

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented: **8**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Ann Jones
c/o Alston & Bird
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Dravo Basic Materials Company, Inc.
120 Mallard Drive
Suite 300
St. Rose, Louisiana 70087

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

First Alabama Bank, as Collateral Agent
Collateral Division
106 St. Francis Street
Mobile, Alabama 36602
Attn.: Fred W. Taul, Senior Vice
President
Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

FILED WITH:

Shelby County

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:

All of the Debtor's right, title and interest in and to the following, wherever located and whether now or hereafter acquired or arising: all accounts, inventory, contract rights, general intangibles, instruments, documents and chattel paper and all products and proceeds of any of the foregoing, all as more particularly described on Schedule A attached hereto and made a part hereof.

For a description of the real estate referenced in item 8 below, see Schedule C attached hereto and made a part hereof.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state

☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.

☐ which is proceeds of the original collateral described above in which a security interest is perfected.

☐ acquired after a change of name, identity or corporate structure of debtor

☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ N/A

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ N/A

8. ☒ This financing statement covers ~~to be cut crops or fixtures~~ and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5) **See Schedule B**

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

DRAVO BASIC MATERIALS COMPANY, INC.

Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

FIRST ALABAMA BANK, AS COLLATERAL AGENT

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM - UNIFORM COMMERCIAL CODE FORM UCC-1
Approved by The Secretary of State of Alabama

SCHEDULE A TO FINANCING STATEMENT

Debtor: Dravo Basic Materials Company, Inc.
120 Mallard Drive
Suite 300
St. Rose, Louisiana 70087

Secured Party: First Alabama Bank, as
Collateral Agent
Collateral Division
106 St. Francis Street
Mobile, Alabama 36602
Attn: Fred W. Taul,
Senior Vice President

All of the Debtor's right, title and interest in and to each of the following, wherever located and whether now or hereafter existing, or now owned or hereafter acquired or arising (collectively, the "Collateral"):

1. All accounts and any and all rights to payment for goods sold or leased or for services rendered (whether classified under the Uniform Commercial Code as accounts, chattel paper, general intangibles or otherwise) including, but not limited to, accounts receivable, accounts arising from the sale of minerals at the minehead or riverbed, as the case may be, proceeds of any letters of credit naming the Debtor as beneficiary, chattel paper, tax refunds, insurance proceeds, contract rights, notes, drafts, instruments, documents, acceptances and all other debts, obligations and liabilities in whatever form from any person;

2. All contract rights and any and all rights of the Debtor to receive payment or performance, together with all rights and remedies of the Debtor (whether expressly set forth in any contract or agreement to which the Debtor is a party or which runs in favor of the Debtor or under applicable provisions of constitutions, statutes, laws, rules, regulations and orders, rulings and decrees of all courts and arbitrators), under any contract or agreement to which the Debtor is a party or which runs in favor of the Debtor including, but not limited to, all lime supply contracts to which the Debtor is now or hereafter a party;

3. Any and all rights of the Debtor to receive all amounts owing by Dravo Corporation ("Dravo") to the Debtor under that certain Promissory Note dated September 30, 1991 executed and delivered by Dravo in favor of the Debtor and

Dravo Lime Company in the original principal amount of \$100,829,000, as such Promissory Note may be amended from time to time, including all rights of the Debtor to enforce the obligations of Dravo thereunder and to exercise any and all rights of the Debtor thereunder;

4. All instruments, documents and chattel paper and any other obligations or indebtedness owed to the Debtor from whatever source arising; all rights of the Debtor to receive any payments in money or kind; all guaranties of the foregoing in favor of the Debtor and security therefor; all of the right, title and interest of the Debtor in and with respect to the goods, services or other property that give rise to, or that secure, any of the foregoing and insurance policies and proceeds relating thereto and all of the foregoing, whether now owned or existing or hereafter created or acquired;

5. All inventory of the Debtor of every kind and description whether now or hereafter existing or acquired, including, but not limited to, all goods, merchandise and other personal property now owned or hereafter acquired by the Debtor (including all minerals) which are held for sale or lease, or are furnished or to be furnished under any contract of service or which are raw materials, work-in-process or finished products used or consumed in the Debtor's business, and all products thereof, and all substitutions, replacements, additions or accessions therefore and thereto, and all materials and supplies used in connection with the maintenance, packing, shipping or furnishing of any of the foregoing; including, without limiting the generality of the foregoing, all lime, agricultural lime, rock, limestone, sand, gravel, dead reef shell, clam shell, mixed shell, slag and all products of the Debtor created from such material and all other products sold or to be sold in the conduct of the Debtor's business; and all cash or non-cash proceeds of all of the foregoing, including insurance proceeds and all documents or records related to the foregoing;

