

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT and FINANCING STATEMENT

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT and FINANCING STATEMENT (herein sometimes called "Mortgage") is made as of July 13, 1994, by and between the undersigned Mortgagor (herein, together with its successors and assigns, the "Mortgagor"), and Continental Bank, an Illinois banking corporation, as Agent under the Credit Agreement referred to below (herein, together with its successors and assigns, the "Mortgagee").

R E C I T A L S

A. Credit Agreement. Pursuant to a Credit Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among U.S. Aggregates, Inc. (the "Company"), various financial institutions (collectively the "Banks" and individually each a "Bank") and the Mortgagee, the Banks have agreed to make revolving loans in an amount not to exceed ten million dollars (\$10,000,000), term loans in the aggregate amount of twenty million dollars (\$20,000,000), and acquisition loans in an amount not to exceed ten million dollars (\$10,000,000), which term loans, revolving loans and acquisition loans are collectively called the "Loans". In connection therewith the Company has executed promissory notes in favor of the Banks evidencing the Loans (herein, such promissory notes, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be collectively called the "Note") due and payable in full if not sooner paid on or before June 30, 2000, subject to extension and acceleration as set forth in the Note and the Credit Agreement, bearing interest as provided in the Credit Agreement on the principal amount thereof from time to time outstanding. Unless otherwise defined herein or defined by reference to other documents or instruments, terms used herein which are defined or defined by reference to other documents or instruments in the Credit Agreement shall have the same meanings when used herein as such terms have therein.

B. Debt Papers. The Note, the Credit Agreement, and any other documents and instruments executed and delivered by or on behalf of the Company or the Mortgagor or any other Guarantor in connection with the Note or the Credit Agreement or as security therefor, including any Hedging Agreement entered into by the Company or the Mortgagor or any other Guarantor with any Bank or any affiliate thereof in connection with the Credit Agreement, as the same may be amended, modified or supplemented from time to time, are hereinafter referred to as the "Debt Papers". For purposes hereof, "Collateral Documents" shall mean each Pledge

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Agreement, the Security Agreement, each Mortgage, the Purchase Agreement Assignment and any other pledge agreement, security agreement or similar document which is executed to grant security to the Mortgagee for the obligations of the Company or any Guarantor under the Credit Agreement or in connection therewith. "Hedging Agreement" means any interest rate, currency or commodity swap agreement, interest rate cap agreement, interest rate collar agreement, or other agreement or arrangement designed to protect a Person against fluctuations in interest rates. "Person" means any natural person, corporation, partnership, trust, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity.

C. The Liabilities. As used in this Mortgage, the term "Liabilities" means and includes all of the following: (i) all obligations of the Company or the Mortgagor or any other Guarantor to the Mortgagee and the Banks and their respective successors and assigns under or in connection with the Credit Agreement, the Note or any of the other Debt Papers and (ii) all other obligations of the Company or the Mortgagor or any other Guarantor to the Mortgagee and the Banks and their respective successors and assigns, in each case howsoever created, arising or evidenced, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing, or due or to become due, arising out of or in connection with the Credit Agreement or any of the other Debt Papers, including, without limitation, all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to the Mortgagee under or with respect to, this Mortgage, all of the covenants, obligations and agreements in, under or pursuant to the Note, the Credit Agreement, this Mortgage, and the other Debt Papers, any and all advances, costs or expenses paid or incurred by the Mortgagee to protect any or all of the Collateral (hereinafter defined) and other collateral under the Debt Papers, to perform any obligation of the Mortgagor hereunder and any obligation of the Mortgagor under the Debt Papers or collect any amount owing to the Mortgagee which is secured hereby or under the Debt Papers; interest on all of the foregoing; and all costs of enforcement and collection (including, without limitation, attorneys' fees and court costs) of this Mortgage, the Debt Papers and the Liabilities. Any future advances under the Note, or any Hedging Agreement entered into by the Company or the Mortgagor or any Subsidiary with any Bank or its affiliate, whether obligatory or made at the option of the Mortgagee, shall be secured by this Mortgage, and shall be entitled to the same priority as if such future advances were made on the date hereof.

D. The Collateral. For purposes of this Mortgage, the term "Collateral" means and includes all right, title and interest of the Mortgagor in and to all of the following:



(i) Real Estate. All of the land described on Exhibit A and on Exhibits C-1 through C-5 attached hereto (the "Land"), together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

(ii) Leasehold Estate. All present and future rights, title and interests of the Mortgagor, however acquired, in, to, and under the lease or sublease described on Exhibits B-1 through B-5 hereto (collectively as amended, renewed and extended from time to time together with any new lease of the Real Estate or Improvements (defined below) entered into by the Mortgagor in replacement, extension or renewal of or substitution for said lease, the "Facility Lease"), all present and future right, title and interest of the Mortgagor, as lessee or otherwise in and to the Land, the Premises, and the rest of the Mortgaged Property (hereinafter defined), and any other real or personal property (collectively the "Leased Property") which is subject to the Facility Lease or which is created under or pursuant to the Facility Lease and all present and future amendments, renewals and supplements thereto, including all of Mortgagor's unexpired estate, title, interest and term of years in the Leased Property by virtue of the Facility Lease and any and all credits, deposits, options to renew or extend, options to purchase, rights of first refusal, and any other rights and privileges of the Mortgagor thereunder (all of the foregoing are herein referred to collectively as the "Leasehold Estate").

