

STATE OF ALABAMA,
COUNTY OF SHELBY.

2114



19761215000121020 1/7 \$.00
Shelby Cnty Judge of Probate, AL
12/15/1976 12:00:00 AM FILED/CERT

REQUIREMENTS CONTRACT

THIS AGREEMENT, made and executed as of this 9th
day of November, 1976, by and between SI LIME
COMPANY (LIME) and SOUTHERN STONE COMPANY, INC. (STONE), both
Alabama Corporations,

WITNESSETH:

WHEREAS, pursuant to that certain Lime Kiln Lease
between GATX LEASING CORPORATION (GLC) and SOUTHERN INDUSTRIES
CORPORATION (SIC) dated January 27, 1975, as amended and other
fundamental agreements defined therein, SIC proposes to lease
from GLC one complete rotary lime kiln processing system (the
Lime Kiln Facility) located in Saginaw, Alabama, to be operated
by LIME, a wholly owned subsidiary of SIC, and before under-
taking such an obligation, SIC and LIME must be assured of an
uninterruptable supply of high calcium limestone (a necessary
raw material used by LIME in the manufacturing of lime) for a
long period of time in such quantities as may be required by
LIME to operate the Lime Kiln Facility at its full productive
capacity during the term hereof (such quantities being herein-
after referred to as GLC Kiln Requirements); and

WHEREAS, STONE is capable of and desires to furnish such
GLC Kiln Requirements from its supply of limestone under that
certain Lease and Option Agreement from THE MEAD CORPORATION
to STONE dated August 5, 1973 (the Mead Lease);

NOW, THEREFORE, in consideration of the premises, LIME
and STONE do agree as follows:

1. PURCHASE AND SALE OF LIMESTONE:

STONE agrees to produce, deliver and sell to LIME
a supply of high calcium limestone sufficient to meet the total
GLC Kiln Requirements during the term hereof, it being estimated

that LIME will require up to 350,000 tons annually, and LIME agrees to purchase such limestone from STONE on the terms and conditions herein set forth.

2. TERM:

The term of this agreement shall be for a period of twenty-seven (27) years from the date hereof.



19761215000121020 2/7 \$.00
Shelby Cnty Judge of Probate, AL
12/15/1976 12:00:00 AM FILED/CERT

3. PLACE AND METHOD OF DELIVERY:

Delivery of limestone covered hereby shall be made by STONE f.o.b. the Lime Kiln Facility in Saginaw, Alabama.

STONE agrees that, unless notified otherwise by LIME, it will deliver limestone hereunder in such quantities and at such regular intervals that:

- (a) the receiving area of LIME shall not become unduly congested; and
- (b) the lime kiln facility shall not be forced to curtail or reduce the level of its then existing operations for lack of limestone to be delivered by STONE.

4. PRICE AND TIME OF PAYMENT:

The price to be paid by LIME to STONE shall be the prevailing market price, on a tonnage basis, f.o.b. the Lime Kiln Facility, for like kind and grade of limestone, less 10%.

Payment shall be made by LIME to STONE by the 25th day of each calendar month for all limestone delivered to LIME from the 1st to the 15th day, inclusive, of such calendar month, and by the 10th day of each calendar month for all limestone delivered to LIME from the 16th day to the last day, inclusive, of the preceding calendar month.

5. DETERMINATION OF AMOUNT OF LIMESTONE DELIVERED:

The number of tons of limestone delivered shall be determined by scales in the presence of a representative of LIME and of STONE at the Lime Kiln Facility.

LIME agrees to keep books and records at the Lime Kiln Facility which will show the quantity of limestone delivered to it at the Lime Kiln Facility by STONE, and it shall permit the employees or agents of STONE to inspect said books and records at reasonable periods during business hours.

At the time of making the semi-monthly payments hereinabove provided for, LIME shall accompany each payment by a certificate setting forth the number of tons of limestone delivered to it during the semi-monthly period for which said payment is made.

