

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (herein "Instrument") is made this 8th day of June, 1990, between DRAVO LIME COMPANY, Post Office Drawer 1685, Mobile, Alabama 36633 (herein "Borrower") and FIRST ALABAMA BANK, P. O. Box 2527, Mobile, Alabama 36622-0001 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWELVE MILLION NINE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$12,900,000.00), which indebtedness is evidenced by Borrower's note dated of even date herewith in the sum of TWELVE MILLION NINE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$12,900,000.00) (herein "Note"), providing for payment of principal and interest, all as set forth in said Note.

TO SECURE TO LENDER: (a) the repayment of the indebtedness evidenced by the Note, which indebtedness has been incurred for the construction of improvements on the property encumbered hereby, with interest thereon, and all renewals, extensions and modifications thereof; (b) the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Instrument; and (c) the performance of the covenants and agreements of Borrower herein contained; Borrower does hereby Grant, Bargain, Sell and Convey to Lender, and its successors and assigns, with power of sale, (i) the fee simple interest of Borrower in the real estate described in Exhibit A attached hereto and incorporated herein by this reference and the easement described on said Exhibit A, and (ii) the personal property and contract rights described on Exhibit B which is hereto attached and incorporated herein by reference.

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with Borrower's fee simple interest in all buildings, improvements, structures and tenements now situated or hereafter erected on said real estate, all heretofore or hereafter vacated alleys and streets abutting said real estate, all easements, including without limitation the easement described on Exhibit A, rights, including without limitation the Contract Rights described on Exhibit B, appurtenances, water, water rights, and water stock appurtenant to said real estate, and all property of every kind and nature whatsoever, whether real, personal or mixed real and personal property, tangible and intangible, now owned or hereafter acquired by Borrower and now or hereafter located in, on, or about the real estate encumbered hereby, or used or intended to be used in connection with said real estate or intended or designated (wherever located) to be incorporated into the structures situated or to be situated on said real estate, including, but not limited to, all building materials, inventory, equipment, machinery, tools, supplies, furniture, furnishings, fixtures, crushing equipment, preheaters, belt systems, power systems, heating, cooling and ventilating systems, sewerage and garbage disposal systems, radio, telephone, television and communication systems, electric, gas and water distribution systems, food service systems, fire prevention, alarm and security systems, computing and data processing systems and all hardware and software therefor, floor, wall and ceiling coverings, draperies, blinds and window treatments; and the proceeds from any insurance or condemnation award pertaining thereto; and all permits, consents, approvals, licenses or authorizations of all governmental or regulatory authorities or of any persons, corporations, partnerships or other entities, used or intended to be used in connection with said real estate; all of which, including all proceeds and products thereof, and all replacements, additions and accessions therefor or thereto, shall be deemed to be and remain a part of the real estate encumbered by this Instrument. All of the foregoing, together with said real estate, are hereinafter referred to as the "Project."

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Borrower shall pay or cause to be paid to the Lender the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall keep, perform and observe all the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Instrument expressed to be kept, performed and observed by and on the part of the Borrower, all without fraud or delay, then this Instrument, and all the properties, interest and rights herein granted, bargained, and sold shall cease, terminate and be void, but shall otherwise remain in full force and effect.

Borrower covenants that Borrower is lawfully seized of a fee simple interest in the land and real property hereby mortgaged and has good and absolute title to all existing personal property hereby mortgaged and has full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, and that Borrower shall and will warrant and forever defend the title thereto unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever, except as shown on Exhibit A attached hereto.

Borrower covenants and agrees with the Lender as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any note and late charges provided in the Note, and all other sums secured by this Instrument.

2. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. If requested in writing, Borrower shall pay to Lender on the day monthly installments of principal and/or interest are payable under the Note (or on another day designated in writing by Lender), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of: (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Project; and (b) the yearly premium installments for fire and other hazard insurance, and such other insurance covering the Project as Lender may require pursuant to paragraph 5 hereof; all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon notice to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Borrower or the Project which Lender shall reasonably deem necessary to protect Lender's Interests (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender, at Lender's option, may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments.

The Funds shall be held in an institution(s), the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Lender shall apply the Funds to pay said rates, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower in this Instrument. Lender shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Lender pays Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. The Funds shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender. Borrower and Lender may agree in writing at the time of execution of this

Instrument that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires interest, earnings or profits to be paid, Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds in Lender's normal format showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Instrument and shall be subject to the right of set off by Lender.

If the amount of the Funds held by Lender at the time of the annual accounting thereof shall exceed the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, and Other Impositions, as they fall due, such excess shall be credited to Borrower on the next monthly installment or installments of Funds due. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, and Other Impositions, as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency immediately after notice from Lender to Borrower requesting payment thereof.

Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application: (a) to pay rates, taxes, assessments, insurance premiums and Other Impositions which are now or will hereafter become due; or (b) as a credit against sums secured by this Instrument. Upon payment in full of all sums secured by this Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender from Borrower under the Note or this Instrument shall be applied by Lender in the following order of priority: (a) amounts payable to Lender by Borrower under paragraph 2 hereof; (b) late charges payable pursuant to the Note; (c) interest payable on the Note; (d) principal of the Note; (e) interest payable on advances made pursuant to paragraph 11 hereof; (f) principal of advances made pursuant to paragraph 11 hereof; and (g) any other sums secured by this Instrument in such order as Lender, at Lender's option, may determine; provided, however, that Lender may, at Lender's option, apply any sums payable pursuant to paragraph 11 hereof prior to interest on the principal of the Note, but such application shall not otherwise affect the order of priority of application specified in this paragraph 3.