(iii) Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by the Mortgagor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by the Mortgagor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning,

refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(iv) Personal Property. All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) severed minerals, rock or stone, and all other tangible property of any kind or character now or hereafter owned or purported to be owned by the Mortgagor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere, including, without limitation, all rights of the Mortgagor under any lease to furniture, furnishings, fixtures and other items of personal property (all of the foregoing is herein referred to collectively as the "Goods");

(v) Intangibles. All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Mortgagor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Mortgagor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of the Mortgagor related to the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Intangibles"); and

(vi) Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein referred to collectively as the "Rents");

(vii) Leases. All rights of the Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Mortgagor or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (all of the foregoing is herein referred to collectively as the "Leases"); and

(viii) Other Property. All other property or rights of the Mortgagor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate and the Improvements, and any other property



which is real estate under applicable law, is sometimes referred to collectively herein as the "Premises").

### G R A N T

NOW, THEREFORE, for and in consideration of the Banks making any loan, advance or other financial accommodation to or for the benefit of the Company, the Mortgagor or any Subsidiary, including sums advanced under the Note or any Hedging Agreement, and in consideration of the various agreements contained herein, in the Note or any Hedging Agreement, the Credit Agreement, and in the Debt Papers, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Mortgagor, and in order to secure the full, timely and proper payment and performance of each and every one of the Liabilities,

THE MORTGAGOR DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, AND ASSIGN UNTO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER ALL OF THE MORTGAGOR'S RIGHTS, TITLE AND INTEREST IN THE PREMISES NOW OWNED OR HEREAFTER ACQUIRED, AND THE MORTGAGOR DOES HEREBY TRANSFER, SELL, ASSIGN AND CONVEY TO THE MORTGAGEE THE COLLATERAL AND A SECURITY INTEREST THEREIN.

TO HAVE AND TO HOLD the Premises and the Collateral unto the Mortgagee, its successors and assigns, forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the state or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

The Mortgagor hereby covenants with and warrants to the Mortgagee and with the purchaser at any foreclosure sale: that at the execution and delivery hereof it is well seized of the Premises, and of a good, indefeasible fee estate in the Premises described on Exhibit A hereto and a good valid leasehold estate in the Facility Lease provided that the interest in the Land described on Exhibit C-5 is a tenancy at will; that the Collateral is free from all encumbrances whatsoever (and any claim of any other Person thereto) other than the security interest granted to the Mortgagee herein and pursuant to the Debt Papers and liens and encumbrances permitted under Section 10.9 of the Credit Agreement (the "Permitted Exceptions"); that it has good and lawful right to sell, mortgage and convey the Collateral; and that it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever with the exception of the Permitted Exceptions.

I. COVENANTS AND AGREEMENTS  
OF THE MORTGAGOR

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Further to secure the payment and performance of the Liabilities, the Mortgagor hereby covenants, warrants and agrees with the Mortgagee as follows:

1.1 Payment of Liabilities. The Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, all amounts due under the Credit Agreement and all other Liabilities (including fees and charges). All sums payable by the Mortgagor hereunder shall be paid without demand, counterclaim, offset, deduction or defense. The Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction or defense.

1.2 Payment of Taxes. Except for taxes or other governmental charges being contested in good faith by appropriate proceedings and, in each case, for which the Mortgagor maintains adequate reserves, the Mortgagor will pay or cause to be paid before delinquent all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and will pay before delinquent any tax or other charge on the interest or estate in lands created or represented by this Mortgage or by any of the Debt Papers, whether levied against the Mortgagor or the Mortgagee or otherwise.

1.3 Maintenance and Repair. The Mortgagor will: not abandon the Premises (except upon termination of the Facility Lease at the end of its stated term); not do or suffer anything to be done which would materially depreciate or impair the value of the Collateral, reasonable wear and tear excepted, or the security of this Mortgage; not remove or demolish any of the Improvements; pay before delinquent for all labor and materials for all construction, repairs and improvements to or on the Premises; not make any changes, additions or alterations to the Premises or the Improvements other than changes, additions, and alterations, which increase the value of the Premises except as required by any applicable governmental requirement or as otherwise approved in writing by the Mortgagee; maintain, preserve and keep the Goods and the Improvements in good, safe and insurable condition and repair to the extent necessary to conduct the Mortgagor's business in all material respects and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction, all as promptly as possible under the circumstances but in all cases in compliance



with any time period provided under applicable requirements of governmental authorities and insurance underwriters and all to the extent necessary to conduct the Mortgagor's business in all material respects; not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds and abutting streets and sidewalks in good and neat order and repair to the extent necessary to conduct the Company's business in all material respects.

1.4 Sales; Liens. The Mortgagor will not: sell, lease, assign, transfer or convey, or permit to be transferred or conveyed, the Premises or any part thereof or any interest or estate in any therein (including any conveyance into a trust or any conveyance of the beneficial interest in any trust that may be holding title to the Premises); or create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest, charge, encumbrance or other right or claim of any kind whatsoever upon the Premises or any part thereof, except the Permitted Exceptions.