6. All rights of the Debtor as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to any of the property of the Debtor included in item 5 above;

7. All general intangibles of the Debtor including, but not limited to, all choses in action, tax refunds, trademarks and associated goodwill, tradenames, patents, copyrights and any and all other intellectual property of the Debtor;

8. All documents of title, policies and certificates of insurance, securities, chattel paper and other documents and

instruments of the Debtor evidencing or pertaining to any and all items of any of the foregoing;

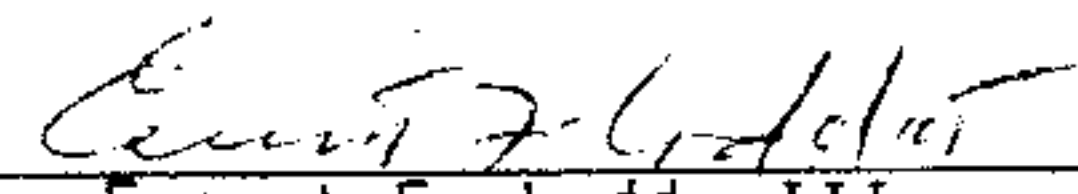
9. All books, records, files and correspondence in any way related to any of the foregoing or otherwise pertaining to the business operations of the Debtor;

10. Any and all balances, credits, deposits, accounts, items and monies of the Debtor now or hereafter with First Alabama Bank, as Collateral Agent (or any "Secured Party" as that term is defined in that certain Amended and Restated Security Agreement among First Alabama Bank, as Collateral Agent, the Debtor and Dravo Lime Company (herein a "Lender")), or any affiliate thereof or deposited with First Alabama Bank, as Collateral Agent, or any Lender or any financial institution selected by First Alabama Bank, as Collateral Agent, or any Lender pursuant to any lockbox, deposit, escrow or other collection agreement or otherwise, and all property of the Debtor of every kind and description now or hereafter in the possession or control of First Alabama Bank, as Collateral Agent, or any Lender for any reason; and

11. Any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to in this definition, and any claims of the Debtor against third parties for loss of, damage to or destruction of any or all of the Collateral or for proceeds payable under, or unearned premiums with respect to, policies of insurance) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents.


DEBTOR:

Dravo Basic Materials
Company, Inc.

By: 
Name: Ernest F. Ladd, III
Title: Executive Vice President

SECURED PARTY:

First Alabama Bank, as
Collateral Agent

By: 
Name: F. W. Taul
Title: Senior Vice President

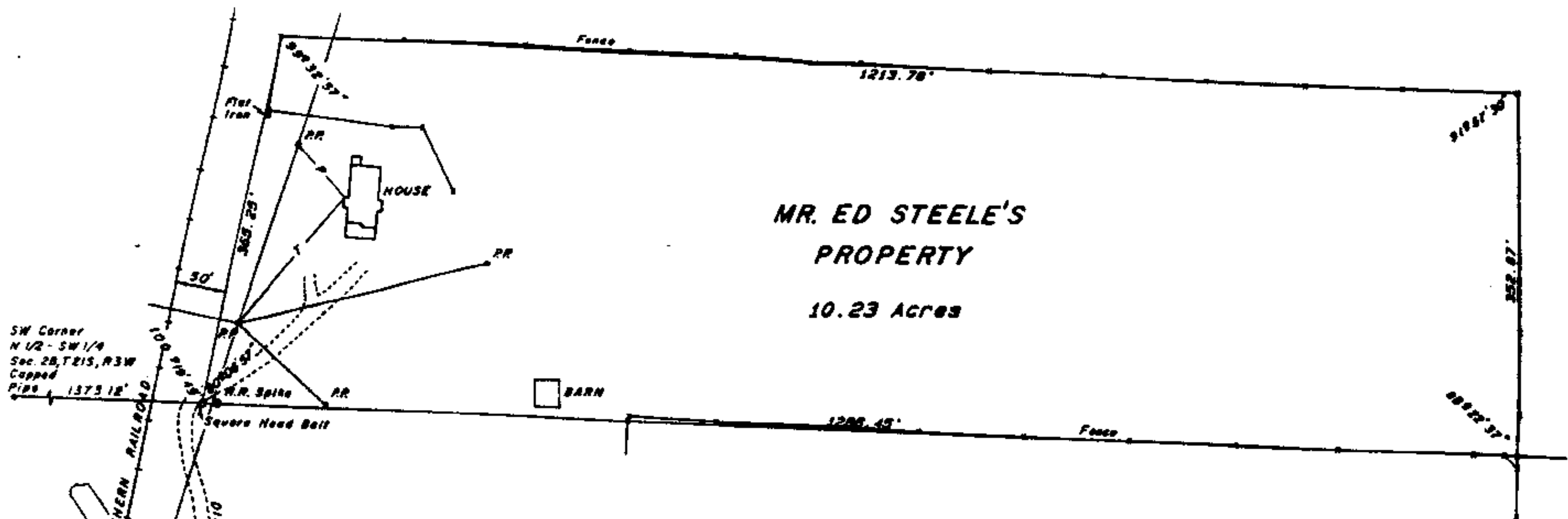
SCHEDULE B TO FINANCING STATEMENT

This financing statement covers accounts arising from the sale of minerals at the minehead or riverbed, as the case may be, and is to be cross indexed in the real estate mortgage records.