4. CHARGES; LIENS. Borrower shall pay all water and sewer rates, taxes, assessments, premiums, and Other Impositions attributable to the Project at Lender's option in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly (but not more than 30 days from their respective due dates) furnish to Lender receipts or other proof as Lender may reasonably require evidencing such payments, including, without in anywise limiting the generality of the foregoing, receipts or other proof of payment with respect to ad valorem taxes assessed against the Project and all premiums for insurance coverage required by the provisions of this Instrument. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Instrument, and Borrower shall pay, when due, the claims of any persons supplying labor or materials to or in connection with the Project. Without Lender's prior written

consent, Borrower shall not allow any lien, encumbrance, or other interest in the Project inferior to the lien of this Instrument to be perfected against the Project.

5. HAZARD INSURANCE. Borrower will at all times keep the improvements now existing or hereinafter erected on the Project, which are of a character usually insured by corporations operating properties of a similar nature, to be properly insured and kept insured in reputable stock companies or mutual companies or associations, which are not affiliates of the Borrower, against loss or damage by fire or other hazards, to the extent that such properties are usually insured by corporations operating properties of a similar nature in the same or similar locality. All premiums on insurance policies shall be paid, at Lender's option, in the manner provided under paragraph 2 hereof, or by Borrower making payment, when due, directly to the carrier or in such other manner as Lender may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include the New York Standard and non-contributory mortgage clause or other standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Subject to the last paragraph hereof, Borrower further authorizes Lender, at Lender's option: (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of restoration or repair of the Project; or (b) to apply the balance of such proceeds to the payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Project, the Project shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications, of an engineer satisfactory to Lender, contractor's cost estimates, engineer's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may require. If the insurance proceeds are applied to the payment of the sums secured by this Instrument, any such application of proceeds to principal shall not extend or postpone the due dates of the monthly installments referred to in paragraphs 1 and 2 hereof, or unless Lender agrees in writing, change the amounts of such installments, which agreement Lender will not unreasonably withhold. If the Project is sold pursuant to paragraph 27 hereof or if Lender acquires title to the Project, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Project prior to such sale or acquisition.

Notwithstanding the language of the foregoing paragraphs to the contrary, if Borrower is not in default under this Mortgage and Security Agreement nor under the Note at the time of such damage or destruction, then Lender agrees to make such insurance proceeds available for rebuilding and restoration as is necessary to preserve the continued contract obligations of Borrower to Pfizer, Inc. provided evidence is furnished (satisfactory to Lender) that said contract obligations are to continue in full force and effect without any decrease in price or term or any other change adverse to Borrower or Lender. If such insurance proceeds are so used for restoration, the provisions of the proceeding paragraph will apply in addition to the provisions of this paragraph. If for any reason the Project is not promptly and diligently rebuilt or restored under the conditions and provisions of this paragraph then such insurance proceeds shall be paid to or retained by Lender to be applied on the indebtedness secured hereby.

6. PRESERVATION AND MAINTENANCE OF PROJECT. Borrower: (a) shall not commit waste or permit impairment or deterioration of the Project; (b) shall not abandon the Project; (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Project to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair; (d) shall keep the Project, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Project when necessary to keep such items in good repair; (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Project; (f) shall provide for professional management of the Project by a manager satisfactory to Lender pursuant to a contract approved by Lender in writing, unless such requirement shall be waived by Lender in writing; (g) shall generally operate and maintain the Project in a manner to insure maximum income; and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Project, the security of this Instrument or the rights or powers of Lender. Without Lender's prior written consent, neither Borrower nor any tenant or other person shall remove, demolish, alter or construct additions to any improvement now existing or hereafter erected on the Project or any fixture, equipment, machinery or appliance in or on the Project except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

7. HAZARDOUS WASTE AND HAZARDOUS SUBSTANCES. Borrower hereby warrants and represents that during the period of its ownership of the Project, there has been no disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Project. Borrower further warrants and represents that Borrower has no knowledge of any presence, disposal, release, or threatened release of any hazardous substances or hazardous wastes on, from, or under the Project that may have occurred prior to Borrower's acquisition of title to any of the Project. For purposes of this instrument, the terms "disposal", "release", "threatened release", "hazardous substances", and "hazardous wastes" shall mean and include any hazardous, toxic, or dangerous waste, substance, or material, or any disposal, discharge, release, or threatened release, or any defined as such in (or for purposes of) the federal Comprehensive Environmental Response, Compensation, and Liability Act, or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect.

8. NO LITIGATION. Borrower hereby warrants and represents that, during the period of its ownership of the Project, there has been no litigation or administrative enforcement actions or proceedings brought or threatened to be brought, nor have any settlements been reached by or with any party or parties, public or private, alleging the presence, disposal, release, or threatened release of any hazardous waste or hazardous substance on, from, or under any of the Project Premises, except for OSHA proceedings that are to be remedied in the normal course of Borrower's business.

