

AMENDMENT OF LIME KILN LEASE

979

AMENDATORY AGREEMENT, dated as of October 6, 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 June 30, 1976 (herein, including the Schedule thereto (the "Schedule"), called the "Lime Kiln Lease") together with other Fundamental Agreements (as described in the Lime Kiln Lease) as amended June 30, 1976, 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, Lessee has requested Lessor to increase the amount of its lease commitment under the Lime Kiln Lease from \$4,200,000 to \$5,000,000, 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 from the date hereof, the Lime Kiln Lease is hereby amended as follows:

1. 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 \$5,000,000 without the prior written consent of Lessor."

2. 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 \$5,000,000 without the prior written consent of Lessor."



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Shelby Cnty Judge of Probate, AL
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3. This Amendatory Agreement shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective successors and assigns.

4. 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. Ryzak
Vice President

(CORPORATE SEAL)

ATTEST:

Stanley E. Gutman
As Its Assistant Secretary

SOUTHERN INDUSTRIES CORPORATION

By Ernest F. Gold
Treasurer

(CORPORATE SEAL)

ATTEST:

Robert P. Hearns
As Its Assistant Secretary

CONSENT AND AGREEMENT

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 Lime Kiln Lease (the "Lime Kiln Lease") dated January 27, 1975, as amended June 30, 1976 and as further amended by the within Amendment of Lime Kiln Lease dated October 6, 1976, between GATX Leasing Corporation, as lessor ("GLC") and Southern Industries Corporation, as lessee ("Southern"). In consideration of the benefits to be derived by Lime in operating on the leased premises the Lime Kiln Facility described in said Lime Kiln Lease, and without limiting the obligations of Southern to GLC and/or the rights and remedies of GLC under the Lime Kiln Lease, Lime hereby represents, warrants, and agrees and confirms to GLC that:

1. 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 Lime Kiln Lease; and

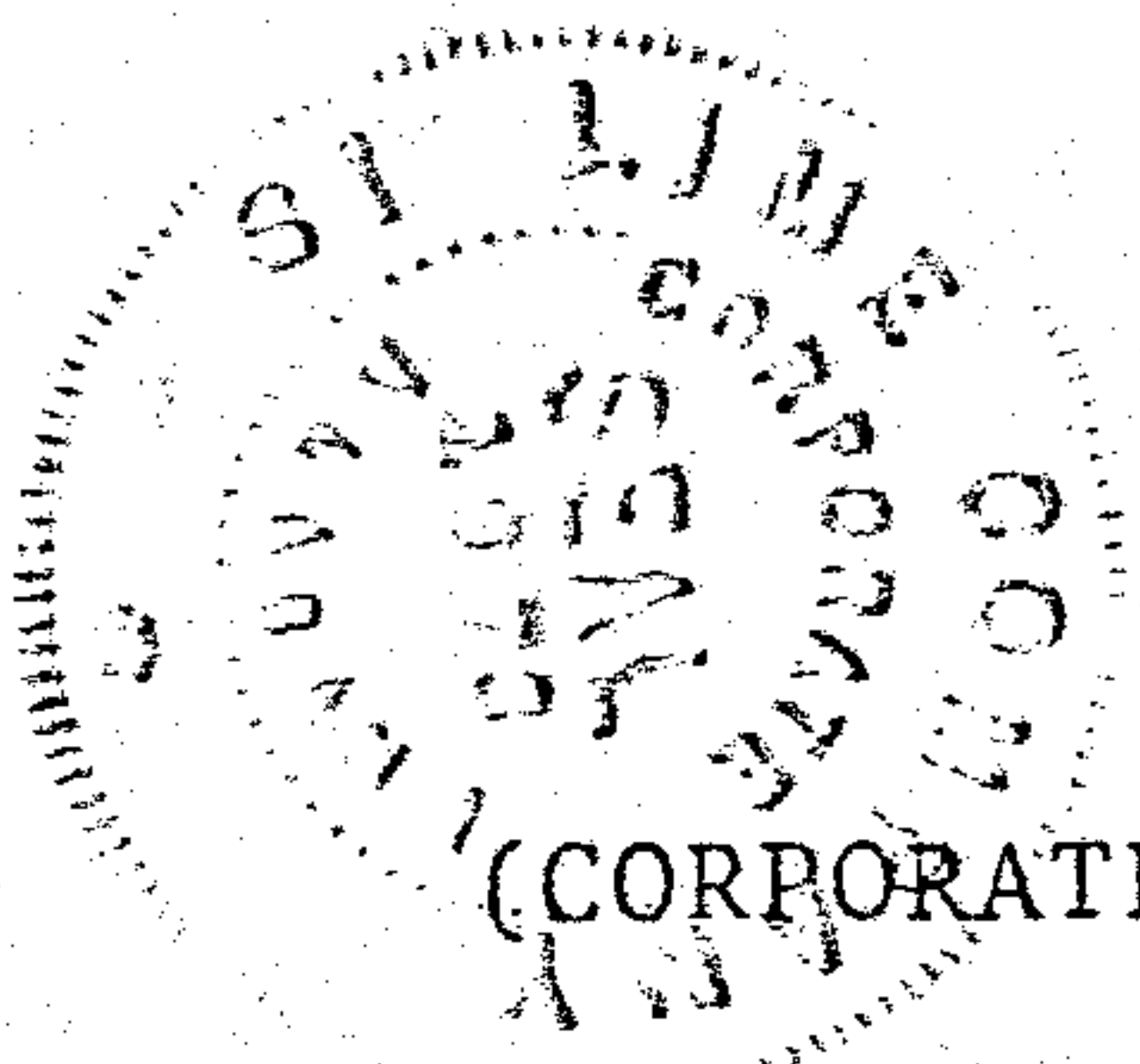
2. Without limiting Lime's obligations as aforesaid, Lime confirms and agrees that all terms, provisions, stipulations and conditions of any operating agreement or any other agreements between Lime and Southern with respect to the operation, use or maintenance of the Lime Kiln Facility by Lime are and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

