as defined in ALA CODE 7-9-105(n).	No. of Additional 14	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
Ann Jones c/o Alston & Bird		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
1201 West Peachtree Street Atlanta, Georgia 30309-3424		
Pre-paid Acct. #	// oot Nome First // D	
Dravo Lime Company 3600 One Oliver Plaza Pittsburgh, Pennsylvania 15222	(Last Name First if a Person)	STATE OF STA
Social Security/Tax ID #	(Last Name First if a Person)	
Social Security/Tax ID #		FILED WITH:
Additional debtors on attached UCC-E	<u> </u>	Shelby County
NAME AND ADDRESS OF SECURED PARTY) (Last First Alabama Bank, as Collater Collateral Division 106 St. Francis Street Mobile, Alabama 36602 Attn.: Fred W. Taul, Senior Vice President	cal Agent	4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
Social Security/Tax ID #		$\mathcal{L}_{\mathcal{I}}^{\mathcal{O}}$
Additional secured parties on attached UCC-E  The Financing Statement Covers the Following Types (or items) of Property:		
All of the Debtor's right, titl located and whether now or here inventory, contract rights, genchattel paper and all products particularly described on Sched For a description of the real eattached hereto and made a part	earter acquired or arismeral intangibles, instrand and proceeds of any of ule A attached hereto astate referenced in ital	ing: all accounts, ruments, documents and the foregoing, all as more  and made a part home of
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eun Thoda	on when it was brought into this state, on when debtor's location changed ove in which a security interest is	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. M This financing statement covers term xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

### SCHEDULE A TO FINANCING STATEMENT

Debtor: Dravo Lime Company

3600 One Oliver Plaza

Pittsburgh, Pennsylvania 15222

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

### TRACT IV:

From the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 7, Township 21 South, Range 2 West, 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; thence go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

### TRACT V:

### PARCEL I:

The W 1/2 of SE 1/4 of SW 1/4 and the W 1/2 of the South ten acres of the NE 1/4 of the SW 1/4 of Section 8, Township 21 South, Range 2 West, Shelby.

### PARCEL II:

Ten acres of land of equal width across the North side of the NW 1/4 of SE 1/4 of Section 8, and all of the NE 1/4 of the SW 1/4, except 10 acres of equal width off the South side of said NE 1/4 of the SW 1/4 of Section 8, and all that part of the SE 1/4 of the NW 1/4 of Section 8, described as follows: Begin at the SW corner of the said SE 1/4 of the NW 1/4 and run thence North along the West line of said forty acres a distance of 350 feet, more or less, to the R.O.W. of the Saginaw Lumber Co.'s old R.R. bed; run thence in Northeasterly direction along said old R.R. right of way bed to its intersection with the East line of the said SE 1/4 of the NW 1/4, which point of intersection is 788 feet, more or less, South of the Northeast corner of said 1/4-1/4 Section; run thence South along the East line of said last named 40 acres a distance of 532 feet, more or less, to the Southeast corner of the said SE 1/4 of the NW 1/4; run West along the South line of said last described 40 acres a distance of 1320 feet, more or less, to the Southwest corner of said last described 40 acres, and being the point of beginning, all of said tract being in Section 8, Township 21 South, Range 2 West.

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# TRACT VI:

### PARCEL I:

The South 1/2 of the North 1/2; the West 1/2 of the SE 1/4; the North 1/2 of the NE 1/4 of the SW 1/4; the South 1/2 of the SE 1/4 of SW 1/4; the NW 1/4 of the SW 1/4; and that part of the NE 1/4 of the NE 1/4 lying South and East of the old right of way of Saginaw Lime & Stone Co. Narrow Gauge Railroad, all lying and being in Section 7, Township 21 South, Range 2 West, Shelby County, Alabama. LESS AND EXCEPT three parcels which are part of the SW 1/4 of SE 1/4 and part of the SE 1/4 of the SW 1/4.

