

By: Scott A. Deininger

Name: Scott Deininger

Title: Vice President

By: Suzanne E. Ritzler

Name: Suzanne E. Ritzler

Title: Secretary

SCHEDULE 1

LEGAL DESCRIPTION OF THE LAND

See attached Schedule A.

SCHEDULE A

PARCEL I:

The South half of the Northeast quarter of Southwest quarter; the Southwest quarter of the Southwest quarter and the North half of the Southeast quarter of Southwest quarter of Section 7, Township 21 South, Range 2 West, situated in Shelby County, Alabama.

LESS AND EXCEPT the following described four parcels:

Exception 1:

Begin at a point on Section line of Section 7, Township 21 South, Range 2 West, 480 feet East of the Southwest corner of said Section 7, Township 21 South, Range 2 West and run East along said Section line 150 feet; thence due North 300 feet; thence due West 150 feet; thence South 300 feet to the point of beginning. This parcel was conveyed by Saginaw Lumber Co. to Trustees of Saginaw M.E. Church South by deed dated October 4, 1901, and recorded in Deed Book 24, page 585.

Exception 2:

Commencing at the Southeast corner of the Southwest quarter of Southwest quarter of Section 7, Township 21 South, Range 2 West, running West along the Section line 180 yards to a pine knot; thence North 257 yards to the Columbiana Road to a pine knot; thence South 130 yards to the beginning, three acres, more or less. This parcel was conveyed to J. S. Patton by deed dated July 29, 1985 and recorded in Deed Book 57, page 526.

Exception 3:

Begin at the point of intersection of the South right of way line of the L & N Railroad with the west boundary line of the Southwest quarter of the Southwest quarter of Section 7, Township 21 South, Range 2 West, in Shelby County, Alabama and run Easterly on said South right of way line a distance of 200 feet; thence turn to the right and run parallel to said West boundary line 330 feet; thence turn right and run parallel to said railroad's South right of way line 200 feet to said quarter-quarter section's West boundary line; thence turn right on said West boundary line and run 330 feet to point of beginning. This parcel as conveyed to Lucius G. Brantley, Jr. and Elia Brantley by deed recorded in Book 217, page 408.

Exception 4:

From the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 7, Township 21 South, Range 2 West, looking South along the West line of said
(SEE ATTACHED CONTINUATION PAGE)

COMMITMENT NO. 99-0810
SCHEDULE A PARAGRAPH 4 CONT. page 01
rc /es REV. NO. /

SCHEDULE A
CONTINUED

quarter-quarter section; turn an angle to the left of 80° 41' and run Southeasterly for a distance of 1877.08 feet to the point of beginning of the property herein described; thence turn an angle to the left of 28° 33' and run Northeasterly for a distance of 406.32 feet; thence turn an angle to the right of 90° and run Southeasterly for a distance of 70 feet; thence turn an angle to the right of 90° and run Southwesterly for a distance of 435.3 feet; thence turn an angle to the right of 90° and run Northwesterly for a distance of 70 feet to a point which is 28.98 feet from the point of beginning; thence go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

Exception 5:

Less and except that part conveyed to Solon E. Edmondson and Wylodine F. Edmondson in Instrument 1992-14964.

PARCEL II:

A part of the Northeast quarter of the Southwest quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said quarter-quarter section; thence South along the East line of said quarter-quarter section 52.28 feet to the point of beginning of Tract, herein described; thence 94° 06' to the right West 571.05 feet; thence 1° 36' right West 192.78 feet; thence 84° 22' left, South 526.43 feet; thence 99° 59' left, East 865.11 feet to the East line of said quarter-quarter section; thence 91° 21' left, North along said East 476.57 feet to the point of beginning. According to survey of Marve Butler, PLS #10548, dated July 9, 1990. Situated in Shelby County, Alabama.