1.5 Stamp and Other Taxes. If the Federal, or any state, county, local, municipal or other, government or any subdivision of any thereof having jurisdiction, shall levy, assess or charge any tax (excepting therefrom any income tax on the Banks' receipt of interest payments on the principal portion of the Loan Amount), assessment or imposition upon this Mortgage, the Notes, any of the other Liabilities, or any of the other Debt Papers, the interest of the Mortgagee in the Collateral, or any of the foregoing, or upon the Mortgagee by reason of or as holder of any of the foregoing, or shall at any time or times require revenue stamps to be affixed to this Mortgage, the Notes, or any of the other Debt Papers, the Mortgagor shall pay all such taxes and stamps to or for the Mortgagee before they become delinquent. If any law or regulation is enacted or adopted permitting, authorizing or requiring any material tax, assessment or imposition to be levied, assessed or charged, which law or regulation prohibits the Mortgagor from paying the tax, assessment, stamp, or imposition to or for the Mortgagee, then all sums hereby secured shall become immediately due and payable at the option of the Mortgagee.

1.6 Insurance. The Mortgagor will at all times maintain or cause to be maintained on the Goods, the Improvements and on all other Collateral, all insurance required by the Credit Agreement and by the other Debt Papers, and insurance against flood if required by the Federal Flood Disaster Protection Act of 1973 and regulations issued thereunder, and shall deliver to and keep deposited with the Mortgagee original certificates and certified copies of all policies of such insurance and renewals thereof, with premiums prepaid, and with standard non-contributory mortgagee and loss payable clauses satisfactory to the Mortgagee, and clauses providing for not less than 30 days' prior written notice to the Mortgagee of cancellation or material modification of such policies

attached thereto in favor of the Mortgagee and successors and assigns of each. All of the above-mentioned original insurance policies or certified copies of such policies and certificates of such insurance satisfactory to the Mortgagee, together with receipts for the payment of premiums thereon, shall be delivered to and held by the Mortgagee, which delivery shall constitute an assignment to the Mortgagee of a security interest in all return premiums. The liability insurance policies required hereunder shall name the Mortgagee as an additional insured. All renewal and replacement policies shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the expiring policies. Subject to the terms of the immediately succeeding paragraph, the Mortgagor agrees that any loss paid to the Mortgagee under any of such policies shall be applied, at the option of the Mortgagee, toward pre-payment of the Note or any of the other Liabilities, or to the rebuilding or repairing of the damaged or destroyed Improvements or other Collateral, as the Mortgagee in its sole and unreviewable discretion may elect (which election shall not relieve the Grantor of the duty to rebuild or repair).

Notwithstanding the foregoing, the Mortgagee shall consent to the application of any proceeds of said insurance to the restoration of the Collateral so damaged if and only if Mortgagor fulfills all of the following conditions not waived in writing by Mortgagee: (i) that no Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default, has occurred and is continuing under this Mortgage or the Loan Documents; (ii) the Mortgagee is satisfied that the insurance proceeds shall be sufficient to fully restore and rebuild the Collateral free and clear of all liens except the lien of this Mortgage and the Permitted Exceptions, or in the event that such proceeds are in Mortgagee's sole judgment insufficient to restore and rebuild the Collateral, then Mortgagor shall deposit upon demand the shortfall with Mortgagee; (iii) that the excess of said insurance proceeds above the amount necessary to complete such restoration or rebuilding, if any, shall be applied as a reduction in the principal amount of the Note; and (iv) any and all monies which are made available for restoration and rebuilding hereunder shall be disbursed through the title company insuring this Mortgage, or a title insurance and trust company satisfactory to Mortgagee, in accordance with prudent construction lending practice, including, if requested by Mortgagee, monthly lien waivers and title insurance date-downs, or in any other manner proposed by Mortgagor which is approved by Mortgagee.

The Mortgagor hereby empowers the Mortgagee, in its discretion, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by the Mortgagor relating to the Collateral; provided, however, that so long as no Event of Default or event which, with the giving of notice or passage of time, or both, would constitute a Default, has occurred



and remains uncured, Mortgagor shall have the right, subject to Mortgagee's approval for amounts in excess of \$500,000, which approval shall not be unreasonably withheld or delayed, to settle and compromise such claims. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act hereunder. The Mortgagee shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and the Mortgagor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

1.7 Casualty Loss or Eminent Domain. In case the Collateral, or any part or interest in any thereof, is damaged or destroyed or taken by condemnation, prior to a Default, condemnation awards which may be paid in connection with such damage or taking shall be applied, at the option of the Mortgagor, either to pre-payment of the Note or any of the other Liabilities, or to repair and restoration of the Collateral. After a Default, such condemnation awards shall be applied to prepayment of the Liabilities as provided in Section 3.3 hereinbelow.

