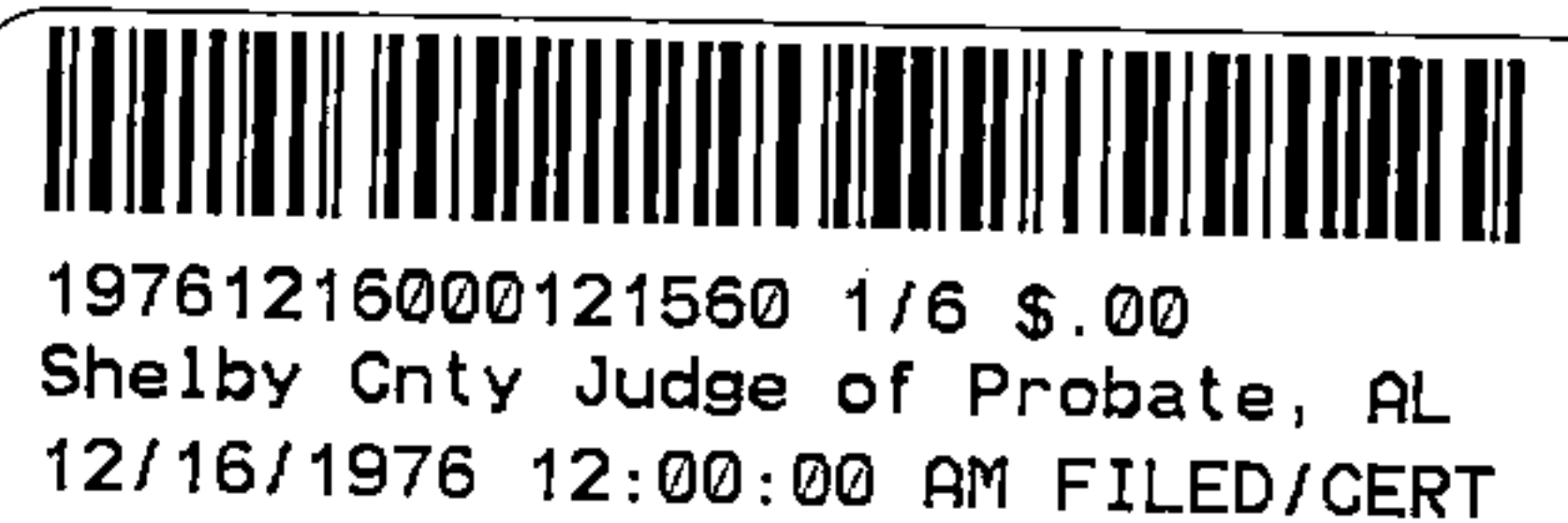


STATE OF ALABAMA  
COUNTY OF SHELBY.

2180

CONSENT BY THE MEAD CORPORATION  
TO ASSIGNMENT OF MEAD LEASE



WHEREAS, SOUTHERN STONE COMPANY, INC. (STONE) and  
THE MEAD CORPORATION (MEAD) did enter into a Lease and Option  
Agreement, dated the 5th day of August, 1973 (the Mead Lease);  
and

WHEREAS, the Mead Lease contains a prohibition against  
assignment without prior written consent of MEAD; and

WHEREAS, STONE desires that MEAD consent to an assign-  
ment of the Mead Lease from STONE to GATX LEASING CORPORATION  
(GLC) to secure the performance by SOUTHERN INDUSTRIES CORPORATION  
(SIC) of the obligations imposed on it by the terms of a certain  
Lime Kiln Lease between GLC, as Lessor, and SIC, as Lessee,  
dated the 27th day of January, 1975, as amended (the Lime Kiln  
Lease) and other fundamental agreements defined therein, and to  
secure the performance by STONE of its obligations under the  
Mead Lease, and under the requirements contract dated November 9th,  
1976, between STONE and SI LIME COMPANY; and

WHEREAS, MEAD is willing to consent to such an assignment;

NOW, THEREFORE, in consideration of the benefit to be  
derived by MEAD as a result of the Lime Kiln Lease and other  
good and valuable consideration, the receipt and sufficiency of  
which is hereby acknowledged,

(i) MEAD does hereby consent to the assignment of the  
Mead Lease by STONE to GLC, to secure the performance by SIC of  
the obligations imposed on it by the terms of the Lime Kiln Lease  
and other fundamental agreements and to secure the performance by  
STONE of the obligations imposed on it by the terms of the Mead  
Lease and said requirements contract, an exact copy of the assignment

BOOK 17 PAGE 800

to be executed being attached as EXHIBIT A hereto and made a part hereof, as though fully set forth herein; and

(ii) MEAD does hereby agree that upon any default by STONE under the Mead Lease, MEAD will give to GLC the same notice in writing of the existence of such default and the same thirty (30) day period within which to cure the same that MEAD is obligated to give STONE.

IN WITNESS WHEREOF, THE MEAD CORPORATION has caused its name to be signed hereto by its officers thereunto duly authorized, this the 9th day of December, 1976.

THE MEAD CORPORATION

BY:

Its

H. Clay Davis  
President

ATTEST:

Gerald D. Rapp  
Its Secretary



19761216000121560 2/6 \$.00  
Shelby Cnty Judge of Probate, AL  
12/16/1976 12:00:00 AM FILED/CERT

STATE OF Ohio,  
COUNTY OF Montgomery.

I, the undersigned Notary Public in and for said County in said State, hereby certify that H. Clay Davis and Gerald D. Rapp, whose names as Vice President and Secretary, respectively of THE MEAD CORPORATION, a Corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal, this the 9th day of December, 1976.