PARCEL III:

A parcel of land in the Southeast quarter of the Southeast quarter of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows:

Begin at the Northwest corner of said quarter-quarter section; thence run East along the North quarter-quarter line 1036.81 feet; thence turn right 87° 21' 07" and run South 298.35 feet; thence turn right 92° 51' 55" and run West 1036.21 feet; thence turn right 86° 58' 50" and run North 294.40 feet to the point of beginning.

PARCEL V:

From the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 7, Township 21 South, Range 2 West, looking South along the West line of said quarter-quarter section; turn an angle to the left of 80° 41' and run Southeasterly for a distance of 1877.08 feet to the point of beginning of the property herein described; thence turn an angle to the left of 28° 33' and run Northeasterly for a distance of 406.32 feet; thence turn an angle to the right of 90° and run Southeasterly for a distance of 70 feet; thence turn an angle to the right of 90° and run Southwesterly for a distance of 435.3 feet; thence turn an angle to the right of 90° and run Northwesterly for a distance

(SEE ATTACHED CONTINUATION PAGE)

COMMITMENT NO. 99-0810
SCHEDULE A PARAGRAPH 4 CONT. page 02
rc /es REV. NO. /

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SCHEDULE A
CONTINUED

of 70 feet to a point which is 28.98 feet from the point of beginning; thence go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

PARCEL V:

TRACT A:

The West half of Southeast quarter of Southwest quarter and the West half of the South ten acres of the Northeast quarter of the Southwest quarter of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama.

TRACT B:

Ten acres of land of equal width across the North side of the Northwest quarter of Southeast quarter of Section 8, and all of the Northeast quarter of the Southwest quarter, except 10 acres of equal width off the South side of said Northeast quarter of the Southwest quarter of Section 8, and all that part of the Southeast quarter of the Northwest quarter of Section 8, described as follows:

Begin at the Southwest corner of the said Southeast quarter of the Northwest quarter and run thence North along the West line of said forty acres a distance of 350 feet, more or less, to the Right of Way of the Saginaw Lumber Co.'s old R.R. bed; run thence in a Northeasterly direction along said old R.R. right of way bed to its intersection with the East line of the said Southeast quarter of the Northwest quarter, which point of intersection is 788 feet, more or less, South of the Northeast corner of said quarter-quarter section; run thence South along the East line of said last named 40 acres a distance of 532 feet, more or less, to the Southeast corner of said Southeast quarter of the Northwest quarter; run West along the South line of said last described 40 acres a distance of 1320 feet, more or less, to the Southwest corner of said last described 40 acres, and being the point of beginning, all of said tract being in Section 8, Township 21 South, Range 2 West.

PARCEL VI:

PARCEL "A":

The South half of the North half; the West half of the Southeast quarter; the North half of the Northeast quarter of the Southwest quarter; the South half of the Southeast quarter of Southwest quarter; the Northwest quarter of the Southwest quarter, and that part of the Northeast quarter of the Northeast quarter lying South and East of the old right of way of Saginaw Lime & Stone Co., Narrow Gauge Railroad, all lying and being in Section 7, Township 21 South, Range 2 West, Shelby County, Alabama. LESS AND EXCEPT three parcels which are part of the Southwest quarter of Southeast quarter and part of the Southeast quarter of the Southwest quarter.

Exception 1:

(SEE ATTACHED CONTINUATION PAGE.)

COMMITMENT NO. 99-0810
SCHEDULE A PARAGRAPH 4 CONT. Page 03
rc /es REV. NO. /

**SCHEDULE A
CONTINUED**

A tract of land in the Southwest quarter of Southeast quarter and Southeast quarter of Southwest quarter of Section 7, Township 21 South, Range 2 West, in Shelby County, Alabama and more particularly described as follows:

Start at the Southeast corner of the Southwest quarter of Southeast quarter of said Section 7; thence run in a Westerly direction along the South line of the Southwest quarter of Southeast quarter for a distance of 1046.50 feet to a point; thence turn an angle of 90° to the right and run for a distance of 59.87 feet to the point of beginning of the boundary of the tract of land hereby conveyed; from said point of beginning turn an angle of 90° to the left and run a distance of 210.0 feet to a point; thence turn an angle of 90° to the right and run 67.50 feet; thence turn an angle of 90° to the left and run a distance of 85.0 feet; thence at an angle of 47° and 31' to the right run a distance of 101.61 feet; thence turn an angle of 132° and 29' to the right and run 153.62 feet; thence turn an angle of 90° to the left and run 67.50 feet; thence at an angle of 90° to the right run 210.0 feet; thence at an angle of 90° to the right run 210.0 feet to the point of beginning, as shown on the map attached hereto and made a part hereof, minerals and mining rights excepted. This parcel was conveyed to Trustees for Community Church of Saginaw by deed recorded in Deed Book 220, page 762.

Exception 2:

Begin at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 7, Township 21 South, Range 2 West, and run West along the South line of said quarter-quarter section a distance of 946.50 feet to the point of beginning of the property hereby conveyed; thence turn an angle of 90° 00' to the left and run for 26.07 feet to a point; thence turn an angle of 87° 26' to the right and run for 100.40 feet to a point; thence turn an angle of 5° 14' to the right and run for 156.61 feet to a point; thence turn an angle of 44° 51' to the right and run for 204.600 feet to a point; thence turn an angle of 132° 29' to the right and run for 85.0 feet to a point; thence turn an angle of 90° 00' to the right and run for 67.50 feet to a point; thence turn an angle of 90° 00' to the left and run for 210 feet to a point; thence turn an angle of 90° 00' to the left and run for 210 feet to a point; thence turn an angle of 90° 00' right and run for 100 feet to a point; thence turn an angle of 90° 00' to the right and run for 269.87 feet to the point of beginning. Situated in Shelby County, Alabama. This parcel was conveyed to Trustees of Galilee Baptist and Mt. Pleasant A.M.E. Union Church by deed recorded in Deed Book 231, page 129.

Exception 3:

All that part of the Southwest quarter of the Southeast quarter of the Southwest quarter lying West of the Columbiana Road. This parcel was conveyed to J.S. Patton by deed recorded in Deed Book 57, page 525.

PARCEL "B":

The East half of the Southeast quarter; the Northwest quarter of the Southeast quarter, EXCEPT 10 acres of even width across the North end thereof; the West half of the Southwest

(SEE ATTACHED CONTINUATION PAGE)

COMMITMENT NO. 99-0810
SCHEDULE A PARAGRAPH 4 CONT. Page 04
rc /es REV. NO. /

page 4 of 8

SCHEDULE A
CONTINUED

quarter of the Southeast quarter; the East half of the Southeast quarter of the Southwest quarter; the East half of the South 10 acres of the Northeast quarter of the Southwest quarter; West half of the Southeast quarter of the Northeast quarter; Southwest quarter of the Northeast quarter; Northwest quarter of the Northwest quarter; all in Section 8, Township 21 South, Range 2 West, Shelby County, Alabama.

ALSO, begin at the Northeast corner of the Southwest quarter of the Northwest quarter of Section 8, Township 21 South, Range 2 West and run thence West along the North line of said quarter-quarter section a distance of 525 feet to the point of beginning of the tract herein described; thence run South 450 feet; thence run West 300 feet; thence run North 450 feet to the North line of said quarter-quarter section; thence run East along said North line to the point of beginning.

ALSO, that part of the Northeast quarter of the Northwest quarter of Section 8, Township 21 South, Range 2 West, lying North and West of an old railroad bed.

ALSO, that part of the Southeast quarter of the Northwest quarter of Section 8, Township 21 South, Range 2 West, particularly described as follows:

Begin at the Northwest corner of said Southeast quarter of Northwest quarter and run thence South along the West line of said quarter-quarter section 1,005 feet, more or less, to the South line of the Old Saginaw Logging Railroad Bed; thence run Eastwardly along the South line of said railroad bed to a point on the East line of said quarter-quarter section, which point is 853 feet South of the Northeast corner of said quarter-quarter section; thence run North along said East line 853 feet to said Northeast corner; thence run West along the North line of said quarter-quarter section 1,320 feet, more or less, to the point of beginning.

