

AMENDATORY AGREEMENT, dated as of October 6, 1976, between GATX LEASING CORPORATION, a Delaware corporation ("GLC") and SOUTHERN INDUSTRIES CORPORATION, an Alabama corporation ("Southern").

RECITALS

I.

GLC, as lessee, and Southern, as lessor, are parties to a Site Lease dated as of June 30, 1975 (the "Site Lease") which Site Lease appears of record in Book 293 at Page 604, in the Office of the Judge of Probate of Shelby County, Alabama. Pursuant to said Site Lease, Southern leased to GLC certain real property described in Exhibit A thereto (the "conveyed property"), together with certain easements and profits for the use and enjoyment of the conveyed property, which easements and profits are located on and over certain adjoining real property described in Exhibit B thereto (the "easement property"). Said conveyed property and such easements and profits are collectively referred to as the "leased premises".

II.

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GLC, as said lessee under the Site Lease, and the holder of a leasehold interest thereunder in the leased premises, has sub-leased said leased premises to Southern pursuant to a Sublease dated June 30, 1975, between GLC, as lessor and Southern as lessee (the "Sublease") so as to enable Southern to construct, install, use and operate on said leased premises a Lime Kiln Facility pursuant to the Lime Kiln Lease dated January 27, 1975, as amended, between GLC, as lessor, and Southern, as lessee (the "Lime Kiln Lease"), and to other Fundamental Agreements (as defined in the Lime Kiln Lease) between GLC and Southern. Said Sublease

appears of record in Book 293 at Page 669, in the Office of the Judge of Probate of Shelby County, Alabama.

III.

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GLC and Southern have entered into a Commitment Letter dated June 30, 1976 pursuant to which GLC and Southern agreed, among other things, to amend the Site Lease and the Sublease to extend the existing term of said Site Lease and Sublease for such additional period of time as may be necessary to correspond to the extension of the Delivery Date of said Lime Kiln Facility through December 31, 1976, under said Lime Kiln Lease and other Fundamental Agreements.

IV.

In order to accomplish the foregoing purposes, GLC and Southern desire to amend certain provisions of the Sublease in the manner and to the extent hereinafter provided;

WITNESSETH:

In connection with the foregoing and in consideration thereof, GLC and Southern hereby mutually covenant and agree that from the date hereof, the Sublease between GLC and Southern, dated June 30, 1975, and recorded in Book 293 at Page 669, in the Office of the Judge of Probate of Shelby County, Alabama, is hereby amended as follows:

1. Section 1 of the Sublease is amended by changing the first sentence thereof:

"GLC does hereby sub-lease and sublet to Southern the conveyed property described in Exhibit A hereto, together with the easements and profits over, in and across the easement property, as set forth in Exhibit B hereto, at times collectively referred to as "leased

premises", for a term of sixteen (16) years, and six (6) months, commencing from and after June 30, 1975, until December 31, 1991, (the "term"), subject to the provisions of Section 3 of the Site Lease, which are hereby incorporated by reference therein."

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2. This Amendatory Agreement shall be binding upon and shall insure to the benefit of GLC and Southern and their respective successors and assigns.

3. The terms used in this Amendatory Agreement which are defined in the Site Lease shall have the respective meanings therein specified. All references in the Sublease to the other Fundamental Agreements between GLC and Southern are amended to include and refer to each of the Fundamental Agreements as heretofore or hereafter amended from time to time by GLC and Southern.

4. Except as herein expressly amended by this Amendatory Agreement, all of the terms, covenants and provisions of the Sublease and all other Fundamental Agreements shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties to the Sublease have caused this Amendatory Agreement to be executed, all as of the day and year first above written.

ATTEST:

Stanley E. Guttman
Assistant Secretary

(CORPORATE SEAL)

ATTEST:

William D. Thomas
As its Secretary

GATX LEASING CORPORATION
A Delaware Corporation

By Thompson W. W. W. W.
Vice President

GLC

SOUTHERN INDUSTRIES CORPORATION,
An Alabama Corporation

By Ernest F. Gaddis
As its Treasurer

SOUTHERN

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CONSENT AND AGREEMENT

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The undersigned, SI Lime Company, an Alabama corporation ("Lime"), for itself, and its successors and assigns, hereby acknowledges notice of and consents to all of the terms of the Sublease (the "Sublease") dated June 30, 1975, as amended by the within Amendment of Sublease dated October 6, 1976 between GATX Leasing Corporation, as sublessor ("GLC") and Southern Industries Corporation, as sublessee ("Southern"). In consideration of the benefits to be derived by Lime in operating on the leased premises the Lime Kiln Facility described in the Lime Kiln Lease dated January 27, 1975, as amended, between GLC and Southern, and without limiting the obligations of Southern to GLC and/or the rights and remedies of GLC under the Sublease, Lime hereby represents, warrants, agrees and confirms to GLC that:

1. Lime will duly and punctually observe and perform all of the terms, covenants, agreements and obligations to be observed and performed by Southern under the Sublease, all of which shall be performed and complied with by the Lime with the same force and effect as if Lime were a party thereto and all such terms and provisions of said Sublease were herein set forth in full;

2. Lime will not, directly or indirectly, do any act, or suffer or permit any condition or thing to occur which would or might constitute a default under the Sublease;

3. Without limiting Lime's obligations as aforesaid, Lime confirms and agrees that all terms, provisions, stipulations and conditions of any operating agreement or any other agreements between Lime and Southern with respect to the operation, use or maintenance of the Lime Kiln Facility by Lime, are and at all times will be subject to all terms, provisions, conditions, stipulations, rights, options and privileges for the benefit of GLC under the Sublease as now or hereafter amended or under any other of

the Fundamental Agreements now existing or as hereafter made or amended between GLC and Southern;

4. Lime does hereby grant GLC an option to purchase for the then fair market value thereof, as provided below, any and all equipment, compressors, drives, compressed air piping and related controls, motors, systems, controls, instrumentation, machinery, appliances, material, buildings, facilities, and other related equipment or property of every kind or character (except as may be subject to the Lime Kiln Lease and Loaders Lease) owned by Lime and which is or may be installed, constructed, operated, located or used on the leased premises by Lime as an integral part of the use or operation of the Lime Kiln Facility during the term of the Lime Kiln Lease (all of the above appliances, controls, facilities, equipment and related property, etc. hereinabove described being collectively referred to as the "related kiln equipment"), which option may be exercised by GLC by written notice thereof either (i) at the time of or after an Event of Default under the Sublease or Lime Kiln Lease or under any of the other Fundamental Agreements shall have occurred, or (ii) at the time of or after the termination of the Sublease and/or the Lime Kiln Lease; provided/

that GLC is entitled to take possession of the Lime Kiln Facility under the terms of the Lime Kiln Lease and fundamental agreements.

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5. In the event GLC shall exercise its purchase option in accordance with the provisions of Paragraph 4(ii) above, Lime shall execute and deliver to GLC a Warranty Bill of Sale covering all of the related kiln equipment upon payment of the purchase price therefor by GLC. In the event GLC shall exercise its purchase option in accordance with the provisions of Paragraph 4(i) above, Lime agrees to and shall forthwith execute and deliver a Warranty Bill of Sale to GLC covering all of the related kiln equipment; and thereupon, in consideration thereof, an appropriate credit equal to the amount of the purchase price thereof shall be given or applied by CLC against any amounts and/or liabilities then or thereafter due and owing GLC by Southern

under the Sublease or Lime Kiln Lease or under any of the other Fundamental Agreements. The purchase price of the related kiln equipment shall be the fair market value thereof as determined by the American Appraisal Company, or its successors; and

6. Lime will purchase each and all of the items constituting the related kiln equipment in its own name, and hereby represents, warrants and agrees that all such related kiln equipment shall and will continue to be owned by Lime at all times during the term of the Sublease and the Lime Kiln Lease, and that Lime shall not directly or indirectly, create or incur or permit to be created or incurred or to exist, any mortgage, lien, charge or encumbrance of any kind on Lime's ownership in and to any of that related kiln equipment which would have the effect of nullifying GLC's purchase rights thereto set forth in paragraph 4 above, and if any such mortgage, lien, charge or encumbrance does exist, Lime, at its sole cost and expense, shall promptly remove the same.

The terms used in this Consent and Agreement which are defined in the Lime Kiln Lease shall have the respective meanings therein specified.

Dated October 6, 1976

SI LIME COMPANY, an Alabama corporation

By Ernest F. Goddard
Treasurer

(CORPORATE SEAL)

ATTEST:

William D. Kearns
As Its Secretary

The foregoing Consent and Agreement is hereby approved and agreed to as of the date thereof.