James J. Kendig  
NOTARY PUBLIC

State of

JAMES J. KENDIG, Attorney at Law

Notary Public, State of Ohio

My Commission has no expiration date.  
Section 147.03 O. R. C.

My Commission Expires: \_\_\_\_\_



STATE OF ALABAMA,  
COUNTY OF SHELBY.

ASSIGNMENT OF MEAD LEASE

WHEREAS, SOUTHERN INDUSTRIES CORPORATION (SIC) and GATX LEASING CORPORATION (GLC) have entered into a Lime Kiln Lease, dated as of January 27, 1975, as amended, (the Lime Kiln Lease) and other fundamental agreements defined therein, pursuant to which GLC has agreed to lease to SIC a Lime Kiln Facility upon the completion of the construction and installation thereof; and

WHEREAS, SI LIME COMPANY (LIME) a wholly owned subsidiary of SIC will operate the Lime Kiln Facility for SIC, upon completion thereof; and

WHEREAS, SOUTHERN STONE COMPANY, INC. (STONE) another wholly owned subsidiary of SIC, and THE MEAD CORPORATION (MEAD) have entered into a Lease and Option Agreement dated August 5, 1973 (the Mead Lease) by the terms of which STONE acquired the right to mine limestone from the property described therein, which enables STONE to provide LIME with its requirements of limestone pursuant to a Requirements Contract dated November 9th, 1976, between LIME and STONE (the Requirements Contract); and

WHEREAS, the Mead Lease has been assigned by STONE to THE NORTH CAROLINA NATIONAL BANK, as Trustee, to secure certain indebtedness, with the consent of MEAD; and

WHEREAS, GLC desires that STONE also assign the Mead Lease to GLC, to enable GLC to have a source of supply of limestone, should a default occur under the Lime Kiln Lease, or other fundamental agreements, the Mead Lease or the Requirements Contract;



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Shelby Cnty Judge of Probate, AL  
12/16/1976 12:00:00 AM FILED/CERT

Exhibit A

BOOK 17 PAGE 802

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived by STONE, SIC and LIME as a result of the Lime Kiln Lease,

1. STONE does, subject to the prior assignment to THE NORTH CAROLINA NATIONAL BANK, as Trustee, for the purpose of supplementing GLC's rights under the Assignment to it of the Requirements Contract, hereby grant, assign, transfer and set over unto GLC all of its right, title and interest in and to the Mead Lease to secure the performance by SIC of the obligations imposed on SIC by the terms of the Lime Kiln Lease and other fundamental agreements, and the performance by STONE of the Mead Lease and the Requirements Contract. So long as SIC is not in default under the Lime Kiln Lease and other fundamental agreements and so long as STONE shall not be in default under the Mead Lease and the Requirements Contract, then STONE shall be entitled to all of the rights and benefits under the Mead Lease.

2. Should SIC default with respect to any of the duties or obligations imposed on it by the terms of the Lime Kiln Lease or other fundamental agreements, or should STONE default with respect to any of the duties and obligations imposed on it by the Mead Lease or the Requirements Contract, then in either event, GLC shall have the right, but not the obligation,

(i) for a period of thirty (30) days from the date of discovery of any such default by SIC; and

(ii) for a period of thirty (30) days from the receipt of written notice from MEAD or LIME of any such default by STONE,

to declare the Mead Lease to be automatically assigned to GLC as the beneficial owner thereof, by sending to STONE written notice of such declaration by certified mail addressed to STONE at 2111 8th Avenue South Birmingham, Alabama 35233, and thereupon GLC shall have all rights and benefits of STONE under the Mead

BOOK 17 PAGE 803



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Shelby Cnty Judge of Probate, AL  
12/16/1976 12:00:00 AM FILED/CERT



Lease, with all such rights to be in addition to GLC's rights under the Requirements Contract and the Lime Kiln Lease and other fundamental agreements. GLC shall have the right to further assign the Mead Lease to an operator with the consent of Mead.

3. It is agreed that STONE shall remain liable under the Mead Lease to perform all of the obligations thereunder; that GLC shall have no obligation or liability under the Mead Lease by reason of, or arising out of this assignment, and that GLC may undertake the obligations of STONE imposed on it by the Mead Lease, but shall not be under any duty so to do.

IN WITNESS WHEREOF, SOUTHERN STONE COMPANY, INC. has caused its name to be signed hereto by its officers thereunto duly authorized, this the \_\_\_\_\_ day of \_\_\_\_\_, 1976.



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Shelby Cnty Judge of Probate, AL  
12/16/1976 12:00:00 AM FILED/CERT

SOUTHERN STONE COMPANY, INC.

BY: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

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

SOUTHERN INDUSTRIES CORPORATION

BY: \_\_\_\_\_  
Its \_\_\_\_\_

SI LIME COMPANY

BY: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF ALABAMA,  
COUNTY OF MOBILE.

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose names as \_\_\_\_\_, respectively of SOUTHERN STONE COMPANY, INC., a Corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 1976.



19761216000121560 6/6 \$.00  
Shelby Cnty Judge of Probate, AL  
12/16/1976 12:00:00 AM FILED/CERT

NOTARY PUBLIC,  
State of Alabama

STATE OF ALABAMA,  
COUNTY OF MOBILE.

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 1976.

NOTARY PUBLIC,  
State of Alabama,

1976 DEC 16 AM 10:03  
INST. FILED  
STATE OF ALABAMA  
SHELBY CO.  
JUDGE OF PROBATE

STATE OF ALABAMA,  
COUNTY OF MOBILE.

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of ST 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 \_\_\_\_\_ day of \_\_\_\_\_, 1976.

NOTARY PUBLIC,  
State of Alabama,

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