9. INDEMNIFICATION FROM LIABILITY. Borrower agrees at all times to comply fully and in a timely manner with, and to cause all employees, agents, contractors and subcontractors of Borrower and any other persons occupying or present on the Project to so comply with, all applicable federal, state, and local laws, regulations, guidelines, codes, regulations, and other legal requirements relating to the generation, use, handling, storage, treatment, transport, and disposal of any Hazardous Materials (as defined in Paragraph 7) now or hereafter located or present on or under the Project. Borrower agrees to indemnify and hold Lender harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorney's fees and expenses), arising directly or indirectly, in whole or in part, out of any failure of Borrower, Borrower's employees, agents, contractors, subcontractors, or other such persons, to comply with any of such laws, regulations, guidelines, codes, ordinances, or other legal requirements.

10. USE OF PROJECT. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Project was intended at the time this Instrument was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification or use of the Project without Lender's prior written consent which Lender will not unreasonably withhold.

11. PROTECTION OF LENDER'S SECURITY. Borrower will pay or reimburse Lender for all reasonable attorney's fees, costs and expenses incurred by Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting the Note, this Instrument, Borrower or the Project, including but not limited to the foreclosure of this Instrument, any condemnation action involving the Project, or any action to protect the security hereof; and any such amounts paid by the Lender shall be added to the indebtedness and secured by the lien of this Instrument.

Additionally, if Borrower fails to perform any other covenants and agreements contained in this Instrument, or if any action or proceeding is commenced which affects the Project or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to: (a) disbursement of attorney fees; (b) entry upon the Project to make repairs; and (c) procurement of satisfactory insurance as provided in paragraph 5 hereof.

Any expenses referred to in the first paragraph of this paragraph 11 and all amounts disbursed by Lender pursuant to the

second paragraph of this paragraph 11, with interest thereon, shall become additional indebtedness of Borrower secured by this Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the indebtedness secured hereby. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

12. INSPECTION. Lender may make or cause to be made entries upon and inspections of the Project and shall have reasonably free and unimpeded access to the Project.

13. BOOKS AND RECORDS. Borrower shall keep and maintain at all times complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Project and copies of all written contracts, leases and other instruments which affect the Project. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within 120 days after the end of each fiscal year of Borrower, audited financial statements prepared on an accrual basis and in accordance with generally accepted accounting principles prepared by an independent certified public accountant acceptable to Bank.

14. CONDEMNATION. If all or any part of the Project shall be damaged or taken through condemnation (which term as used in this Instrument shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Project, or part thereof, and Borrower shall appear in and prosecute any such action or proceedings unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower to commence, appear in and prosecute, in Lender's or Borrower's name any action or proceeding relating to any condemnation or other taking of the Project, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Project, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender, provided however the right of Lender to take any action hereunder on behalf of Borrower shall not in any manner affect the right of any Lessee of Borrower in any condemnation proceedings.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Project or to payment of the sums secured by this Instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Borrower. Unless Borrower and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Borrower agrees to execute such further

evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

Notwithstanding the language of the foregoing paragraphs to the contrary, if Borrower is not in default under this Mortgage and Security Agreement nor under the Note at the time of such damage or destruction, then Lender agrees to make such condemnation proceeds available for rebuilding and restoration as is necessary to preserve the continued contract obligations of Borrower to Pfizer, Inc. affected by such damage provided evidence is furnished (satisfactory to Lender) that said contract obligations are to continue in full force and effect without any decrease in price or term or any other change adverse to Borrower or Lender. If such condemnation proceeds are so used for restoration, the provisions of the proceeding paragraph will apply in addition to the provisions of this paragraph. If for any reason the Project is not promptly and diligently rebuilt or restored under the conditions and provisions of this paragraph then such condemnation proceeds shall be paid to or retained by Lender to be applied on the indebtedness secured hereby.

15. BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of said indebtedness, accept a renewal note therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Instrument any part of the Project, take or release other or additional security, agree in writing with Borrower to modify the rate of interest or period of amortization of the Note, or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the sums secured by this Instrument and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Project. Borrower shall pay Lender a reasonable service charge, together with such title insurance premiums and attorney fees as may be incurred, at Lender's option, for any such action if taken at Borrower's request.

16. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Lender of payment of any sum secured by this Instrument after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Instrument. Lender's receipt of any awards, the proceeds or damages under paragraphs 5 and 14 hereof shall not operate to cure or waive Borrower's default in payment of sums secured by this Instrument.

17. ESTOPPEL CERTIFICATE. Borrower shall, within ten days of a written request from Lender, furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this Instrument and any right of set-off, counterclaim or other

defense which exists against such sums and the obligations of this Instrument.

18. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. In addition to being a Mortgage, this Instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Project which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants to Lender a security interest in said items. Borrower agrees that Lender may file this Instrument in any personal property or real estate records or other appropriate index as a financing statement for any of the items specified above as part of the Project. A carbon, photographic or other reproduction of this Instrument or of a financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and to deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Instrument, in such form as Lender may require to perfect its security interest with respect to said items, and Borrower authorizes Lender, to the extent permitted by any applicable law, to execute and to file financing statements relating to said security interests without the signature of Borrower. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any searches of financing statements or financing statement records, and any extensions, renewals, amendments and releases thereof that Lender may require. Without the prior written consent of Lender, Borrower shall not create, permit or suffer to exist, and shall take such action as is necessary to remove, any claims to or interest in or lien or encumbrance upon said items, including replacements and additions thereto, and shall defend the right, title and interest of Lender in and to said items against all claims and demands of all persons and entities at any time claiming the same or any interest therein. Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code of Alabama and, at Lender's option, Lender may also invoke the remedies provided in paragraph 27 of this Instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Project separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 27 of this Instrument. Any conflict between the provisions of this paragraph 18 and any separate Security Agreement shall be resolved in favor of said separate instrument.

