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AMENDMENT OF LIME KILN LEASE

AMENDATORY AGREEMENT, dated as of June 30, 1976, between GATX LEASING CORPORATION, a Delaware corporation (the "Lessor") and SOUTHERN INDUSTRIES CORPORATION, an Alabama corporation (the "Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to a Lime Kiln Lease dated as of January 27, 1975, as amended by a letter agreement dated April 1, 1976 (herein, including the Schedule thereto (the "Schedule"), called the "Lime Kiln Lease") together with other Fundamental Agreements (as defined in the Lime Kiln Lease), pursuant to the terms of which Lessor has agreed to lease to Lessee a Lime Kiln Facility upon the completion of the construction and installation thereof; and

WHEREAS, Lessor has heretofore increased its lease commitment under the Lime Kiln Lease from \$3,300,000 to \$3,700,000 and extended the Delivery Date of the Lime Kiln Facility thereunder from April 1, 1976 to June 30, 1976; and

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WHEREAS, Lessee has requested Lessor to further increase the amount of its lease commitment under the Lime Kiln Lease from \$3,700,000 to \$4,200,000 and to further extend the Delivery Date of the Lime Kiln Facility thereunder from June 30, 1976 to December 31, 1976, and Lessor is willing to comply with such request; and

WHEREAS, in order to accomplish the foregoing purposes, Lessor and Lessee desire to amend certain provisions of the Lime Kiln Lease in the manner and to the extent provided below:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Lessor and Lessee hereby agree that



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from the date hereof, the Lime Kiln Lease is hereby amended as follows:

1. The definition of "Delivery Date" in Section 1 of the Lime Kiln Lease is amended by changing the first sentence thereof to read as follows:

"Delivery Date" shall mean the date of delivery and the acceptance of all facilities and Units, pursuant to Section 2 of this Lime Kiln Lease, which date shall not be later than December 31, 1976."

2. The definition of "Lessor's Cost" in Section 1 of the Lime Kiln Lease is amended by changing the last sentence thereof to read as follows:

"Lessor and Lessee shall certify the Lessor's Cost in respect of the Units in the Acceptance Supplement, and the total actual Lessor's Cost of all the Units shall not exceed \$4,200,000 without the prior written consent of Lessor."

3. Section 15.1 of the Lime Kiln Lease is amended by adding a new sub-paragraph (i) after sub-paragraph (h) on page 17 thereof to read as follows:

"(i) any obligation of Lessee or any of its subsidiaries for the payment of borrowed money, for the deferred purchase price of property or for the payment of rent or hire under any lease of property shall not be paid when due other than by reason of acceleration, and the period of grace, if any, provided with respect thereto, shall have elapsed, or any such obligation shall be accelerated, or Lessee or any of its subsidiaries shall forfeit its rights thereunder;"

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4. Section 21 of the Lime Kiln Lease is amended by adding at the end thereof a new subsection 21.3, to read as follows:

"21.3 During the term of this Lease and any extension thereof, Lessee covenants, warrants and agrees that without first receiving the written approval of Lessor (which approval will not be unreasonably withheld), Lessee will not, and will not permit or allow any of its subsidiaries (including, without limitation, Radcliff Materials, Inc., Southern Stone Company, Inc. and SI Lime Company) to enter into any loan agreement, indenture, mortgage or other agreement for borrowed money the effect of which would, directly or indirectly, restrict or prevent any such subsidiary or subsidiaries from making payments of any kind or nature to the Lessee (whether as dividends, repayments on account of Lessee's advances, payments for Lessee's stock, or otherwise) in an aggregate amount less than the aggregate amount of payments which such subsidiaries are ~~now~~ permitted to make to Lessee ~~as~~ from time to time ~~of the date hereof~~ pursuant to the terms of all loan agreements, indentures, mortgages or other agreements for borrowed money or instruments to which such subsidiaries are parties or by which they or any of their properties are bound which are in effect as of the date hereof."

5. Paragraph 1 of the Schedule to the Lime Kiln Lease is amended by changing the second sentence thereof to read as follows:

"the total Lessor's cost of the Units shall not exceed \$4,200,000 without the prior written consent of Lessor."

6. This Amendatory Agreement shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

7. The terms used in this Amendatory Agreement which are defined in the Lime Kiln Lease shall have the respective meanings therein specified. Except as expressly amended by this Amendatory Agreement, all of the terms, covenants and provisions of the Lime Kiln Lease and all other Fundamental Agreements shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendatory Agreement as of the day and year first above written.

GATX LEASING CORPORATION

By Thompson W. Ryder
Vice President

[CORPORATE SEAL]

ATTEST:

Stanley E. Gutfman
As its Assistant Secretary

SOUTHERN INDUSTRIES CORPORATION

By Ernest F. Gaddis
Treasurer

[CORPORATE SEAL]

ATTEST:

Geraldine Crook
As its Assistant Secretary

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STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County in said State, hereby certify that Ernest F. Ladd, III, whose name as Treasurer of Southern Industries Corporation, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 20th day of August, 1976.

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L. L. Ladd
Notary Public
State of Alabama, *Lat Ladd*
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

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STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

I, the undersigned Notary Public in and for said County in said State, hereby certify that Thompson W. Ryan, whose name as Vice President of GATX Leasing Corporation, a corporation, is signing to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 23RD day of August, 1976.

MAJORIE ANNE HANSEN
NOTARY PUBLIC - CALIFORNIA
OFFICE OF SAN FRANCISCO
My Commission Expires May 25, 1980

Majorie Anne Hansen
Notary Public
State of California, *San Francisco*