19761215000121020 3/7 \$.00
Shelby Cnty Judge of Probate, AL
12/15/1976 12:00:00 AM FILED/CERT

6. REMEDY OF STONE/UPON DEFAULT:

Should LIME fail to make the payments herein provided for when due, or should it fail to comply with any of the duties and obligations herein imposed on it, and should any such default continue for a period of sixty (60) days after written demand for payment or performance, as the case may be, has been made upon it by STONE, with a copy of said notice to be sent to GLC, then STONE may, at its option, declare this agreement terminated or it may take such other action as it may be legally entitled to take.

7. REMEDY OF LIME UPON DEFAULT:

If STONE shall neglect, fail or refuse at any time to deliver sufficient limestone to meet the GLC Kiln Requirements, then LIME, at its option may:

(i) purchase elsewhere, from time to time, at the best immediately obtainable price, upon the open market, such limestone as may be necessary to meet the GLC Kiln Requirements, and the excess, if any, in the price (including severance tax and royalty) paid by LIME for such limestone over the contract price herein set forth shall be charged to and borne by STONE; or

17 PAGE 755
BOOK

(ii) subject to the rights of GLC under the assignment to it by STONE of the Mead Lease, dated the 9th day of November, 1976, substitute itself in the place of STONE as the Lessee and operator of the property covered by the Mead Lease, or in the event STONE shall purchase the property covered by the Mead Lease then in such event, LIME shall be entitled to all of the rights and benefits of STONE therein and thereto, for the purpose and only to the extent necessary to occupy and operate said property in order to remove and obtain delivery of sufficient limestone to meet the GLC Kiln Requirements, without apportionment as between any other lime kiln facility which may be owned and/or operated by LIME or other customers and/or users of STONE, and for such purposes LIME may enter upon the quarry premises on the property covered by the Mead Lease, and may use and employ in connection with such removal and delivery of the limestone, without cost, any equipment, supplies or other facilities of STONE.

In the event of or during the continuance of any such neglect, failure or refusal to make any such deliveries for a period of sixty (60) days, LIME shall also have the right, at its election, to terminate this Agreement, unless such neglect, failure or refusal is the result of the conditions provided for in Section 9 hereof, in which event, LIME shall have the right, at its election, to terminate this Agreement, only if such neglect, failure or refusal continues for a period of three (3) months; provided, however, that LIME obtain the written consent of GLC prior to any such termination of this Agreement. The foregoing shall be in addition to any and all other rights and remedies that LIME may legally have.

8. INDEMNITY:

Each party hereto agrees and binds itself to hold the other harmless against legal liability from all claims or actions at law for damages to persons or property caused by its employees and agents while engaged in and about the performance of this Agreement.



19761215000121020 4/7 \$.00
Shelby Cnty Judge of Probate, AL
12/15/1976 12:00:00 AM FILED/CERT



19761215000121020 5/7 \$.00
Shelby Cnty Judge of Probate, AL
12/15/1976 12:00:00 AM FILED/CERT

9. FORCE MAJEURE:

Should either party hereto be prevented from performing in a customary manner the duties and obligations herein imposed on it by acts of God, fire, accident, machinery or equipment breakdown or other events which shall not reasonably be within its control, strikes, riots, insurrection or by any law or regulation of any governmental authority, or by order of decree of any Court, then and in any such event, performance by the party affected thereby shall be excused during the period in which any such condition exists.

In the event STONE is prevented by virtue of any of the causes enumerated above from fulfilling its obligations under this Agreement, LIME shall have the rights provided for in Item 7 hereof, except that there shall be no duty on STONE to reimburse LIME for any limestone purchased by it during such period.

10. NOTICES OR DEMANDS:

Any notice or demand herein provided for shall be in writing and shall be addressed to LIME and STONE, as the case may be, with a copy to GLC, and shall

(i) be delivered in person; or

(ii) be sent by registered mail, postpaid, directed to the President, any Vice President, the Secretary or the Treasurer of the addressee.