19. REMEDIES CUMULATIVE. Each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever. No waiver or release by Lender of any of its rights or remedies hereunder, or otherwise, shall be considered a waiver or release of any other or subsequent right or remedy of Lender; no delay or omission in the exercise or enforcement by Lender of any rights or remedies shall ever be construed as a waiver of any right or remedy of Lender; and no exercise or enforcement of any such rights or remedies shall ever be held to exhaust any right or remedy of Lender.

20. ACCELERATION IN CASE OF BORROWER'S INSOLVENCY. If Borrower shall voluntarily file a petition under the Federal Bankruptcy Code, as such Code may from time to time be amended, or under any similar or successor Federal Statute relating to bankruptcy, insolvency, arrangements or reorganizations, or under any state bankruptcy or insolvency act, or file an answer in an involuntary proceeding admitting insolvency or failure to pay

debts as they come due, or if Borrower shall fail within thirty (30) days to obtain a vacation, stay or dismissal of involuntary proceedings brought for the reorganization, dissolution or liquidation of Borrower, or if any order for relief under the Federal Bankruptcy Code shall be entered against the Borrower, or if a trustee, receiver or custodian shall be appointed for Borrower or Borrower's property, or if the Project shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if Borrower shall make an assignment for the benefit of Borrower's creditors, or if there is an attachment, execution or other judicial seizure of any portion of Borrower's assets and such seizure is not discharged within thirty (30) days, then Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable without prior notice to Borrower, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument. Any attorney's fees and other expenses incurred by Lender in connection with Borrower's bankruptcy or any of the other aforesaid events shall be additional indebtedness of Borrower secured by this Instrument pursuant to paragraph 11 hereof.

21. TRANSFERS OF THE PROJECT. Borrower will not, without Lender's prior written consent, voluntarily or by operation of law, sell, transfer, convey or mortgage Borrower's interest in all or any portion of the Project which consent Lender shall not unreasonably withhold. Upon any such sale, transfer or conveyance, Lender may, at Lender's option, declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies permitted by paragraph 27 of this Instrument.

22. NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Instrument or in the Note shall be given by mailing such notice by certified mail addressed to Borrower at Borrower's address as shown on Lender's records or at such other address as Borrower may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's principal place of business or to such other address as Lender may designate by notice to Borrower as provided herein, any such notice to be additionally addressed "Attention: Commercial Loan Department, Senior Vice President." Any notice provided for in this Instrument or in the Note shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

23. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

24. GOVERNING LAW; SEVERABILITY. This Instrument shall be governed by the laws of the State of Alabama. The foregoing sentence shall not limit the applicability of federal law to this Instrument. In the event that any provision of this Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Instrument or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Instrument and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest, attorney fees, or other charge permitted to be collected from Borrower is interpreted so that

any charge provided for in this Instrument or in the Note, whether considered separately or together with other charges levied in connection with this Instrument and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid to Lender in excess of the amounts payable to Lender pursuant to such charges as reduced shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all indebtedness which is secured by this Instrument or evidenced by the Note and which constitutes interest, as well as all other charges levied in connection with such indebtedness which constitute interest, shall be deemed to be uniformly allocated and spread over the stated term of the Note.

25. WAIVER OF STATUTE OF LIMITATIONS. To the extent permitted by any applicable law, Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Instrument or to any action brought to enforce the Note or any other obligation secured by this Instrument.

26. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Project held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Project shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Instrument, and any party who now or hereafter acquires a security interest in the Project and who has actual or constructive notice hereof, hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

27. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Instrument, including, but not limited to, the covenants to pay when due any sums secured by this Instrument, Lender at Lender's option may declare all of the sums secured by this Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Borrower acknowledges that the power of sale herein granted may be exercised by Lender without prior judicial hearing. Borrower has the right to bring an action to assert the non-existence of a breach or any other defense of Borrower to acceleration and sale. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorney fees and costs of documentary evidence, abstracts and title reports, except if Borrower prevails in any action maintained pursuant to the immediately preceding sentence.

Upon the happening of any of the events specified in the preceding paragraph of this paragraph 27, Lender is hereby given and granted a power of sale to sell the Project at public outcry to the highest bidder for cash in front of the Courthouse door in Shelby County, Alabama, either in person or by auctioneer, after having first given notice of the time, place and terms of sale together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Lender may bid at

said sale and purchase said premises, or any part thereof, if the highest bidder thereof. At the foreclosure sale, the Project may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 22 hereof, which notice shall be mailed at least ten (10) days prior to sale. Lender may postpone sale of all or any parcel of the Project by public announcement at the time and place of any previously scheduled sale.