PARCEL "C":

The West half of the Southeast quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, EXCEPT four acres in a square out of the Northwest corner of the Northwest quarter of the Southeast quarter.

ALSO, that part of the North half of the Southwest quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of said Southwest quarter and run thence South 43° 45' East for a distance of 29 feet; thence run South 88° 10' East 2,616 feet to a point on the East line of said Southwest quarter; thence run North along said East line to the Northeast corner of said Southwest quarter; thence run West along the North line of said Southwest quarter to the point of beginning.

ALSO, that part of the East half of the Southwest quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of the Southwest quarter of said Section 17; run thence

(SEE ATTACHED CONTINUATION PAGE)

COMMITMENT NO. 99-0810
SCHEDULE A PARAGRAPH 4 CONT. Page 05
rc /es REV. NO. /

SCHEDULE A -
CONTINUED

South 43° 45' East, 29 feet; thence South 88° 10' East 2,616 feet to the East line of the Southwest quarter of Section 17; thence South 2° 15' East along said East line 1,061 feet to the North boundary of the Old Tram line; said point being the point of beginning of the tract herein described; thence run South 49° 45' West along the North boundary of the Old Tram line 400 feet; thence run South 61° 45' West along said North boundary 214.4 feet; thence run South 70° 45' West along said North boundary for a distance of 746.3 feet, more or less, to a point 500 feet Northeast of the East Line of U.S. Highway #31, said 500 feet being measured along the North line of said Old Tram line; thence turn an angle to the left of 110° 16' and run Southeastwardly and along the Northeasterly line of parcels conveyed to Alton Eugene Carden by deed recorded in Deed Book 228, page 32, to James E. Carden by deed recorded in Deed Book 228, page 163 and to Lula B. Massey by deed recorded in Deed Book 228, page 30, for a distance of 616.58 feet, more or less, to the most Northerly corner of tract described in deed to Lucille S. Farris, by deed recorded in Deed Book 264, page 226; thence run Southeastwardly along the Northeasterly line of said Farris tract for a distance of 229.31 feet to a point which is 630 feet East of and 210 feet North of the Southwest corner of Southeast quarter of Southwest quarter of Section 7; thence run South 210 feet to the South line of said Southeast quarter of Southwest quarter; thence run East 675.71 feet to the Southeast corner of said Southwest quarter; thence run North along said East line to the point of beginning.

ALSO, a part of the Southeast quarter of Northwest quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, particularly described as follows:

Begin at the Southeast corner of said forty and run in a Westerly direction along the South line of said forty a distance of 1002.28 feet to center line of a ditch; thence turn an angle of 86° 06' to the right and run along center line of ditch for a distance of 322.63 feet; thence turn an angle of 0° 23' left and run along center line of ditch a distance of 466.32 feet; thence turn an angle of 8° 23' to the right and run along centerline of ditch a distance of 114.01 feet; thence turn an angle of 0° 09' to the left and run along center line of ditch a distance of 247.80 feet; thence turn an angle of 0° 05' to the left and run along center line of ditch to intersection with South line of the present paved Columbiana Road; thence in an Easterly and Southeasterly direction along the South line of said road to intersection with East line of said forty; thence South along East line of said forty to the Southeast corner, the point of beginning.

PARCEL "D":

The South half of Southeast quarter; Northwest quarter of Southeast quarter; Southwest quarter of Northeast quarter; and the East 210 feet of the South 630 feet of the Southeast quarter of the Northwest quarter all in Section 21, Township 21 South, Range 2 West, situated in Shelby County, Alabama.

PARCEL VII:

The Northeast quarter of Southeast quarter of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama.

