

AMENDMENT OF SITE LEASE

980

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

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.

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 Site Lease 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 Site Lease between GLC and Southern, dated June 30, 1975, and recorded in Book 293 at Page 604, in the Office of the Judge of Probate of Shelby County, Alabama, is hereby amended as follows:

1. Section 1 of the Site Lease is amended by changing the first sentence thereof to read as follows:



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"Southern does hereby lease and let to GLC 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 twenty-six (26) years, and six (6) months, commencing from and after June 30, 1975 until December 31, 2001, (the "term"), subject to the provisions of Section 3 hereof."

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2. Recital No. VI. on page 2 of the Site Lease is amended to read as follows:

"The terms used in this Site Lease, which are defined or referred to in the Lime Kiln Lease, shall have the respective meanings therein specified.

3. This Amendatory Agreement shall be binding upon and shall inure to the benefit of GLC and Southern 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. All references in said Site Lease 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.

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

IN WITNESS WHEREOF, the parties to the Site Lease have

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caused this Amendatory Agreement to be executed, all as of the day and year first above written.

ATTEST:

Stanley E. Guttman
Assistant Secretary

GATX LEASING CORPORATION,
A Delaware Corporation

By

Thompson W. Ryan
Vice President

GLC

(CORPORATE SEAL)

ATTEST:

William D. Heaver
As its Secretary

SOUTHERN INDUSTRIES CORPORATION,
An Alabama Corporation

By

Ernest F. Ladd III
As its Treasurer

SOUTHERN

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 Site Lease (the "Site Lease") dated June 30, 1975, as amended by the within Amendment of Site Lease dated October 6, 1976, between GATX Leasing Corporation, as lessee ("GLC") and Southern Industries Corporation, as lessor ("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 Site Lease, 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 Site Lease, all of which shall be performed and complied with by Lime with the same force and effect as if Lime were a party thereto and all such terms and provisions of said Site Lease 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 Site Lease, and

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 Site 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

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SI LIME COMPANY, an Alabama corporation

By *Ernest F. Gadd*
Treasurer

(CORPORATE SEAL)

ATTEST:

Allen D. Thomas
As Its Secretary

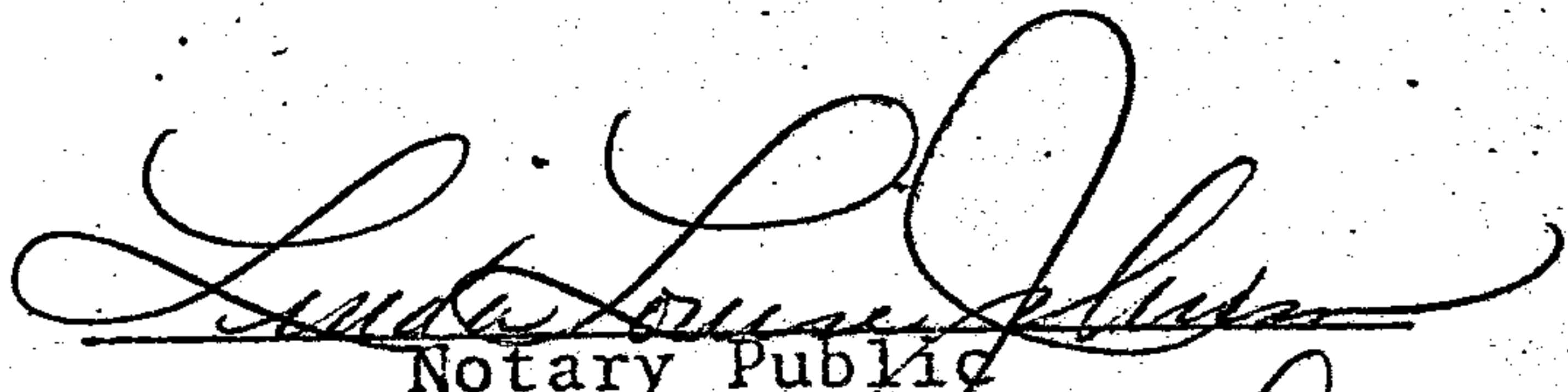
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STATE OF ALABAMA

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 29th day of October, 1976.