I All of the South 117 yards of the N1/2 of SW1/4 of Section 28, Township 21 South, Range 3 West, that lies East of the right of way line of the Birmingham, Brierfield and Blocton Branch of the Southern Railway, EXCEPT lot 80 feet by 548 feet in NW corner as shown by deed recorded in Deed Book 203, Page 462.

II Commence at the point where the South boundary line of the Northeast Quarter of the Southwest Quarter of Section 28, Township 21, Range 3 West, crosses the eastern right of way line of the Birmingham, Brierfield and Blocton Branch of the Southern Railway and run thence Northerly along said right of way line 278 feet to the point of beginning of the land herein conveyed. From said point of beginning run thence Northerly along said right of way line 80 feet, run thence east and parallel with said south boundary line 548 feet, run thence southerly and parallel with said right of way line 80 feet, run thence west and parallel with said south boundary line 548 feet to the said point of beginning. Situated in Shelby County, Alabama.

Record Owner: Ed Steele



NOTE: Fences are very old and well maintained. No iron pins could be found at the southeast or northeast corners.

STATE OF ALABAMA
SHELBY COUNTY

I, Morris H. Hughes, a Professional Land Surveyor, registered by the State of Alabama, hereby certify the foregoing to be a true and correct map or plot of a survey made by me, of all of the South 117 yards of the N 1/2 of the SW 1/4 of Section 28, Township 21 South, Range 3 West, that lies East of the right-of-way of the Birmingham, Brierfield and Blocton Branch of the Southern Railway, according to the deeds recorded in Deed Book 213, Page 325, and Deed Book 203, Page 462 in the Office of the Probate Judge of Shelby County, Alabama; that there are no rights-of-way, easements, or encroachments from adjoining properties, other than those shown; said property being more particularly described as follows:

Commence at the southwest corner of the N 1/2 of the SW 1/4 of Section 28, Township 21 South, Range 3 West; thence east 1373.12 feet along the south boundary of said N 1/2 of the SW 1/4 to an iron pin on the easterly right-of-way of the Birmingham, Brierfield and Blocton Branch of the Southern Railway, said point being also the Point of Beginning; thence right 0°26'46", easterly 1206.45 feet to the corner of an old fence; thence left 91°37'23", northerly 352.87 feet to the northeast corner of an old fence; thence left 88°02'30", westerly 1213.78 feet along said fence to the easterly right-of-way of aforementioned railroad; thence left 80°27'03", southwesterly 365.25 feet along said right-of-way to the Point of Beginning. Containing in all, 10.23 acres. According to my survey this 28th day of March, 1989.

III

100 50 0 100 200
SCALE IN FEET

Morris H. Hughes
ALABAMA REGISTRATION NO. 11,689

PRECISION SURVEYING & MAPPING	
212 Lorna Square	
Hoover, Alabama 35216	
823-7585	823-7610
BOUNDARY SURVEY	
FOR	
MR. ED STEELE	
DRAWN BY:	SCALE:
J. H. HAYES	1"=100'

Record Owner: Southern Stone Company, Inc.

IV The NE 1/4 of SE 1/4 of Section 7, Township 21 South, Range 2 West.

V

As a point of beginning, commence at the northwest corner of the NW 1/4 of the SW 1/4 of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama; thence South and on the west boundary of Section 8, Township 21 South, Range 12 West, Shelby County, Alabama a distance of 100 feet to a point; thence S88°21'E a distance of 443.44 feet to a point on the south right-of-way of a public road; thence in a westerly direction and on the south right-of-way of a public road a chord distance of 90.63 feet to a point, said chord bearing N75°00'W thence N85°25'W and on the south right-of-way of said public road a distance of 144.86 feet to a point; thence in a northwesterly direction and on the south margin of said public road a chord distance of 235.52 feet to a point, said chord bearing N63°47'W, said point being the point of intersection of the south right-of-way of said public road and the west boundary of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama; thence South and on the west boundary of said Section 8 a distance of 26.28 feet to the point of beginning.

All lying and being in the SW 1/4 of the NW 1/4 and in the NW 1/4 of the SW 1/4 of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama, and containing 0.42 acres, more or less.