1.8 No Mechanics' Liens. The Mortgagor will not suffer any mechanic's, laborer's or materialmen's lien to be created or remain outstanding upon the Premises or any part thereof, except as permitted by Section 10.9 of the Credit Agreement. Anything herein contained to the contrary notwithstanding, the Mortgagor shall not be deemed in Default with respect to the provisions of this Section if the Mortgagor provides the Mortgagee with written notice of the Mortgagor's good faith intention to diligently contest such claim or lien (and the Mortgagor does so contest such claim or lien) at the Mortgagor's sole expense and, if requested by the Mortgagee, the Mortgagor furnishes to the Mortgagee either a bond, in form and with sureties reasonably satisfactory to the Mortgagee, or a title insurance policy insuring over such lien. The Mortgagor agrees to promptly deliver to the Mortgagee a copy of any notices that the Mortgagor receives with respect to any pending or threatened lien or the foreclosure thereof.

1.9 The Mortgagee's Performance. If the Mortgagor fails to pay or perform any of its obligations herein contained (including payment of expenses of foreclosure and court costs), the Mortgagee

may (but need not), as agent or attorney-in-fact of the Mortgagor, make any payment or perform (or cause to be performed) any obligation of the Mortgagor hereunder, in any form and manner deemed expedient by the Mortgagee, and any amount so paid or expended (plus reasonable compensation to the Mortgagee for its out-of-pocket and other expenses for each matter for which it acts under this Mortgage), with interest thereon at a rate equal to the sum of the Alternate Reference Rate plus 3% (the "Default Rate") shall be added to the principal debt hereby secured and shall be repaid to the Mortgagee upon demand.

1.10 Subrogation. To the extent that the Mortgagee, on or after the date hereof, pays any sum under any provision of law or any instrument or document creating any lien or other interest prior or superior to the lien of this Mortgage, or the Mortgagor or any other Person pays any such sum with the proceeds of the loan secured hereby, the Mortgagee shall have and be entitled to a lien or other interest on the Collateral equal in priority to the lien or other interest discharged and the Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit the Mortgagee in securing the Liabilities.

1.11 Facility Lease.

(a) Mortgagor will promptly pay, or cause to be paid, all rents, charges and other sums or amounts required to be paid by Mortgagor under the terms of the Facility Lease, and will further timely and fully keep and perform all of the covenants, terms, conditions and provisions of the Facility Lease required to be performed and complied with by the tenant thereunder, and will not do or suffer to be done anything the doing of which, or refrain from doing anything the omission of which, will impair the security of this Indenture.

(b) The Mortgagor will not modify, extend or in any way alter the material terms of the Facility Lease or cancel or surrender the Facility Lease, or waive, excuse, condone or in any way release or discharge the lessor thereunder of or from any material obligations, covenants, conditions and agreements by said lessor to be done and performed, without the Mortgagee's prior written consent not to be unreasonably withheld; and the Mortgagor does by these presents expressly release, relinquish and surrender unto the Mortgagee all its right, power and authority to cancel, surrender, amend, modify or alter in any way the material terms and provisions of the Facility Lease and any attempt on the part of the Mortgagor to exercise any such right without the written authority and consent of the Mortgagee thereto being first had and obtained shall constitute a default under the terms hereof.



(c) The Mortgagor will notify the Mortgagee of any breach by the lessor under the Facility Lease and of any inability of such lessor to perform its obligations under the Facility Lease.

(d) The Mortgagor shall give the Mortgagee immediate notice of any material default by Mortgagor under the Facility Lease or of the receipt by it of any notice of default from the lessor thereunder and shall furnish to the Mortgagee immediately any and all information which the Mortgagee may reasonably request concerning the performance by the Mortgagor of the covenants of the Facility Lease or of this Mortgage and shall permit forthwith the Mortgagee or its representatives at all reasonable times to make investigation or examination concerning the performance by the Mortgagor of the covenants of the Facility Lease or of this Mortgage.

(e) The Mortgagor will promptly deposit with the Mortgagee a copy of the Facility Lease certified as true, correct and complete by a duly elected and authorized officer of Mortgagor and any and all documentary evidence received by it showing compliance by the Mortgagor with the provisions of the Facility Lease and will also deposit with the Mortgagee an exact copy of any notice, communication, plan, specification or other instrument or document received or given by it in any way relating to or affecting the Facility Lease which may concern or affect the estate of the lessor or the lessee in or under the Facility Lease or in the real estate thereby demised.

1.12 Indemnity Regarding Environmental Matters. The Mortgagor agrees to reimburse the Mortgagee, each Bank and each of the officers, directors, employees and agents of the Agent and each Bank (collectively the "Bank Parties" and individually each a "Bank Party") against any and all losses, claims, damages, penalties, judgments, liabilities and expenses (including reasonable attorneys' and consultant's fees) which any Bank Party may pay, incur or become subject to arising out of or relating to the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any Hazardous Material at any real property owned or leased by the Mortgagor or used by the Mortgagor or any Subsidiary in its business or operations, except to the extent caused by the acts or omissions of such Bank Party. All obligations provided for in this Section 1.12 shall survive repayment of the Loans, cancellation of the Notes and any termination of this Agreement. "Environmental Laws" means all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations and guidelines (including consent decrees and administrative orders) relating to public health and safety and protection of the environment. "Hazardous Material" means (a) any "hazardous substance", as defined by CERCLA; (b) any "hazardous waste", as defined by the Resource Conservation and Recovery Act, as amended; (c) any crude oil, petroleum product or fraction

thereof (excluding gasoline and oil in motor vehicles, small amounts of cleaners and similar items used in the ordinary course of business); or (d) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material or substance within the meaning of any Environmental Law.