The mailing addresses for the purpose hereof, until changed by written notice from the party to be addressed, are:

SI LIME COMPANY
Post Office Box 26223
Birmingham, Alabama 35226

SOUTHERN STONE COMPANY, INC.
2111 8th Avenue South
Birmingham, Alabama 35233

GATX LEASING CORPORATION
One Embarcadero Center
San Francisco, California 94111
Atten: Contracts Administration

11. SUCCESSIVE INTERESTS:

This Agreement shall be binding upon and shall enure to the benefit of the respective successors and assigns of each of the parties hereto, it being understood, however, that no transfer or assignment of this Agreement or of any rights hereunder shall diminish the obligations of either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers, this the day and year first hereinabove written.



19761215000121020 6/7 \$.00
Shelby Cnty Judge of Probate, AL
12/15/1976 12:00:00 AM FILED/CERT

SI LIME COMPANY

BY:

Herbert J. Reid

Its

VICE PRESIDENT

SOUTHERN STONE COMPANY, INC.

BY:

Herbert J. Reid

Its

VICE PRESIDENT

The terms of the foregoing Agreement are hereby approved and agreed to as of the date thereof.

SOUTHERN INDUSTRIES CORPORATION

BY:

Herbert J. Reid

Its

VICE PRESIDENT

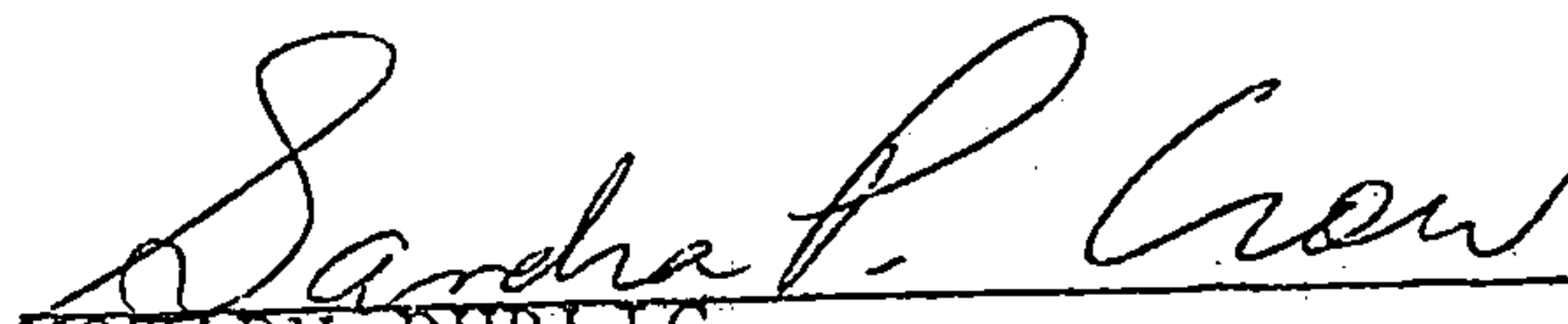
STATE OF ALABAMA,
COUNTY OF MOBILE.