Record Owner: Southern Rock Products Co., Inc.

VI 24 acres Maylene property

ALL SE 1/4 NW 1/4 E OF SO RR EXC
CG RD R/W SEC 23 T21S R3W CA 24
AC DB248 P175 5/15/67

Record Owner: C.L. Steele Family, Inc.

VII

The SE 1/4 of the SW 1/4 of Section 28, Township 21, Range 3 West, Except the following described parcel of land which has heretofore been conveyed to the Trustees of Ryan Church, and which land being excepted is described as follows: Commencing at the SE corner of the SE 1/4 of the SW 1/4 of Section 28, Township 21, Range 3 West and run west 510.3 feet to the point of beginning of the lot excepted, thence North 208.7 feet; thence West 417.4 feet, thence South 208.7 feet thence East 417.4 feet to the point of beginning, containing two (2) acres more or less and known as the Ryan Cemetery. All of the above described land being situated in Shelby County, Alabama.

Record Owner: W.P. Reneau

VIII All of that part of the
S 1/2 of the SW 1/4 of Section 21, Town-
ship 21, Range 3W, that lies east of the
Southern Railroad Right of Way in Shelby
County, Alabama, containing 16 acres, more
or less; and also a rider connected thereto
giving the lessee the right of ingress
and egress;

IX West 1/2 of NE 1/4 of
Section 28, Township 21, Range 3W, Shelby
County, Alabama, containing 80 acres, more
or less, being a portion of the property
conveyed to lessors by deed from Mr. and
Mrs. Hudson C. Evans, dated December 19,
1958, and recorded in Book 198, Page 203,
Shelby County Courthouse; said option and
lease agreement being recorded in the
Probate Office of Shelby County, Alabama
in Book 214, at Page 381, on March 10,
1960;

X That part of the NE 1/4
of the NW 1/4 of Section 28, Township 21,
Range 3W, located east of the Southern
Railroad, and containing 20 acres, more
or less, Shelby County, Alabama, said
option and lease agreement being recorded
in the Probate Office of Shelby County,
Alabama in Book 244, at Page 375;

Record Owner: Francis Randall

XI Part of the NE 1/4 of the SW 1/4 of Section 28, Township 21 South, Range 3
West, Shelby County, Alabama, being more particularly described as
follows:

Beginning at the Northeast corner of said 1/4-1/4 section, run south
along the east line of said 1/4-1/4 section for a distance of 969.85 feet;
thence turn an angle to the right of 91°54' 47" and leaving said 1/4-1/4
section line run in a westerly direction for a distance of 573.35 feet;
thence turn an angle to the right of 90° and run in a northerly
direction for a distance of 150 feet; thence turn an angle to the left
of 90° and run in a westerly direction for a distance of 436.00 feet;
thence turn an angle to the left of 90° and run in a southerly direction
for a distance of 150 feet; thence turn an angle to the right of 90° and
run in a westerly direction for a distance of 232.00 feet to a point on
the easterly right-of-way line of the B. B. & B. Railroad Branch of the
Southern Railroad; thence turn an angle to the right of 99° 45' 10" and
run in a northeasterly direction along said right-of-way for a distance
of 983.96 feet to a point on the north line of said 1/4-1/4 section; thence
turn an angle to the right of 80° 16' 16" and run in an easterly
direction along the north line of said 1/4-1/4 section for a distance of
1,042.29 feet to the point of beginning, containing 23.9 acres more or

Record Owner:

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 28, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

XII

Beginning at the Northeast corner of said 4-4 section, run south along the east line of said 4-4 section for a distance of 969.85 feet; thence turn an angle to the right of 91°54'47" and leaving said 4-4 section line run in a westerly direction for a distance of 573.35 feet; thence turn an angle to the right of 90° and run in a northerly direction for a distance of 150 feet; thence turn an angle to the left of 90° and run in a westerly direction for a distance of 436.00 feet; thence turn an angle to the left of 90° and run in a southerly direction for a distance of 150 feet; thence turn an angle to the right of 90° and run in a westerly direction for a distance of 232.00 feet to a point on the easterly right-of-way line of the B. B. & B. Railroad Branch of the Southern Railroad; thence turn an angle to the right of 90°45'10" and run in a northeasterly direction along said right-of-way for a distance of 983.96 feet to a point on the north line of said 4-4 section; thence turn an angle to the right of 80°16'16" and run in an easterly direction along the north line of said 4-4 section for a distance of 1,042.29 feet to the point of beginning, containing 23.9 acres more or less.

Record Owner: Mitchell Joseph and Arthur Sharbel

NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 27, Township 21, Range 3

XIII

West, NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 28, Township 21, Range

3 West

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
92 JAN 27 AM 10:08
JUDGE OF PROBATE