## II. DEFAULT

Each of the following shall constitute a default ("Default") hereunder:

2.1 Credit Agreement. The occurrence of an Event of Default under the terms and provisions of the Credit Agreement; or

2.2 Provisions of this Mortgage. Noncompliance by the Mortgagor with, or failure by the Mortgagor to perform, any agreement contained herein (other than any noncompliance or failure which constitutes a Default under Section 2.1) and continuance of such noncompliance or failure for ten (10) days after notice thereof with respect to the payment of any amounts required to be paid under this Mortgage or for thirty (30) days after notice thereof to the Mortgagor from the Mortgagee with respect to all other Defaults under this Mortgage.

## III. REMEDIES

3.1 Acceleration. Upon the occurrence of any Default, the entire indebtedness evidenced by the Note, the Credit Agreement and all other Liabilities together with interest thereon at the default rate specified in the Credit Agreement shall, subject to the terms of the Note, at the option of the Mortgagee, become immediately due and payable.

3.2 Remedies Cumulative. No remedy or right of the Mortgagee hereunder or under the Note, the Credit Agreement or any of the Debt Papers, or otherwise, or available under applicable law or in equity, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law or in equity. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Default shall impair any such remedy or right or be construed to be a waiver of any such Default or an acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by the Mortgagee. All obligations of the Mortgagor, and all rights, powers and remedies of the Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in equity or in the Notes or any other Debt Papers or any other



written agreement or instrument relating to any of the Liabilities or any security therefor.

3.3 Power of Sale, Foreclosure; Receiver, Etc. During the continuance of any Default, or at any time thereafter, this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law of the jurisdiction in which the Premises is located in case of past due mortgages, and the Mortgagee shall be authorized, at its option, whether or not possession of the Premises is taken by the Mortgagee, to sell the Premises (or such part or parts thereof as the Mortgagee may from time to time elect to sell) under this power of sale, at public outcry, to the highest bidder for cash, at any door of the courthouse of the county in which the Real Estate to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Collateral to be sold, by publication in some newspaper published in the county or counties in which the Real Estate to be sold is located. If there is Real Estate to be sold under this Mortgage in more than one county, publication shall be made in all counties where the Real Estate to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. This sale shall be held between the hours of 11:00 A.M. and 4:00 P.M. on the day designated for the exercise of the power of sale hereunder. The Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Collateral, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Collateral, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving to the extent permitted by law the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elects to sell the Collateral in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Collateral not previously sold shall have been sold or all the Liabilities shall have been paid in full. Upon the occurrence of any Default which is continuing or at any time thereafter, the Mortgagee in lieu of or in addition to exercising the power of sale hereinbefore given, may proceed by suit to foreclose this Mortgage, to sue the Mortgagor for damages on account of or arising out of said continuing Default or breach, or for specific performance of any provision contained herein, or to enforce any other appropriate legal or equitable right or remedy. The Mortgagee shall be

entitled, as a matter of right, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, to the appointment by any competent court or tribunal, without notice to the Mortgagor or any other party, of a receiver of the rents, issues and profits of the Collateral, with power to lease and control the Collateral and with such other powers as may be deemed necessary. The Mortgagor hereby authorizes and empowers the Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of the Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Collateral sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto. All payments received by the Mortgagee as proceeds of the Collateral, or any part thereof, as well as any and all amounts realized by the Mortgagee in connection with the enforcement of any right or remedy under or with respect to this Mortgage, shall be applied by the Mortgagee as follows: (i) to the payment of all necessary expenses incident to the execution of any remedies under this Mortgage, including reasonable attorneys' fees as provided herein and in the Debt Papers, appraisal fees, title search fees and foreclosure notice costs, (ii) to the payment of any of the Liabilities that are then due and payable (including principal, accrued interest and all other sums secured hereby) and to the payment of attorneys' fees as provided herein and in the Debt Papers, all in such order as the Mortgagee may elect in its sole discretion, (iii) to a cash collateral reserve fund to be held by the Mortgagee in an amount equal to, and as security for, any of the Liabilities that are not then due and payable, and (iv) the remainder, if any, shall be paid to the Mortgagee or such other persons as may be entitled thereto by law, after deducting therefrom the cost of ascertaining their identity. Upon the occurrence of any Default which is continuing or at any time thereafter, the Mortgagee shall have the option to proceed with foreclosure, either through the courts or by power of sale foreclosure as provided for in this Mortgage, but without declaring the whole Liabilities due. Any such sale may be made subject to the unmatured part of the Liabilities secured by this Mortgage, and such sale, if so made, shall not in any manner affect the unmatured part of the Liabilities secured by this Mortgage, but as to such unmatured part of the Liabilities this Mortgage shall remain in full force and effect as though no sale had been made under the provisions hereof. Several sales may be made under the provisions hereof without exhausting the right of sale for any remaining part of the Liabilities whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Collateral for any matured part of the Liabilities without exhausting any power of foreclosure and the power to sell the Collateral for any other part of the Liabilities, whether matured at the time or subsequently maturing. In the event any excess sales proceeds remain after payment of costs of enforcement and the matured Liabilities such excess shall be applied to payment of the unmatured Liabilities.