SOUTHERN INDUSTRIES CORPORATION

By Ernest F. Goddard
Treasurer

(CORPORATE SEAL)

ATTEST:

William D. Kearns
As Its Secretary

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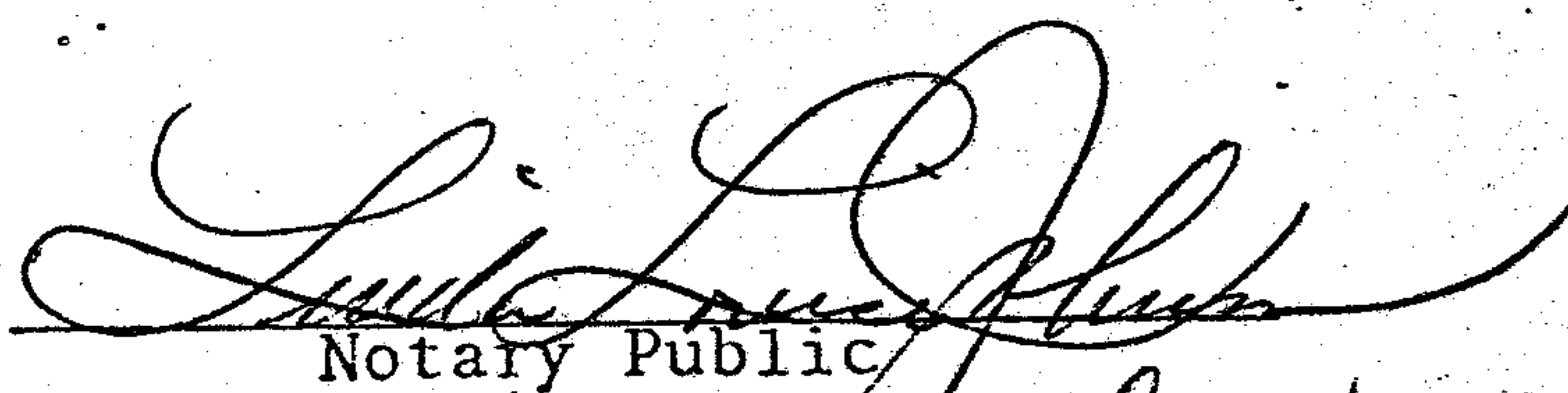
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STATE OF ALABAMA
COUNTY OF MOBILE

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Shelby Cnty Judge of Probate, AL
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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.

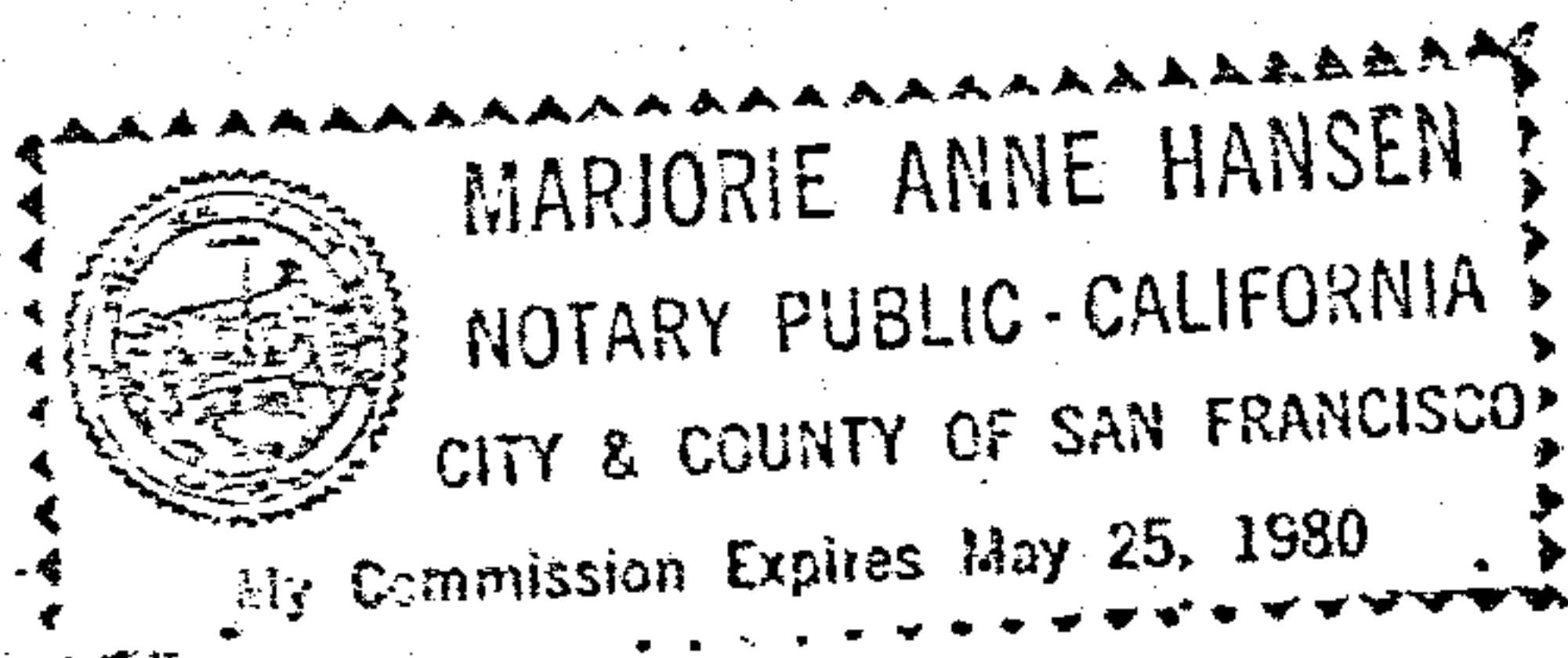
Given under my hand this the 29th day of October, 1976.