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



ATTEST:

Dale D. Hearns
As Its Secretary

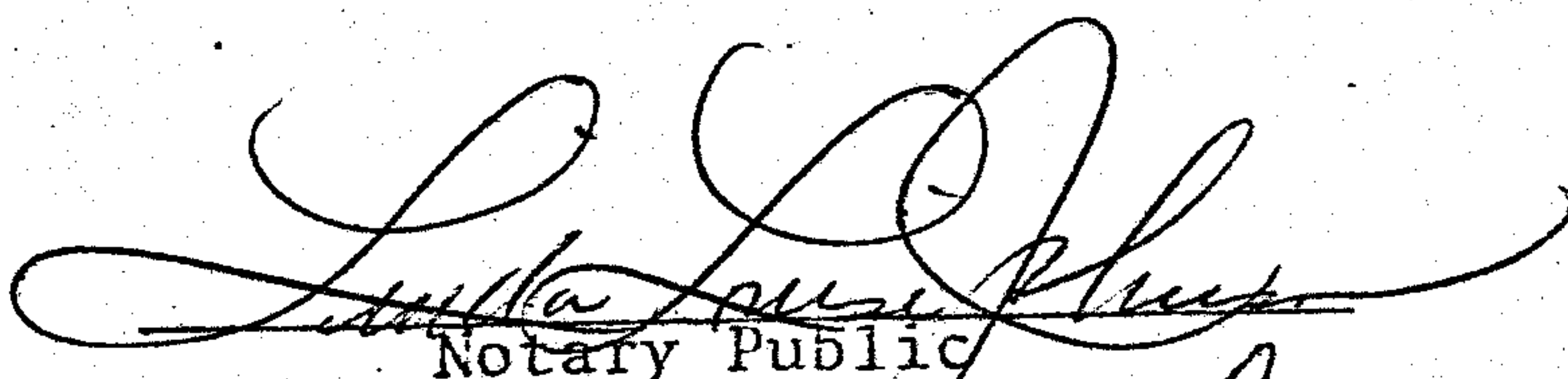
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STATE OF ALABAMA
COUNTY OF MOBILE

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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