3.4 Remedies for Leases and Rents. If any Default shall occur which is continuing, then, whether before or after institution of proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, the Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude the Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of copies of all of the documents, books, records, papers and accounts of the Mortgagor relating thereto, (provided Mortgager will be supplied with copies of such documents, books and records if Mortgager so requests); (iii) as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forceable detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to the Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as the Mortgagee in its discretion may deem proper, the Mortgagor hereby granting the Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Default which is continuing without notice to the Mortgagor or any other Person. The Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals,

replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of the Mortgagee, make it readily rentable; and (c) to the payment of any Liabilities. The entering upon and taking possession of the Premises, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any Default theretofore or thereafter occurring or affect any notice or Default hereunder or invalidate any act done pursuant to any such Default or notice, and, notwithstanding continuance in possession of the Premises or any part thereof by the Mortgagee or a receiver and the collection, receipt and application of the Rents, the Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence of a Default which is continuing. Any of the actions referred to in this Section 3.4 may be taken by the Mortgagee without regard to the adequacy of the security for the indebtedness hereby secured.

3.5 Personal Property. If any Default shall occur, the Mortgagee may exercise from time to time any rights and remedies available to it under applicable law upon default in payment of indebtedness. Without limiting the foregoing, the Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it under applicable law. The Mortgagor hereby expressly waives, to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by the Mortgagee of any of its rights and remedies hereunder. The Mortgagor hereby constitutes the Mortgagee its attorney-in-fact with full power of substitution to take possession of the Collateral upon any Default and, as the Mortgagee in its sole discretion deems necessary or proper, to execute and deliver all instruments required by the Mortgagee to accomplish the disposition of the Collateral; this power of attorney is a power coupled with an interest and is irrevocable while any of the Liabilities are outstanding.

3.6 No Liability on Mortgagee. Notwithstanding anything contained herein, the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor, whether hereunder or otherwise. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee, stranger or other Person. No liability shall be enforced or asserted against the Mortgagee in its exercise of the powers granted to it under this Mortgage, and the Mortgagor expressly waives and releases any such



liability. Should the Mortgagee incur any such liability, loss or damage under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

#### IV. G E N E R A L

4.1 Permitted Acts. The Mortgagor agrees that, without affecting or diminishing in any way the liability of the Mortgagor or any other Person, except any Person expressly released in writing by the Mortgagee (with the consent of any pledgee of the Liabilities), for the payment or performance of any of the Liabilities or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, the Mortgagee may at any time and from time to time, without notice to or the consent of any Person, (i) release any Person liable for the payment or performance of the Note or any of the other Liabilities or any guaranty given in connection therewith; extend the time for, or agree to alter the terms of payment of, any indebtedness under the Notes or any of the other Liabilities or any guaranty given in connection therewith; modify or waive any obligation; (ii) subordinate, modify or otherwise deal with the lien hereof; (iii) accept additional security of any kind for repayment of the Note or the other Liabilities or any guaranty given in connection therewith; release any Collateral or other property securing any or all of the Notes or the other Liabilities or any guaranty given in connection therewith; (iv) make releases of any portion of the Premises; consent to the making of any map or plat of the Premises or the creation of any easements on the Premises or of any covenants restricting the use or occupancy thereof; or (v) exercise or refrain from exercising, or waive, any right the Mortgagee may have.

4.2 Legal Expenses. The Mortgagor agrees to indemnify the Mortgagee from all loss, damage and expense, including (without limitation) attorneys' fees, incurred in connection with any suit or proceeding in or to which the Mortgagee may be made or become a party for the purpose of protecting the lien or priority of this Mortgage excluding, however, loss, damage, and expense caused by the gross negligence or willful misconduct of the Mortgagee.

4.3 Security Agreement; Fixture Filing. This Mortgage, to the extent that it conveys or otherwise deals with personal property or with items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Premises are located, and this Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the County in which the Premises are located with respect to any and all fixtures included within the term "Collateral" as used

herein and with respect to any Goods or other personal property that may now be or hereafter become such fixtures. For purposes of the foregoing, the Mortgagor is the debtor (with its address as set forth below), the Mortgagee is the secured party (with its address as set forth below). If any item of Collateral hereunder also constitutes collateral granted to the Mortgagee under any other mortgage, agreement, document, or instrument, in the event of any conflict between the provisions of this Mortgage and the provisions of such other mortgage, agreement, document, or instrument relating to the Collateral, the provision or provisions selected by the Mortgagee shall control with respect to the Collateral.

4.4 Defeasance. Upon full payment of all indebtedness secured hereby and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, and when the Mortgagee has no further obligation to make any advance, or extend any credit hereunder, under the Note or any Debt Papers, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of reconveyance or release shall promptly be made by the Mortgagee to the Mortgagor, at the expense of the Mortgagor.

4.5 Notices. Except as otherwise provided under applicable law, all notices, demands and other communications hereunder to either party shall be given in accordance with the provisions of Section 14.3 of the Credit Agreement.