Lender shall deliver to the purchaser Lender's deed conveying the Project so sold without any covenant or warranty, expressed or implied. The recitals in Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that the proceeds of any sale shall be applied in the following order: (a) to all costs and expenses of the sale, including, but not limited to, attorney fees and costs of title evidence; (b) to all sums secured by this Instrument in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

28. LENDER'S OPTION ON FORECLOSURE. At the option of the Lender, this Instrument may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose this Instrument in equity, Lender may, at its option, foreclose this Instrument subject to the rights of any tenants of the Project, and the failure to make any such tenants parties defendants to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Project.

29. RELEASE. Upon payment of all sums secured by this Instrument, this Instrument shall become null and void, and Lender shall release this Instrument. Borrower shall pay Lender's reasonable costs incurred in releasing this Instrument.

30. WAIVER OF EXEMPTIONS. Borrower hereby waives all rights of exemption as to real or personal property.

31. PRIORITY OF MORTGAGE LIEN. This Instrument shall remain in full force and effect notwithstanding any extension or extensions of the maturity or other reamortization of the obligations which this Instrument secures and notwithstanding the fact that such extensions and reamortizations may be evidenced by a note signed and dated after the date of this Instrument.

32. LOAN AGREEMENT. The indebtedness of Borrower to Lender secured by their Mortgage was incurred pursuant to the Loan Agreement of even date herewith between Borrower, Lender, Dravo Basic Materials Company, Inc. and Dravo Corporation. Notwithstanding anything herein to the contrary, any default in the performance of the covenants and agreements of Borrower, Dravo Basic Materials Company, Inc. and/or Dravo Corporation contained in said Loan Agreement or the agreements referred therein shall constitute a default of this Instrument for all purposes and shall afford Lender all of the remedies provided hereunder.

IN WITNESS WHEREOF, DRAVO LIME COMPANY and FIRST ALABAMA BANK have executed this Instrument or caused same to be executed by

their duly authorized officers on the day and year first above written.

DRAVO LIME COMPANY

By: Ernest F. Ladd, III
ERNEST F. LADD, III
Its Executive Vice President

ATTEST:

By: Harmonia Bernadine
Its SECRETARY

FIRST ALABAMA BANK

By: Fred Taul
FRED TAUL
Its Senior Vice President

ATTEST:

By: Darlene M. Gibson
Its Loan Quality Control Officer

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 Executive Vice President and JAMES A. BERNADINE whose name as SECRETARY of DRAVO LIME COMPANY, 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 8th day of June, 1990.

Donald D. Davis
Notary Public
My commission expires: 5/24/94

STATE OF ALABAMA,
COUNTY OF MOBILE.

I, the undersigned Notary Public in and for said County in said State, hereby certify that FRED TAUL, whose name as Senior Vice President and DARLENE M. GIBSON, whose name as Loan Quality Control Officer, of FIRST ALABAMA BANK, an Alabama Banking 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 8th day of June, 1990.

Donald D. Davis
Notary Public
My commission expires: 5/24/94

THIS INSTRUMENT PREPARED BY:
J. MANSON MURRAY
VICKERS, RIIS, MURRAY AND CURRAN
Post Office Drawer 2568
Mobile, Alabama 36652-2568

EXHIBIT A

PARCEL A:

A parcel of land situated in the east one-half of the southwest one-quarter of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southwest corner of the northwest one-quarter of the southwest one-quarter of Section 7, Township 21 South, Range 2 West; thence run in an easterly direction along the south line of said quarter-quarter for a distance of 1336.79 feet to the southeast corner of the northwest one-quarter of the southwest one-quarter of said Section 7; thence turn an angle to the right of 12 degrees, 7 minutes, 14 seconds and run in a southeasterly direction for a distance of 301.55 feet to the point of beginning; thence turn an angle to the left of 34 degrees, 41 minutes, 47 seconds and run in a northeasterly direction for a distance of 500.00 feet; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a northwesterly direction for a distance of 250.00 feet; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a southwesterly direction for a distance of 500.00 feet; thence turn an angle to the left of 90 degrees, 00 minutes, 00 seconds and run in a southeasterly direction for a distance of 250.00 feet to the point of beginning.

PARCEL B:

Non-exclusive Easements described as follows, to-wit:

Easements and Profits over, in and across the following described real property (sometimes referred to as the "easement property"): The following described lands in Section 7, Township 21 South, Range 2 West, in Shelby County, Alabama, to-wit: The South half of the Northeast Quarter of Southwest Quarter; the Southwest Quarter of the Southwest Quarter and the North Half of the Southeast Quarter of the Southwest Quarter. LESS AND EXCEPT the following described four parcels thereof:

PARCEL I:

Begin at a point on Section line of Section 7, Township 21 South, Range 2 West, 480 feet East of the Southwest corner of said Section 7, Township 21 South, Range 2 West, and run East along said Section line 150 feet; thence due North 300 feet; thence due West 150 feet; thence due South 300 feet to point of beginning. This parcel was conveyed by Saginaw Lumber Co. to Trustee of Saginaw M.E. Church South by deed dated October 4, 1901 and recorded in Deed Book 24, page 585.

PARCEL II:

Commencing at the Southeast corner of the Southwest Quarter of Southwest Quarter of Section 7, Township 21 South, Range 2 West, running West along the Section line 180 yards to a Pine Knot; thence North 257 yards to the Columbiana Road to a Pine Knot; thence South 130 yards to the beginning, three acres, more or less. This parcel was conveyed to J. S. Patton by deed dated July 20, 1885 and recorded in Deed Book 57, Page 526.