### EXCEPTION 1:

A tract of land in the SW 1/4 of SE 1/4 and SE 1/4 of SW 1/4 of Section 7, Township 21 South, Range 2 West, in Shelby County, Alabama, and more particularly described as follows:

Start at the Southeast corner of the SW 1/4 of SE 1/4 of said Section 7; thence run in a Westerly direction along the South line of the SW 1/4 of SE 1/4 for a distance of 1046.50 feet to a point; thence turn an angle of 90 degrees to the right and run for a distance of 59.87 feet to the point of beginning of the boundary of the tract of land hereby conveyed; from said point of beginning turn an angle of 90 degrees to the left and run a distance of 210.0 feet to a point; thence turn an angle of 90 degrees to the right and run 67.50 feet; thence turn an angle of 90 degrees to the left and run a distance of 85.0 feet; thence at an angle of 47 degrees and 31 minutes to the right run a distance of 101.61 feet; thence turn an angle of 132 degrees and 29 minutes to the right and run 153.62 feet; thence turn an angle of 90 degrees to the left and run 67.50 feet; thence at an angle of 90 degrees to the right run 210.0 feet; thence at an angle of 90 degrees to the right run 210.0 feet to the point of beginning, as shown on the map attached hereto and made a part hereof, minerals and mining rights excepted. This parcel was conveyed to Trustees for Community Church of Saginaw by deed recorded in Deed Book 220, Page 762.

### EXCEPTION 2:

Begin at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 7, Township 21 South, Range 2 West, and run West along the South line of said 1/4-1/4 Section a distance of 946.50 feet to the point of beginning of the property hereby conveyed; thence turn an angle of 90 degrees 00 minutes to the left and run for 26.07 feet to a point; thence turn an angle of 87 degrees 26 minutes to the right and run for 100.40 feet to a point;

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thence turn an angle of 5 degrees 14 minutes to the right and run for 156.61 feet to a point; thence turn an angle of 44 degrees 51 minutes to the right and run for 204.60 feet to a point; thence turn an angle of 132 degrees 29 minutes to the right and run for 85.0 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run for 67.50 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run for 210 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run for 210 feet to a point; thence turn an angle of 90 degrees 00 minutes right and run for 100 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run for 269.87 feet to the point of beginning. Situated in Shelby County, Alabama. This parcel was conveyed to Trustees for Galilee Baptist and Mt. Pleasant A.M.E. Union Church by deed recorded in Deed Book 231, Page 129.

### **EXCEPTION 3:**

All that part of the SW 1/4 of the SE 1/4 of the SW 1/4 lying West of the Columbiana Road. This parcel was conveyed to J.S. Patton by deed recorded in Deed Book 57, Page 525.

# PARCEL II:

The East 1/2 of the SE 1/4; the NW 1/4 of the SE 1/4, EXCEPT 10 acres of even width across the North end thereof; the West 1/2 of the SW 1/4 of the SE 1/4; the East 1/2 of the SE 1/4 of the SE 1/4 of the East 1/2 of the South 10 acres of the NE 1/4 of the SW 1/4; West 1/2 of the SE 1/4 of the NE 1/4; SW 1/4 of the NE 1/4; NW 1/4 of the NW 1/4; all in Section 8, Township 21 South, Range 2 West, Shelby County, Alabama.

ALSO, begin at the NE corner of the SW 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 2 West and run thence West along the North line of said 1/4-1/4 Section a distance of 525 feet to the point of beginning of the tract herein described; thence run South 450 feet; thence run West 300 feet; thence run North 450 feet to the North line of said 1/4-1/4 Section; thence run East along said North line to the point of beginning.

ALSO, that part of the NE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 2 West, lying North and West of an old railroad bed.

ALSO, that part of the SE 1/4 of the NW 1/4 of Section 8, Township 21 South, Range 2 West, particularly described as follows:
Begin at the NW corner of said SE 1/4 of NW 1/4 and run thence South along

the West line of said 1/4-1/4 Section 1,005 feet, more or less, to the South line of the Old Saginaw Logging Railroad Bed; thence run Eastwardly along the South line of said railroad bed to a point on the East line of said 1/4-1/4 Section, which point is 853 feet South of the NE corner of said 1/4-1/4 Section; thence run North along said East line 853 feet to said NE corner; thence run West along the North line of said 1/4-1/4 Section 1,320 feet, more or less, to the point of beginning.