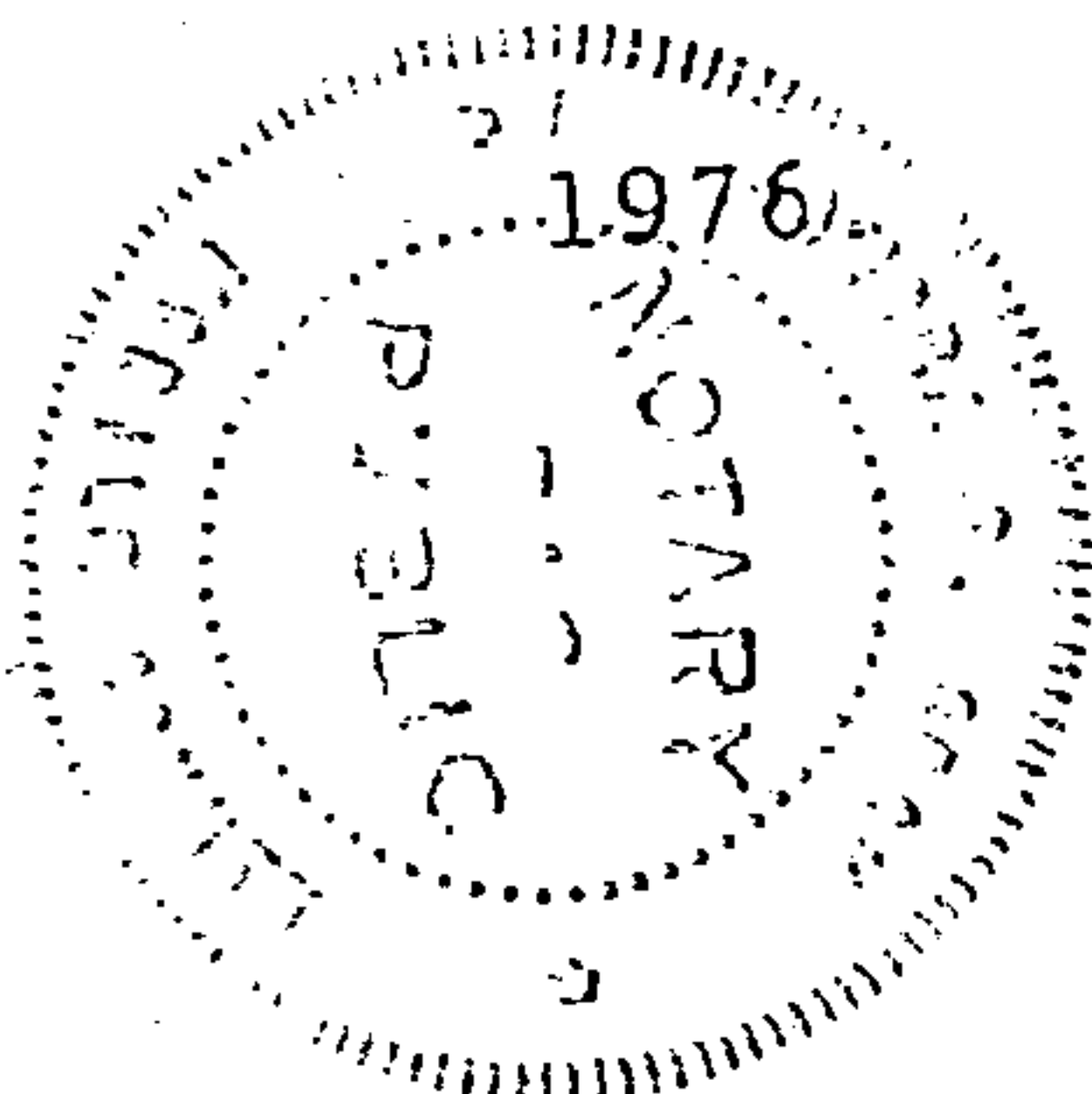


19761215000121020 7/7 \$.00
Shelby Cnty Judge of Probate, AL
12/15/1976 12:00:00 AM FILED/CERT

I, the undersigned Notary Public, in and for said County in said State, hereby certify that KENNETH J. REID, whose name as Vice President 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 9th day of November,