PARCEL III:

Begin at the point of intersection of the South right of way line of the L & N Railroad with the West boundary line of the Southwest Quarter of Southwest Quarter of Section 7, Township 21 South, Range 2 West, and run Easterly on said South right of way line a distance of 200 feet; thence turn to the right and run parallel to said West boundary line 330 feet; thence turn right and run parallel to said Railroad's South right of way line 200 feet to said Quarter-Quarter Section's West boundary line and

thence turn right on said West boundary line and run 330 feet to point of beginning, containing 1.51 acres, more or less. This parcel was conveyed to Lucius G. Brantley, Jr. and Ella Brantley by deed recorded in Deed Book 217, Page 408.

PARCEL IV:

From the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 7, looking South along the West line of said Quarter-Quarter section, turn an angle to the left of 80 degrees 41 minutes and run Southeasterly for a distance of 1877.08 feet to the point of beginning of the property herein described; thence turn an angle to the left of 28 degrees 33 minutes and run Northeasterly for a distance of 406.32 feet; thence turn an angle to the right of 90 degrees and run Southeasterly for a distance of 70 feet; thence turn an angle to the right of 90 degrees and run Southwesterly for a distance of 435.3 feet; thence turn an angle to the right of 90 degrees and run Northwesterly for a distance of 70 feet to a point which is 28.98 feet from the point of beginning; then go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

Said Easements and Profits being a non-exclusive right to use the easement property with all rights of ingress and egress for the following purposes:

1. For roadway access to and from the conveyed property to New U.S. #31 Highway on and over all roadways on the easement property as may now or hereafter exist.

2. For the use of any and all spray pond basins, ponds, water lines, water refill lines and pumps at any time installed or existing on the easement property together with the right to take water from any and all of the foregoing, and to install, operate, use, maintain, repair and replace additional water lines, water refill lines and pumps and other related water facilities, equipment and accessories on the easement property for use in connection with the conveyed property and any and all use at any time being made therefor, and activities at any time being conducted thereon.

3. For the installation, operation, use, maintenance, repair and replacement of any and all equipment, facilities, materials and buildings at any time placed or to be placed on the conveyed property, together with the right to temporarily store on the easement property any and all equipment, materials and other items of personal property which are to be used on the conveyed property and/or any facilities at any time existing thereon.

4. For the installation, operation, use, maintenance, repair and replacement of any equipment, facilities and materials used on the conveyed property as may be necessary or appropriate to comply with the terms of any governmental order, regulation, law, rule, ordinance or requirement with respect to the conveyed property, or any use at any time being made thereof or activity being conducted thereon.

5. For the installation, operation, use, maintenance, repair and replacement of:

(i) any and all Utility Services (as said term is hereinafter defined) on the easement property; and/or,

(ii) separate meters or facilities for such Utility Services on the easement property; and/or,

(iii) such additional Utility Services on the easement property as may be required or desired by any utility or any

company providing Utility Services, or any other person, firm, corporation, government or governmental entity.

As used herein, the term "Utility Services" shall mean and include, but not be limited to, (i) water, (ii) natural gas, (iii) artificial gas, (iv) electricity, (v) oil and petroleum products, (vi) sanitary sewer service, (vii) any and all materials or substances, liquid, solid, gaseous or otherwise, provided or for use in providing energy in connection with the use and enjoyment of the conveyed property, and in addition to the foregoing and not in limitation thereof, such Utility Services shall include at a minimum an existing and continuous amount of:

(i) electricity equal to 3,000 total horsepower (3.75 KVA) as furnished by Alabama Power Company, or any successor thereto, or any other utility company, or anyone else, pursuant to existing or new substations and starters and distribution systems; and,

(ii) water equal to 50% of the aggregate amount of all incoming water furnished by Alabaster City Water Company or any successor thereto or any other utility company or anyone else, as may now or hereafter be obtained or used for the activities being carried out on the conveyed property and easement property; and,

(iii) natural gas provided by any existing or new distribution system for pilot and standby use which incorporates a six-inch line at 70 lbs. pressure (full capacity) and a reducing system at the burner, as furnished by Southern Natural Gas Company or any successor thereto, or any other utility company, or anyone else.

6. For the drainage of water from the conveyed property, regardless of the buildings, improvements, facilities, and other property at any time situated on the easement property.

7. For the storage of coal, in an amount not exceeding 3,000 tons, which coal shall be stored in any reasonable area or coal storage bins located within 1,000 feet from the Southerly boundary of the easement property.

8. For the storage of raw stone (as said term is hereinafter defined), which raw stone shall be stored in any reasonable area encompassed in a circle with a diameter of 125 feet tangent to the Easterly boundary line of the conveyed property. As used herein, the term "raw stone" shall mean and include all sand, gravel, limestone, clay, clay-gravel, stone, rock and all oyster shells, clam shells, and sea shells of all types, and all derivatives thereof, and all other substances and products which have been mined, quarried, dredged or extracted, and the derivatives thereof.