### PARCEL III:

The West 1/2 of the SE 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, EXCEPT four acres in a square out of the NW corner of the NW 1/4 of the SE 1/4.

ALSO, that part of the North 1/2 of the SW 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the NW corner of said SW 1/4 and run thence South 43 degrees 45 minutes East for a distance of 29 feet; thence run South 88 degrees 10 minutes East 2,616 feet to a point on the East line of said SW 1/4; thence run North along said East line to the NE corner of said SW 1/4; thence run West along the North line of said SW 1/4 to the point of beginning.

ALSO that part of the East 1/2 of the SW 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Begin at the NW corner of the SW 1/4 of said Section 17; run thence South 43 degrees 45 minutes East, 29 feet; thence South 88 degrees 10 minutes East 2,616 feet to the East line of the SW 1/4 of Section 17; thence South 2 degrees 15 minutes East along said East line 1,061 feet to the North boundary of the Old Tram line; said point being the point of beginning of the tract herein described; thence run South 49 degrees 45 minutes West along the North boundary of the Old Tram line 400 feet; thence run South 61 degrees 45 minutes West along said North boundary 214.4 feet; thence run South 70 degrees 45 minutes West along said North boundary for a distance of 746.3 feet, more or less, to a point 500 feet Northeast of the East line of U.S. Highway #31, said 500 feet being measured along the North line of said Old Tram Line; thence turn an angle to the left of 110 degrees 16 minutes and run Southeastwardly and along the Northeasterly line of parcels conveyed to Alton Eugene Carden by deed recorded in Deed Book 228, Page 32; to James E. Carden by deed recorded in Deed Book 228, Page 163, and to Lula B. Massey by deed recorded in Deed Book 228, Page 30, for a distance of 616.58 feet, more or less, to the most Northerly corner of tract described in deed to Lucille S. Parris, by deed recorded in Deed Book 264, Page 226; thence run Southeastwardly along the Northeasterly line of said

Farris tract for a distance of 229.31 feet to a point which is 630 feet East of and 210 feet North of the Southwest corner of SE 1/4 of SW 1/4 of Section 7; thence run South 210 feet to the South line of said SE 1/4 of SW 1/4; thence run East 675.71 feet to the SE corner of said SW 1/4; thence run North along said East line to the point of beginning.

ALSO, a part of the SE 1/4 of NW 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, particularly described as follows: Begin at the Southeast corner of said forty and run in a Westerly direction along the South line of said forty a distance of 1002.28 feet to center line of a ditch; thence turn an angle of 86 degrees 06 minutes to the right and run . along center line of ditch for a distance of 322.63 feet; thence turn an angle of 0 degrees 23 minutes left and run along center line of ditch a distance of 466.32 feet; thence turn an angle of 8 degrees 23 minutes to the right and run along centerline of ditch a distance of 114.01 feet; thence turn an angle of 0 degrees 09 minutes to the left and run along center line of ditch a distance of 247.80 feet; thence turn an angle of 0 degrees 05 minutes to left and run along center line of ditch to intersection with South line of the present paved Columbians Road; thence in an Easterly and Southeasterly direction along the South line of said road to intersection with East line of said forty; thence South along East line of said forty to the Southeast corner, the point of beginning.

## PARCEL IV:

The South 1/2 of SE 1/4; NW 1/4 of SE 1/4; SW 1/4 of NE 1/4; and the East 210 feet of the South 630 feet of the SE 1/4 of the NW 1/4 all in Section 21, Township 21 South, Range 2 West, situated in Shelby County, Alabama.

#### TRACT VII:

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

### TRACT VIII:

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 2

West, Shelby County, Alabama a distance of 100 feet to a point; thence South 88 degrees 21 minutes East 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 North 75 degrees 00 minutes West; thence North 85 degrees 25 minutes West 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 North 63 degrees 47 minutes West, 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.