NOTARY PUBLIC,
State of Alabama, County of Mobile

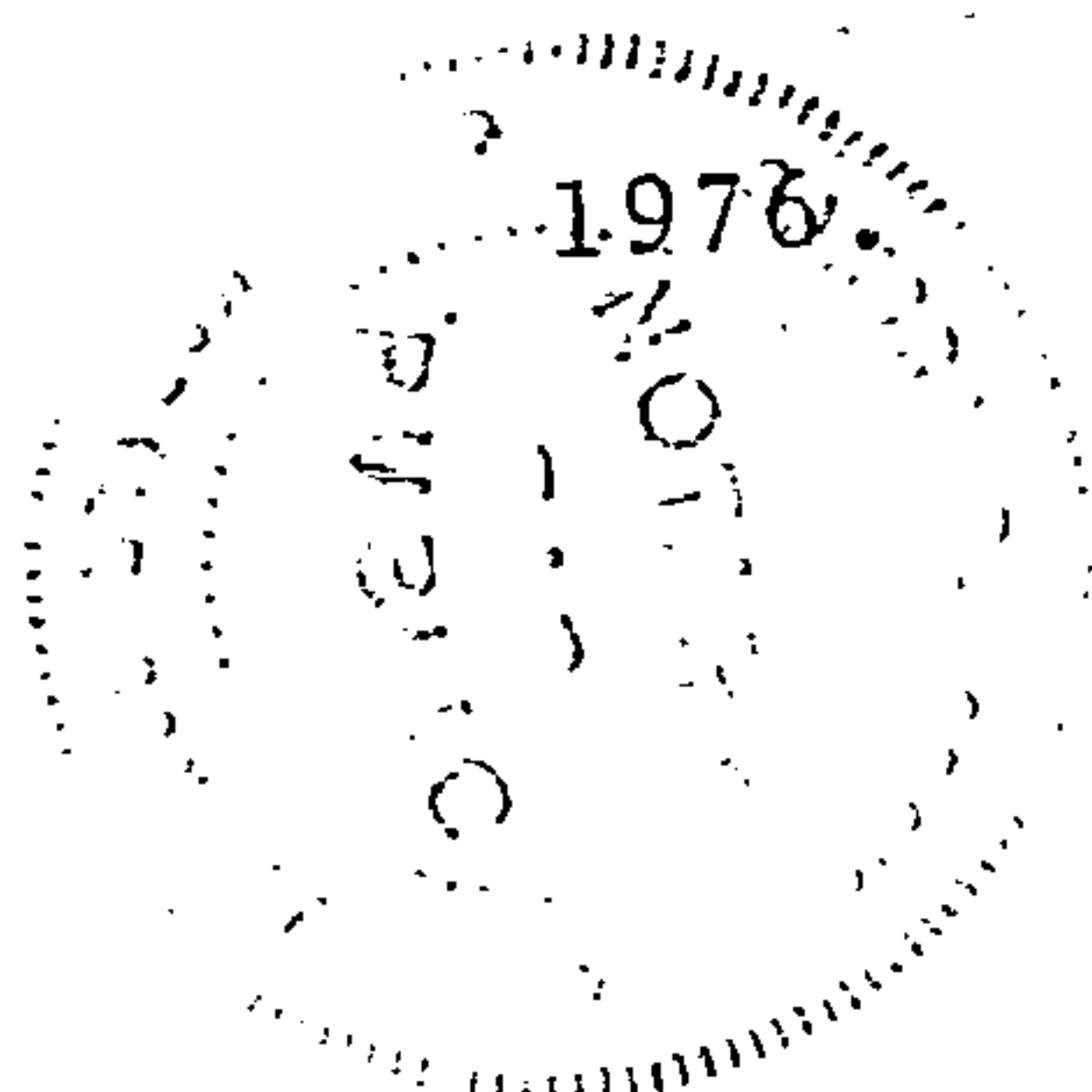


STATE OF ALABAMA,
COUNTY OF MOBILE.

I, the undersigned Notary Public, in and for said County in said State, hereby certify that KENNETH J. REID, whose name as Vice President of SOUTHERN STONE COMPANY, INC., 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 9th day of November,