Notary Public
State of Alabama, at Large

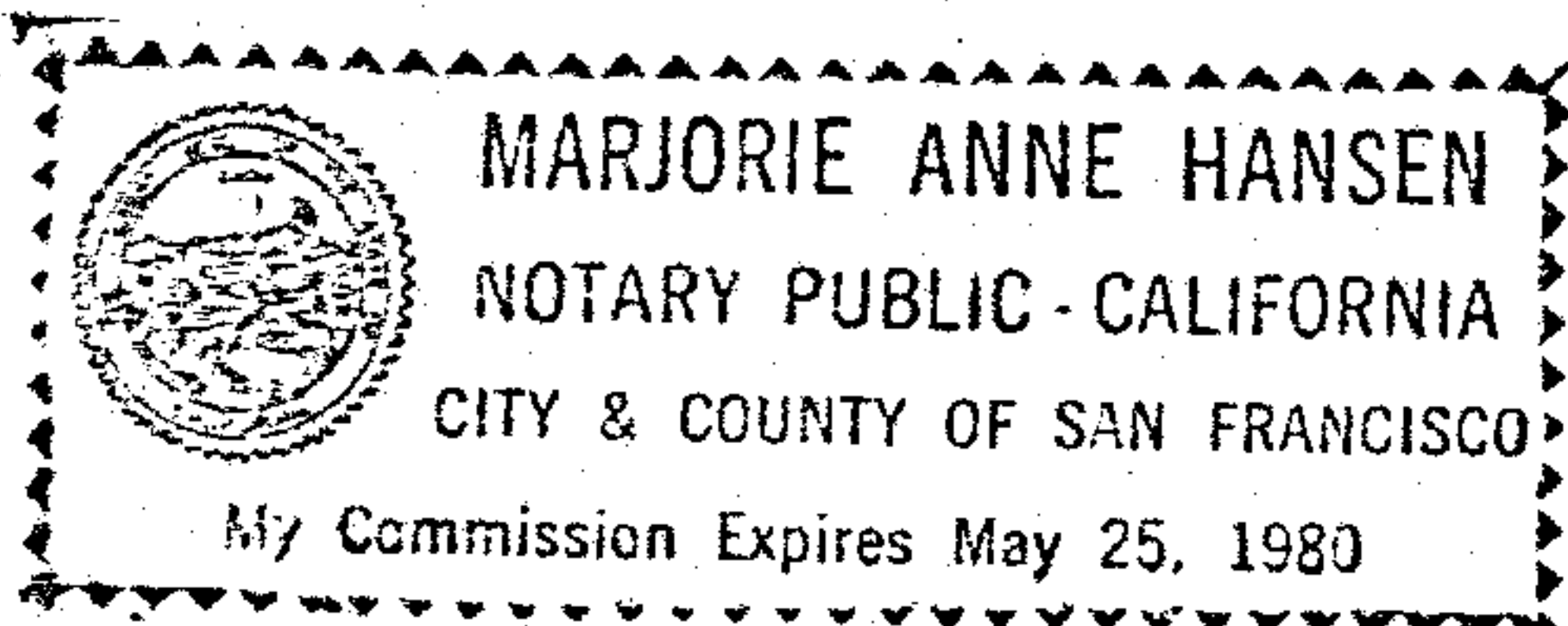
STATE OF CALIFORNIA

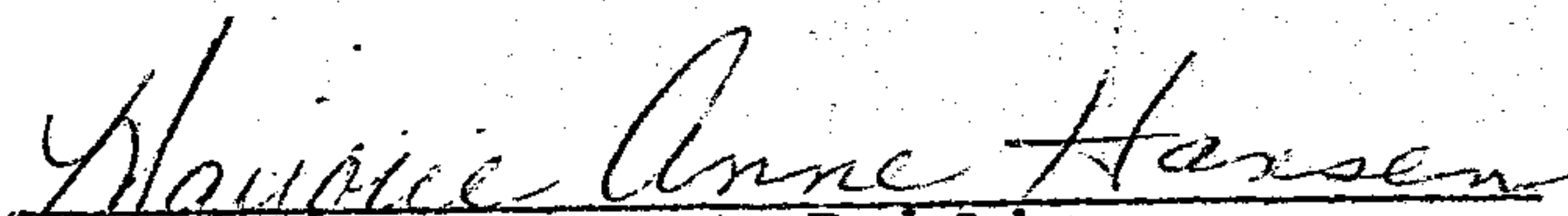
COUNTY OF SAN FRANCISCO


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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.



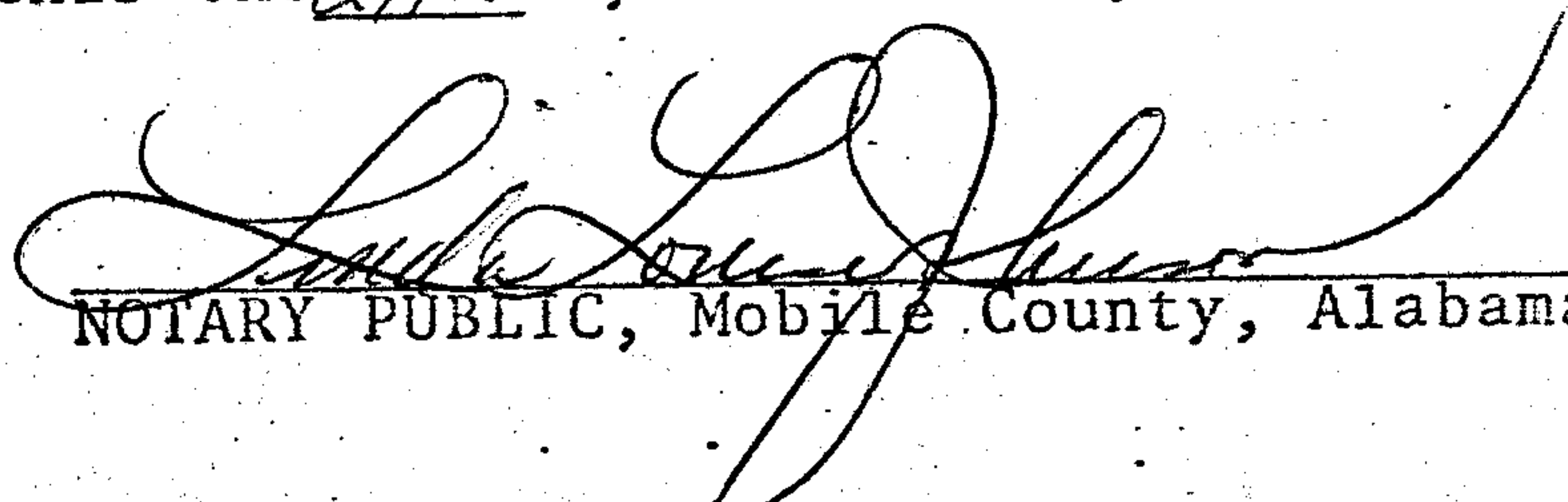

Notary Public

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 24th day of October, 1976.


NOTARY PUBLIC, Mobile County, Alabama


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Conrad P. Stauder
JUDGE OF PROBATE

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