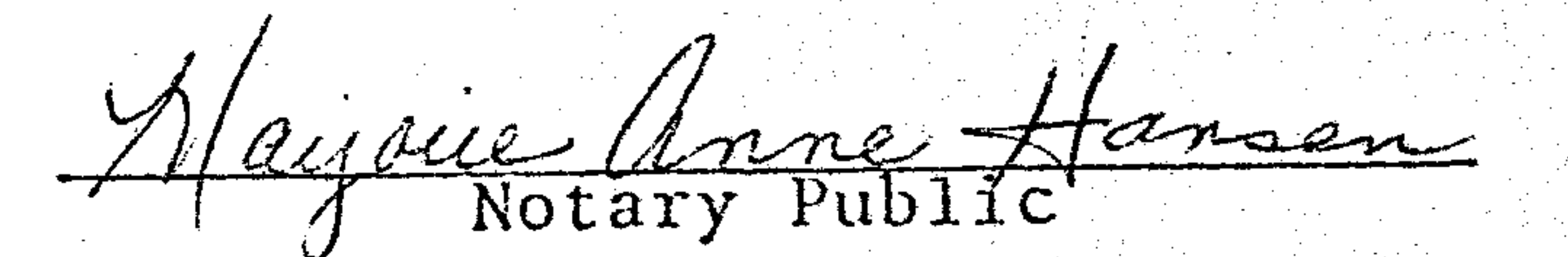

Notary Public
State of Alabama, at Large

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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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 27th day of October, 1976.

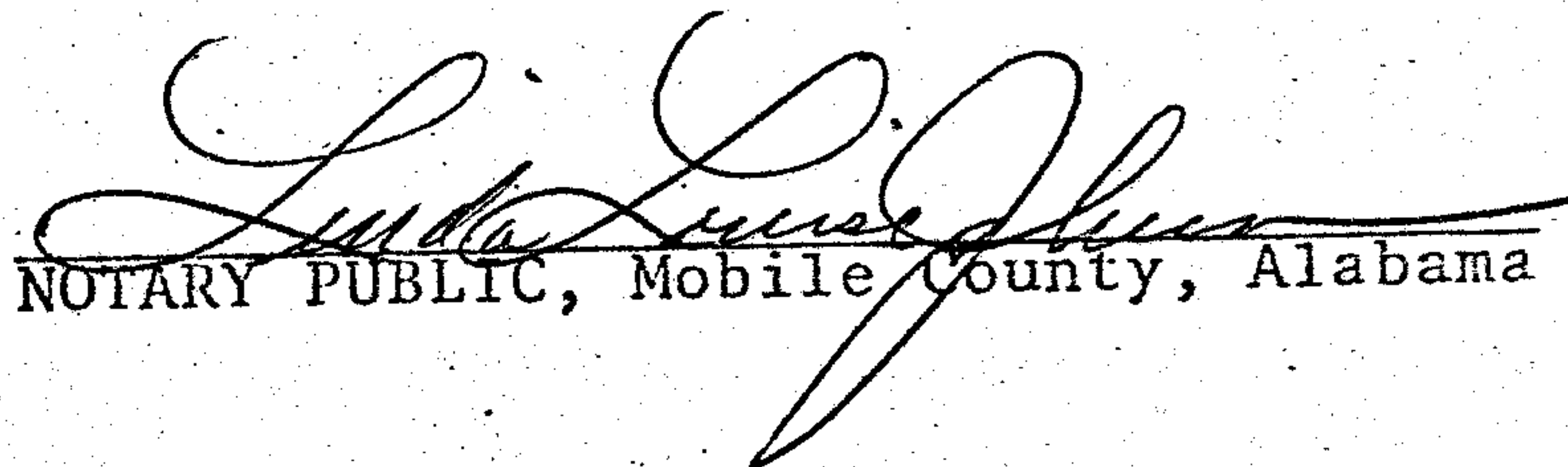



Notary Public
State of California, City & County
of San Francisco

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 SI LIME COMPANY, 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 29th day of October, 1976.


NOTARY PUBLIC, Mobile County, Alabama



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Shelby Cnty Judge of Probate, AL
11/03/1976 12:00:00AM FILED/CERT

Conrad M. Shum
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 NOV -3 AM 7:45

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