(SEE ATTACHED CONTINUATION PAGE)

COMMITMENT NO. 99-0810
SCHEDULE A PARAGRAPH 4 CONT. Page 06
rc /es REV. NO. /

SCHEDULE A -
CONTINUED

PARCEL VIII:

As a point of beginning, commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama; thence South and on the West boundary of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama, a distance of 100 feet to a point; thence South 88° 21' East a distance of 443.44 feet to a point on the South right of way of a public road; thence in a Westerly direction and on the South right of way of a public road a chord distance of 90.63 feet to a point, said chord bearing North 75° 00' West; thence North 85° 25' West and on the South right of way of said public road a distance of 144.86 feet to a point; thence in a Northwesterly direction and on the South margin of said public road a chord distance of 235.52 feet to a point, said chord bearing North 63° 47' West, said point being the point of intersection of the South right of way of said public road and the West boundary of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama; thence South and on the East boundary of said Section 8 a distance of 26.28 feet to the point of beginning.

(SEE ATTACHED CONTINUATION PAGE)

**SCHEDULE A -
CONTINUED**

All lying and being in the Southwest quarter of the Northwest quarter and in the Northwest quarter of the Southwest quarter of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama.

PARCEL IX:

Together with the easement rights for ingress and egress in favor of Dravo Basic Materials Company, Inc., as set forth in Paragraph B, Section 4, of that certain instrument by and between Ralph B. Pfeiffer and wife, Arlene Pfeiffer, and Longview Lime Corporation, dated February 1, 1965, as recorded in Deed Book 234, page 115, as amended by instrument dated June 27, 1966, recorded in Deed Book 243, page 336, as assigned to Woodward Corporation, by instrument dated July 30, 1968, recorded in Deed Book 254, page 298 as further assigned to Southern Stone Company, Inc. by assignment of lease dated July 14, 1977, recorded in Misc. Book 25, page 805 in Probate Office of Shelby County, Alabama.

Commonly known as: Longview plant and quarry
Highway 31 South
Saginaw, AL 35137
(Shelby county)

SCHEDULE 2

PERMITTED ENCUMBRANCES

See attached Schedule B.

SCHEDULE B -

1. Taxes for the year ending October 1, 19, not yet due and payable.
 2. Right of way and easement in favor of Alabama Power Company recorded in Real Volume 360, page 36. (SE 1/4 of SW 1/4 of Sec. 7)
 3. Transmission line and easement in favor of Alabama Power Company recorded in Real Book 315, page 456. (N 1/2 of Sec 7)
 4. Agreement dated September 6, 1991 by Alabama Power Company and Dravo Lime Company recorded in Real Book 360, page 609. (NW 1/4 of SW 1/4 of Sec 7)
 5. Any loss, claim, damage or expense including additional tax due, if any, arising from or due to the fact that ad valorem taxes for subject property have been paid under a current use assessment.
 6. Right of way to Louisville and Nashville Railroad Company as recorded in Deed Book 10, page 306. (As to Sections 7 and 8)
 7. Right of way to South and North Alabama Railroad Company as recorded in Deed Book 41, page 52. (As to Sections 7 and 8)
 8. Right of way to Shelby County, Alabama, as recorded in Deed Book 54, page 406; Deed Book 74, page 39; Deed Book 54, page 503; Deed Book 167, page 200 (As to Section 7); and Deed Book 336, page 954 (As to Section 8)
- (SEE ATTACHED CONTINUATION PAGE)