# EXHIBIT "A-1"

Description of the Leasehold Land

Being the real estate described on the pages annexed hereto and made a part hereof.

The North 100 feet of the Northwest Quarter of the Southwest Quarter; the South Half of the Northeast Quarter of the Northwest Quarter; the South Half of the Northwest Quarter of the Northwest Quarter; the Southwest Quarter of the Northwest Quarter EXCEPT 3.1 acres described as follows: Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 8, run thence West along the north line of said forty a distance of 525 feet to the point of beginning of the lot herein excepted; and from said point of beginning, run South 450 feet, thence West 300 feet; thence North 450 feet to the North line of said forty, Longview Lime Corporation's 35 foot right of way in said Southwest Quarter of the Northwest Quarter.

92 JIM 31 HM STELLS

#### SCHEDULE A TO FINANCING STATEMENT

Debtor: Dravo Lime Company

3600 One Oliver Plaza

Pittsburgh, Pennsylvania 15222

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;
- 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

#### EXHIBIT "A-1"

# Description of the Leasehold Land

Being the real estate described on the pages annexed hereto and made a part hereof.

1171 SENDE/2

#### SCHEDULE C

### TRACT I:

The South 1/2 of the NE 1/4 of SW 1/4; the SW 1/4 of the SW 1/4 and the North 1/2 of the SE 1/4 of SW 1/4 of Section 7, Township 21 South, Range 2 West, situated in Shelby County, Alabama.

LESS AND EXCEPT the following described four parcels:

### EXCEPTION 1:

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 South 300 feet to the point of beginning. This parcel was conveyed by Saginaw Lumber Co. to Trustees of Saginaw M.E. Church South by deed dated October 4, 1901, and recorded in Deed Book 24, Page 585.

#### EXCEPTION 2:

Commencing at the Southeast corner of the SW 1/4 of SW 1/4 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 29, 1885, and recorded in Deed Book 57, Page 526.

### EXCEPTION 3:

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 the Southwest Quarter of Section 7, Township 21 South, Range 2 West, in Shelby County, Alabama, 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; 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 as conveyed to Lucius G. Brantley, Jr. and Ella Brantley, by deed recorded in Book 217, Page 408.

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C-1

(1 of 10 Pages)

### **EXCEPTION 4:**

From the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 7, Township 21 South, Range 2 West, 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; thence go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

### TRACT II:

A part of the NE 1/4 of the SW 1/4 of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of said 1/4-1/4 Section; thence South along the East line of said 1/4-1/4 Section 52.28 feet to the point of beginning of Tract herein described; thence 94 degrees 06 minutes to the right West 571.05 feet; thence 1 degree 36 minutes right West 192.78 feet; thence 84 degrees 22 minutes left, South 526.43 feet; thence 99 degrees 59 minutes left, East 865.11 feet to the East line of said 1/4-1/4 section; thence 91 degrees 21 minutes left, North along said East 476.57 feet to the point of beginning. According to survey of Narve Butler, RLS #10548, dated July 9, 1990. Situated in Shelby County, Alabama.

### TRACT III:

A parcel of land in the SE 1/4 of the SE 1/4 of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows:
Begin at the Northwest corner of said 1/4-1/4 Section; thence run East along the North 1/4-1/4 line 1036.81 feet; thence turn right 87 degrees 21 minutes 07 seconds and run South 298.35 feet; thence turn right 92 degrees 51 minutes 55 seconds and run West 1036.21 feet; thence turn right 86 degrees 58 minutes 50 seconds and run North 294.46 feet to the point of beginning.

# 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.

Dravo Basic Materials Company, Inc. 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 Basic Materials Company, Inc. (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 Lime Company

SECURED PARTY:

First Alabama Bank, as Collateral Agent

Name: Ernest F. Ladd, III

Title: Executive Vice President

Name: F. W. Taul

Fitle: Senior Vice President