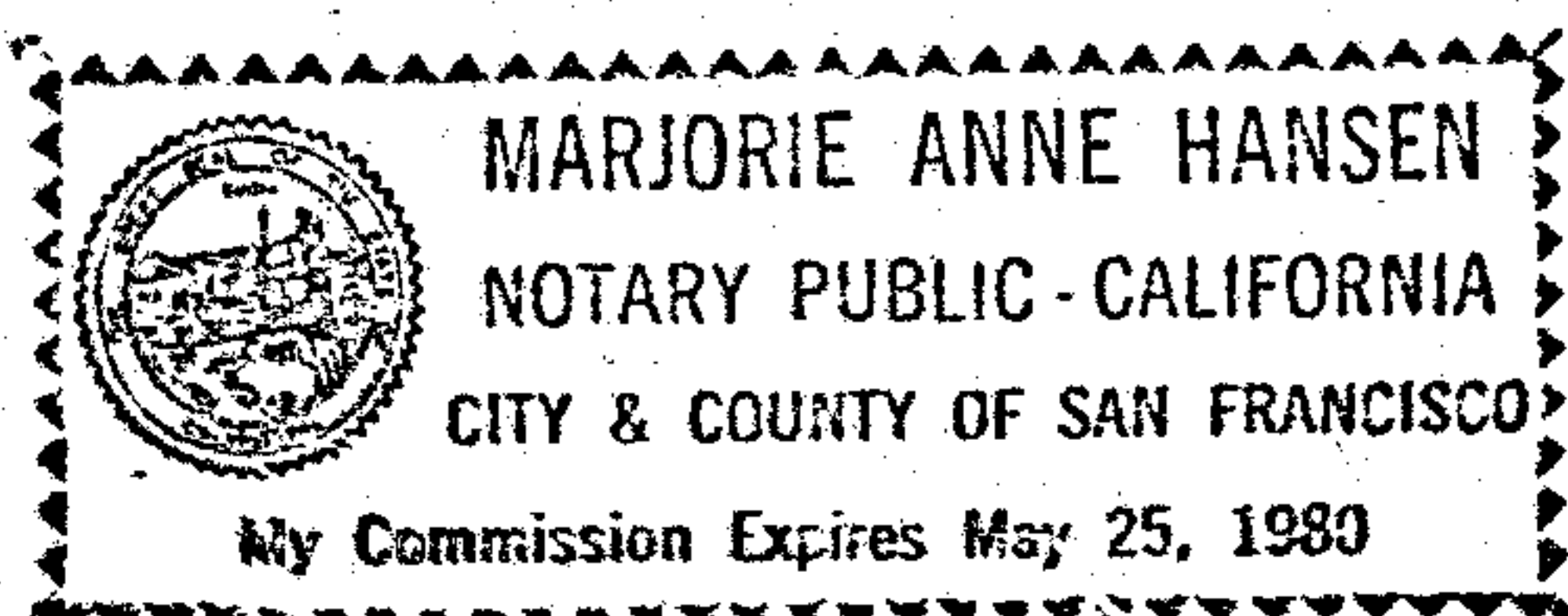


STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

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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.



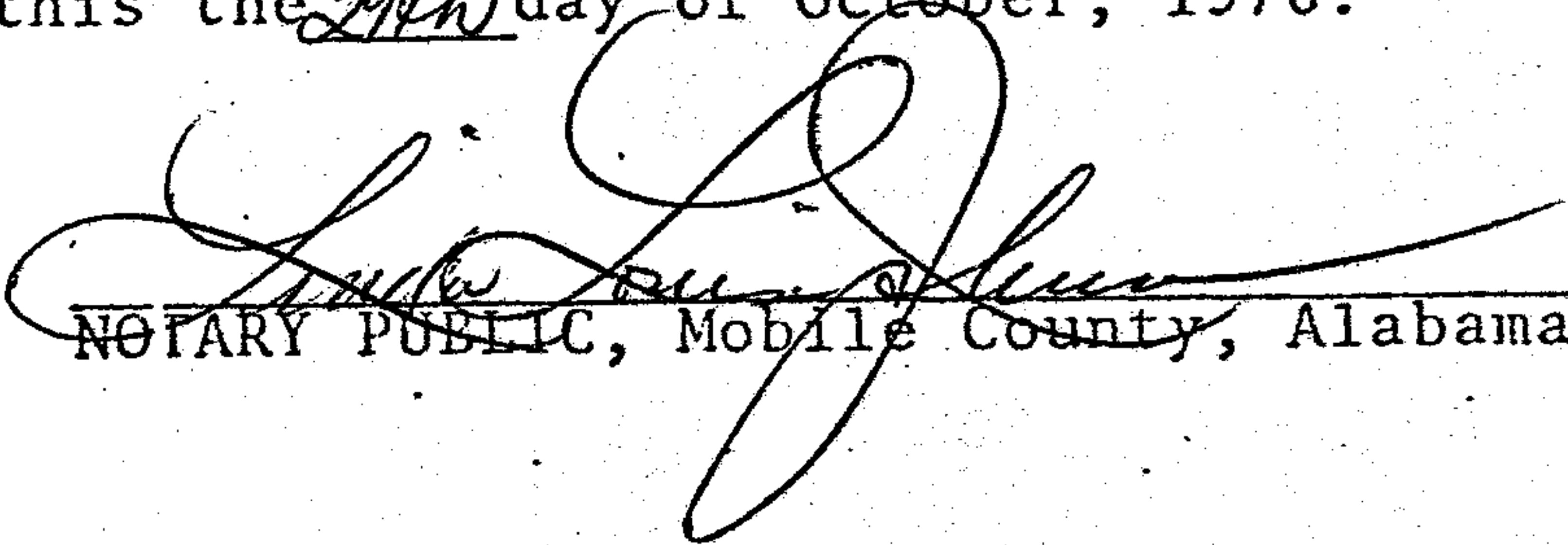

Notary Public

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

Carroll M. Johnson
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 NOV -3 AM 7:44

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