9. For the installation, operation, use, maintenance, repair and replacement on the easement property, of any and all equipment, facilities, materials and buildings which are part of or related to or required for the use of the equipment, facilities, materials and buildings at any time being used and located on the conveyed property and/or being used in connection with the activities being conducted on the conveyed property, including without limitation, raw stone feed system, quicklime conveying equipment, quicklime storage bins and out loading system, coal storage facilities, coal handling and firing system, and component parts of or accessories to the foregoing. This easement confers upon the holder and owner thereof the right to take and remove or to substitute and replace any and all of such equipment, facilities, materials and buildings at any time and from time to time, it being stipulated and agreed that such items of property, though attached to the real estate, shall retain

their character as personal property for use, removal, substitution and replacement at any time and from time to time.

10. For the use of any railroad tracks or trackage and track facilities (including but not limited to switching facilities, and other facilities used or to be used in connection with the use of railroad tracks on said easement property), as may now or hereafter be provided by L & N Railroad or any successor thereof, or any other railroad company, or anyone else, together with the right to extend or install, operate, use, maintain, repair and replace such tracks or trackage or additional track facilities (including but not limited to switching facilities) on the easement property, as may be reasonably required to transport coal, raw stone, materials, or other property to and from the conveyed property.

11. For the transportation by truck or other loading vehicles of any and all types of materials, raw stone, coal, finished product and other property, whether real or personal, to and from any and all coal storage bins, raw stone storage areas, loading and rail storage bins, truck loading and storage bins for finished product, truck scales, or any other area or areas at any time located on the easement property, together with reasonable turnaround space for such purposes.

12. For the installation, operation, use, maintenance, repair and replacement of any fire fighting equipment (including but not limited to fire water pond, water lines, water refill lines and pumps) on the easement property from time to time.

13. In addition to the foregoing, and not in limitation thereof, for storage of all types of materials, equipment or other property, including storage of finished product; for maintenance and replacement of equipment or other facilities, and for the use of buildings and facilities, including parking facilities, office facilities, metal buildings, block buildings, conveying facilities, scrubbers, weighing stations and tanks, as may now or hereafter exist or be located on the easement property, which are appropriate or desirable for or in connection with the use at any time being made of the conveyed property or any facilities existing thereon.

14. For such other purposes as may hereafter be required, appropriate or desirable in order to enjoy the foregoing easements, and for such purposes, no buildings, structures, fences, facilities or other construction shall be erected on or over or across the easement property, which will in any way interfere with the use and enjoyment of the foregoing easements or the use of the conveyed property or any facilities situated thereon, or constitute an encroachment upon the conveyed property, or restrict any access to the conveyed property from either a Southerly, Easterly or Westerly direction; provided, however, that fences may be erected and maintained outside of and along the Westerly boundary line of the easement property adjoining New U. S. #31 Highway.

The above described property and easement is subject to the following:

1. Right of way to Louisville and Nashville Railroad Company, recorded in Deed Book 18, page 306. (Applies to Parcel B)

2. Right of way to South and North Alabama Railroad Company, recorded in Deed Book 41, page 52. (Applies to Parcel B)

3. Right of way to Shelby County, Alabama, recorded in Deed Book 54, page 486. (Applies to Parcel B)

4. Right of way to Shelby County, Alabama, recorded in Deed Book 74, page 29. (Applies to Parcel B)

5. Pipe line permit to Southern Natural Gas Corporation, recorded in Deed Book 90, page 287. (West 1/2 of Section 7)
6. Line permit to Alabama Power Company recorded in Deed Book 101, page 97. (South 1/2 of Southwest 1/4, Section 7)
7. Line permit to Alabama Power Company recorded in Deed Book 103, page 57. (Southeast 1/4 of Southwest 1/4, Section 7)
8. Line permit to Alabama Power Company recorded in Deed Book 103, page 486. (Southwest 1/4 of Section 7)
9. Line permit to Alabama Power Company recorded in Deed Book 127, page 305. (South 1/2 of Southwest 1/4 of Section 7)
10. Line permit to Alabama Power Company recorded in Deed Book 141, page 417. (South 1/2 of Southwest 1/4 and Southwest 1/4 of Southeast 1/4 Section 7)
11. Right of way to Shelby County, Alabama, recorded in Deed Book 54, page 503. (Applies to Parcel B)
12. Right of way to Shelby County, Alabama, recorded in Deed Book 167, page 200. (Applies to Parcel B)
13. Line permit to Alabama Power Company recorded in Deed Book 169, page 328. (Southwest 1/4 and Southwest 1/4 of Southeast 1/4 of Section 7)
14. Easement in favor of Alabaster Water & Gas Board recorded in Real Book 227, page 296.
15. Right of way in favor of Alabama Power Company recorded in Volume 297, page 384; Volume 297, page 386 and Volume 297, page 388.
16. Subject to rights of non-exclusive easements and profits previously conveyed by S. I. Lime Company to Southern Industries Corporation recorded in Book 293, page 596.

All recording references refer to records in the office of the Probate Court of Shelby County, Alabama.

EXHIBIT B
TO THE MORTGAGE AND SECURITY AGREEMENT

The property shall consist of (without limitation) the following items of property, equipment, facilities, systems and materials, used or useful in connection therewith, and components parts thereof and accessories thereto, replacements, additions and accessions therefor or thereto, constituting one (1) complete rotary lime kiln processing facility, regardless of the condition thereof and whether any or all of said items are in fact complete.