NOTARY PUBLIC,
State of Alabama, County of Mobile

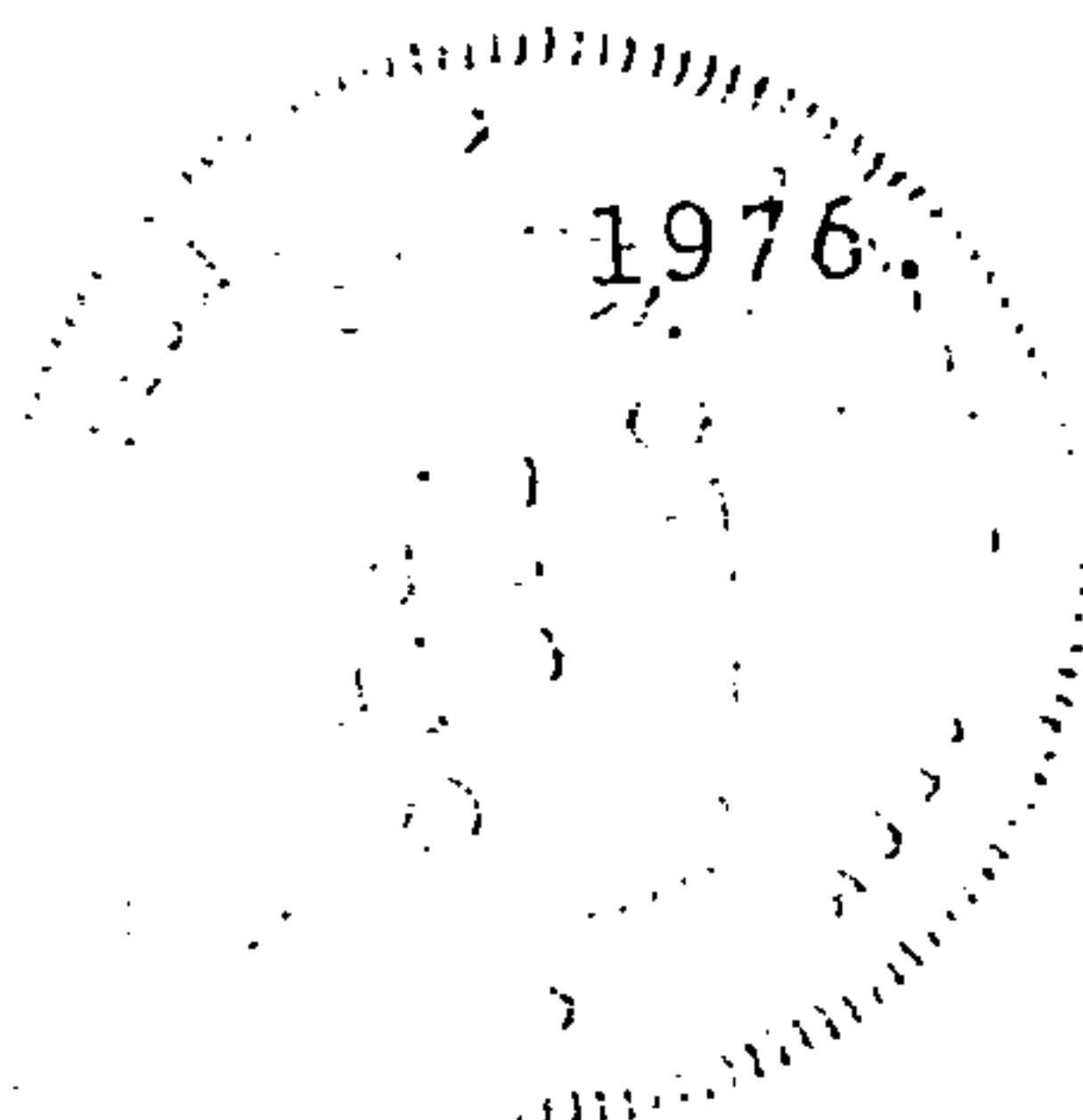


STATE OF ALABAMA,
COUNTY OF MOBILE.

I, the undersigned Notary Public, in and for said County in said State, hereby certify that KENNETH J. REID, whose name as Vice President 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 authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 9th day of November,


NOTARY PUBLIC,
State of Alabama, County of Mobile



This instrument prepared by
MARION R. VICKERS, JR.
Attorney at Law
812 Merchants Nat. Bank Bldg
Mobile, Alabama