SCHEDULE - B
CONTINUED

9. Pipe line permit to Southern Natural Gas Corporation recorded in Deed Book 90, page 287. (As to Section 7)
10. Transmission line permit to Alabama Power Company as recorded in Deed Book 101, page 97; Deed Book 103, page 57; Deed Book 103, page 486; Deed Book 127, page 305; Deed Book 141, page 417; Deed Book 169, page 328; Deed Book 129, page 40; Deed Book 142, page 569 and Real Record 315, page 456. (As to Section 7)
11. Transmission line permits to Alabama Power Company as recorded in Deed Book 141, page 418; Deed Book 138, page 214; Deed Book 180, page 41; Deed Book 101, page 121; Deed Book 142, page 401; Deed Book 177, page 494 and Deed Book 142, page 568. (As to Section 8)
12. Transmission line permits to Alabama Power Company as recorded in Deed Book 156, page 552 and Deed Book 165, page 122. (As to Section 17)
13. Easement in favor of Alabama Water & Gas Board as recorded in Real Volume 227, page 296.
14. Right-of-way granted Alabama Power Company recorded in Deed Book 297, page 384; Deed Book 297, page 386 and Deed Book 297, page 388 and Deed Book 242, page 471. (As to Section 7)
15. Rights of non-exclusive easements and profits previously conveyed by E.I. Lime Company to Southern Industries Corporation recorded in Deed Book 293, page 596.
16. Transmission line permit to Alabama Power Company as recorded in Real Record 368, page 609.
17. Agreement with Alabama Power Company as recorded in Real Record 368, page 609.
18. Easement agreement with Southern Natural Gas Co. as recorded in Real Record 199, page 356 and Real Record 218, page 78.
19. Materials option to State of Alabama as recorded in Deed Book 244, page 000.
20. Right of way for a railroad across the Northwest corner of the Northeast quarter of Southeast quarter of Section 7, Township 21 South, Range 2 West, as shown by instrument from Elpha Coley to John E. Morris, et al, recorded in Deed Book 16, page 437. (As to Tract VII)
21. Ingress and egress to and from that portion of caption lands lying within Section 31, Township 21 South, Range 2 West, Shelby County, Alabama.

(SEE ATTACHED CONTINUATION PAGE)

SCHEDULE - B
CONTINUED

AS TO TRACT II:

22. Transmission line permits to Alabama Power Company as recorded in Deed Book 133, page 591; Deed Book 203, page 454; Deed Book 212, page 137; Deed Book 245, page 94.
23. Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as conveyed in Deed Book 205, page 236.

AS TO TRACT IV:

24. Subject to lease agreement between Southern Industries Corporation and GATX Leasing as recorded in Deed Book 293, page 604.
25. Subject to lease agreement between GATX Leasing and Southern Industries Corporation as recorded in Deed Book 293, page 624 and all amendments thereto.
26. Terms and conditions as set forth in that certain instrument by and between Ralph R. Pfeiffer and wife, Arlene Pfeiffer, and Longview Lime Corporation, dated February 1, 1965 as recorded in Deed Book 234, page 115, as amended by instrument dated June 27, 1966, recorded in Deed Book 243, page 336, as assigned to Woodward Corporation by instrument dated July 30, 1968, recorded in Deed Book 254, page 298 as further assigned to Southern Stone Company, Inc. by Assignment of Lease dated July 14, 1977, recorded in Miscellaneous Book 25, page 805, in Probate Office of Shelby County, Alabama. (As to Parcel IX)
27. Agreement for Domestic Water Line Easement in favor of Enviro Build, Inc. dated January 11, 1996, recorded under Instrument Number 1997-05055.
28. License Agreement by and between Dravo Lime Company and Nabors Cemetery Association dated January 27, 1998, recorded under Instrument Number 1998-7131.
29. Rights of parties in possession under outstanding leases.
30. Terms and conditions of that certain License Agreement between Dravo Lime Company and Nabors Cemetery Association as recorded under Instrument Number 1998-07131. (As to Tract 6, Parcel C)
31. Rights of interested parties in and to said cemetery and rights of ingress and egress thereto.
32. Agreement for domestic water line easement between Dravo Lime Company and Enviro Build, Inc. as recorded under Instrument Number 1997-05055. (Situated in Sections 7, 8 & 9, Township 21 South Range 2 West)

(SEE ATTACHED CONTINUATION PAGE)

SCHEDULE - B
CONTINUED

33. Less and except any part of subject property lying within the bounds of roads and railroad beds.
34. Lack of a right-of-access to and from the land. (As to Tract 6D)

Inst # 1999-16941

04/22/1999-16941
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
048 MMS 22088.25