1. RAW STONE FEED SYSTEM

One complete system of raw stone feed conveyors to include as a minimum reclaim tunnel with Syntron feeders, approximately 400 lineal feet of 30" wide belt conveyor with head pulleys, tail pulleys, snub and takeup pulleys as required and pillow blocks, shafting and drives, all sized to avail a minimum capacity of 320 TPH of limestone. Carrying idler shall be a minimum of 5" diameter CEMA C, 35 troughing spaced at approximately 4'6" centers with training idlers at approximately 200' centers. Return idlers shall be spaced at a maximum of 10' centers. Structural steel shall be complete with deep truss structural frame, bents, towers and concrete foundations as required. Drive mechanisms shall include motors and reduction gearing.

2. RAW STONE PREHEATER

An 800 TPD contract preheater complete with feed box, 500 ton stone bin, cooling fan, feeders, discharge hopper, plunger cleanout chutes, one (1) hydraulic power system with two pumps (one operating and one standby) and 14 plungers, mild steel refractory lined feed chute, stainless steel cast nose ring, structural steel supports and automatic controls and monitoring equipment. Foundations to include caissons socketed into rock and concrete pile caps.

3. ROTARY KILN

Rotary kiln 14'-0 ID X 200'-0 long rated at 800 TPD with appurtenances as follows: 2 concrete piers situated on a system of caissons imbedded in rock, structural steel equipment bases, catwalks, tires, thrust rollers, carrying rollers, shafts and bearings, drive gear and pinion, and feed end chamber. Kiln drive to avail kiln operating speeds of 0.75 to 1.25 RPM necessary heat exchanges and coolers with associated valves and piping, emergency drive, kiln dual fuel burner for both coal and natural gas, automatic controls to include Factory Mutual approved combustion safeguard unit.

4. LIME CONTACT COOLER

One KV8/Niems contact cooler designed to cool an average of 800 TPD of sized rotary kiln lime to within 50° F or less of ambient temperature to include the firing hood which is an integral part of the cooler, and is complete with hood off take, hood doors, refractories and insulation, fan and drive, feeders and control alloy grates and air cooled alloy beams, automatic control of cooler air, automatic control of lime discharge, cooler support frame, and temperature, pressure, and air flow sensors, indicators and alarms as required. Foundations shall be caissons socketed into rock formation with necessary pile caps.

5. QUICKLIME CONVEYING EQUIPMENT

Finished product to be conveyed, sized and screened as follows: belt conveyor, elevators, scalping screen, crusher, elevators, and sizing screen. The Five (5) storage silos over the two existing northern most rail tracks with cone bottoms,

spout positioners and loadout spouts will hold approximately 30,000 cubic feet of lime storage per bin with adequate foundations. The foundations will be caissons socketed into rock formation with necessary pile caps.

6. POLLUTION ABATEMENT EQUIPMENT

One Fuller 16M6400P Modular, Reverse Air Dust Collector designed for a 1.78 to 1 net air to cloth ratio for cleaning kiln effluent gases with necessary controls, valves, air fan, temperature quenching system, ductwork, low pressure cyclone and draft fan. One reverse pulse fabric dust collector with a 30,000 ACFM fan having an air to cloth ratio not to exceed 5.3 to 1 for collection at transfer points, screening station and conveying of quicklime with necessary controls, valves, air fan, and ductwork.

7. COAL HANDLING AND FIRING SYSTEM

One Raymond 533-A bowl mill with hot air cyclone, classifier, exhaust fan, dampers, ductwork, chutes, feeders, fan, motors and controls. Foundations shall be as required for coal mill.

8. MOTORS, CONTROLS AND INSTRUMENTATION

All necessary motors, starters, transformers, circuit breakers, recorder/controllers, indicators, visual and audible alarms, conduit and wiring properly sized and matched as required. Suitable required structures to house and/or support equipment and control panels.

9. FIRING BUILDING

Structural steel building to house control panel, primary air fan and firing equipment shall be installed over motor control center. A row of fixed louvers are installed on upper portion of front wall along with necessary lighting.

10. MISCELLANEOUS STRUCTURAL

Necessary miscellaneous structural steel required shall be furnished.

11. OTHER ACCOMPANYING MATERIALS AND REQUIREMENTS

Refractory, Kiln and Preheater
Site preparation
Foundations
Installation
Electrical
Utilities
Field Expense
Engineering

12. CONTRACTS

All contracts for the construction of the new complete rotary lime kiln processing facility, including without limitation, all of Borrower's contracts with the following named entities and all Contract Rights and warranties provided for in such contracts, viz:

- (a) Contract between Borrower and Kennedy Van Saun Corporation dated January 11, 1990 (Borrower's Purchase Order No. L-7055-1).
- (b) Contract between Borrower and Fuller Company dated February 14, 1990 (Borrower's Purchase Order No. L-7055-3).

- (c) Contract between Borrower and C. E. Raymond.
- (d) Contract between Borrower and Glenn and Wright, Inc., dated April 25, 1990 (Borrower's Purchase Order L-7055-4).
- (e) Contract between Borrower and Borton, Incorporated, dated April 25, 1990 (Borrower's Purchase Order No. L-7055-6).

BOOK 295 PAGE 566

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

90 JUL 12 PM 1:25

1. Deed Tax	\$	
2. Notary Fee	\$	1350.00
3. Recording Fee	\$	32.50
4. Title Insurance	\$	3.00
5. Other Fees	\$	1.00
Total	\$	19406.50