4.6 Successors; The Mortgagor; Gender. All provisions hereof shall bind the Mortgagor and the Mortgagee and their respective successors, vendees and assigns and shall inure to the benefit of the Mortgagee, its successors and assigns, and the Mortgagor and its permitted successors and assigns. Except with the written consent of the Mortgagee the Mortgagor shall not have any right to assign any of its rights hereunder. Except as limited by the preceding sentence, the word "Mortgagor" shall include all Persons claiming under or through the Mortgagor and all Persons liable for the payment or performance by the Mortgagor of any of the Liabilities whether or not such Persons shall have executed the Note or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.7 Care by the Mortgagee. The Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral assigned by the Mortgagor to the Mortgagee or in the Mortgagee's possession if it takes such action for that purpose as the Mortgagor requests in writing, but failure of the Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act



with respect to the preservation of such Collateral not so requested by the Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

4.8 No Waiver; Writing. No delay on the part of the Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The granting or withholding of consent by Mortgagee to any transaction as required by the terms hereof shall not be deemed a waiver of the right to require consent to future or successive transactions.

4.9 Governing Law. This Mortgage shall be a contract made under and governed by the internal laws of the State where the Premises are located.

4.10 Waiver. The Mortgagor, on behalf of itself and all Persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisement, marshalling, homestead, moratorium, valuation, exemption, stay, extension, and redemption statutes, laws or equities now or hereafter existing, and hereby further waives the pleading of any statute of limitations as a defense to any and all Liabilities secured by this Mortgage, and the Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of this Collateral. Without limiting the generality of the preceding sentence, the Mortgagor, on its own behalf and on behalf of each and every Person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, to the fullest extent permitted by applicable law, hereby irrevocably waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. The Mortgagor, for itself and for all Persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Collateral shall be sold in the event of any sale or sales pursuant hereto and to have any of the Collateral and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshalled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness.

4.11 JURY TRIAL. THE MORTGAGOR AND THE MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE OR ANY DEBT PAPERS TO WHICH IT IS A PARTY, OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE

FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREwith OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE OR ANY RELATED DOCUMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

4.12 No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should the Mortgagee acquire an additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

4.13 Time of Essence. Time is declared to be of the essence in this Mortgage, the Notes and the Debt Papers and of every part hereof and thereof.

4.14 Future Advances. This Mortgage is granted to secure future advances and loans from the Mortgagee to or for the benefit of the Company, the Mortgagor or any Subsidiary (or the successors and assigns of any of them) or the Premises as provided in the Credit Agreement regardless of whether, at the time or times of such advances, the Mortgagor is then the owner of the Collateral or any interest in any thereof, and costs and expenses of enforcing the Mortgagor's obligations under this Mortgage, the Debt Papers and the Credit Agreement. All advances, disbursements or other payments required by the Credit Agreement shall, to the fullest extent permitted by law, have priority over any and all mechanics' liens and other liens and encumbrances arising after this Mortgage is recorded.



IN WITNESS WHEREOF, the undersigned have executed and delivered this Mortgage on the day and year first above written.

SOUTHERN READY MIX, INC.

By: 

Name: Michael J. Stone

Title: Vice President

Address of Mortgagor/Debtor:

4200 Colonnade Parkway, Suite 100  
Birmingham, Alabama 35243

CONTINENTAL BANK, as Agent

By: John Orecchio

Name: John Orecchio

Title: Vice President

Address of Mortgagee/Secured Party:

Continental Bank  
231 South LaSalle Street  
Chicago, Illinois 60697

THIS INSTRUMENT WAS PREPARED BY  
AND UPON RECORDING RETURN TO:

Mayer, Brown & Platt  
190 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Rex A. Palmer, Esq.



STATE OF ILLINOIS

)  
) SS.  
)

COUNTY OF COOK

I, Cathy Owens, a Notary Public, do hereby certify that Michael J. Stone, personally known to me to be a vice president of SOUTHERN READY MIX, INC., an Alabama corporation, and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that, being informed of the contents of the document, as such vice president he signed and delivered the said document as vice president of said corporation pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12<sup>th</sup> day of July, 1994.

Cathy Owens  
Notary Public

Type or  
Print Name: Cathy Owens

My commission expires:

2-24-95



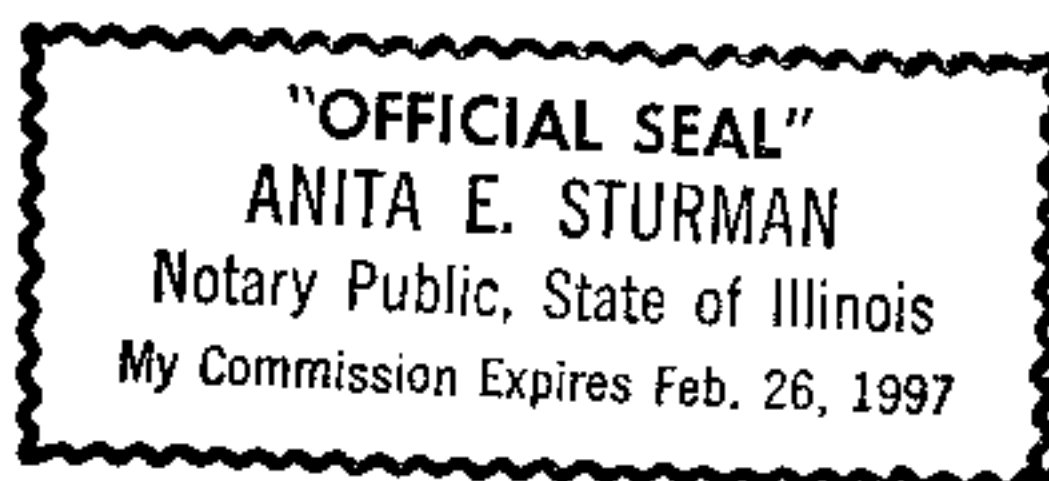
STATE OF ILLINOIS

COUNTY OF COOK

)  
) SS.  
)

I, Anita E. Sturman, a Notary Public, do hereby certify that John Oreachio, personally known to me to be a vice president of CONTINENTAL BANK, an Illinois banking corporation, and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and acknowledged that as such vice president he/she signed and delivered the said document as vice president of said corporation, pursuant to authority given by the Board of Directors of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 13th day of July, 1994.



Anita E. Sturman  
Notary Public

Type or  
Print Name: ANITA E. STURMAN

My commission expires:

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EXHIBIT A

Location 1 - Plant 1  
Irondale, AL

A part of the South Half of Southwest Quarter of Section 5, Township 17 South, Range 1 West, more particularly described as follows, to-wit:

Commence at the Southeast corner of the Southeast Quarter of Southwest Quarter of said Section 5; thence running Westerly along the South boundary line of said Southeast Quarter of Southwest Quarter 1337.5 feet to Southwest corner of same; thence turning an angle of 89 degrees 40 minutes 15 seconds to the right and running Northerly along the West boundary line of said Southeast Quarter of Southwest Quarter 667.4 feet to a point on the Southeast right of way line of Ruffner Road, the point of beginning of the property herein described; thence turn an angle of 125 degrees 33 minutes 30 seconds to the left and running in a Southwesterly direction along the Southeast right of way line of Ruffner Road 324.77 feet; thence turning an angle of 90 degrees to the left and running in a Southeasterly direction 478.32 feet to the Northwest right of way line of the Alabama Great Southern Railroad; thence running Northeasterly along said railroad right of way line 1,531 feet to Jim Tune Branch; thence running Northerly along said branch 83 feet, more or less, to the North boundary line of said Southeast 1/4 of Southwest 1/4; thence running Westerly along said North boundary line seven feet, more or less, to the Southeast right of way line of Ruffner Road; thence running Southwesterly along said Southeast right of way line 1,181 feet to the point of beginning.

Less and except from the above that part conveyed by Southern Ready Mix, Inc., to J.L. Dowda et al as Trustee for AFL-CIO International Association of Head & Frost Insulators & Asbestos Workers Local No. #78 by deed recorded in Real Volume 4158, Page 433.

Situated in Jefferson County, Alabama.

**PARCEL A**

Part of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 19 South, Range 3 West, more particularly described as follows:

Commence at the Northeast corner of said 1/4-1/4 Section; thence in a Southerly direction along the Easterly line of said 1/4-1/4 Section, a distance of 605.42 feet; thence 122 degrees 58 minutes right, in a Northwesterly direction, a distance of 198.84 feet; thence 86 degrees 20 minutes left in a Southwesterly direction a distance of 98.48 feet to the point of beginning; thence 23 degrees 53 minutes 42 seconds right, in a Southwesterly direction, a distance of 144.04 feet; thence 63 degrees 56 minutes 34 seconds right, in a Northwesterly direction a distance of 122.93 feet; thence 90 degrees right, in a Northeasterly direction a distance of 129.40 feet; thence 90 degrees right, in a Southeasterly direction, a distance of 186.20 feet to the point of beginning.

**PARCEL B**

Part of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 19 South, Range 3 West, more particularly described as follows:

Commence at the Northeast corner of said 1/4-1/4 Section; thence in a Southerly direction along the Easterly line of said 1/4-1/4 Section, a distance of 605.42 feet; thence 122 degrees 58 minutes right, in a Northwesterly direction, a distance of 153.84 feet to the point of beginning; thence continue along last described course, a distance of 45.00 feet; thence 86 degrees 20 minutes left, in a Southwesterly direction a distance of 98.48 feet; thence 156 degrees 06 minutes 18 seconds left, in a Northeasterly direction, a distance of 110.85 feet to the point of beginning.

**PARCEL C**

Part of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 19 South, Range 3 West, more particularly described as follows:

Commencing at the Northeast corner of said Northeast 1/4 of Southeast 1/4, and run thence South along the East line thereof 488.75 feet to the point of beginning; thence an angle to the right of 138 degrees and run Northwesterly 131.5 feet; thence an angle to the left of 101 degrees 20 minutes and run Southwesterly 132.2 feet; thence an angle to the left of 93 degrees 40 minutes and run Southeasterly 198.98 feet to the East line of said Northeast 1/4 of Southeast 1/4; thence North along said East line 116.90 feet to the point of beginning. Minerals and mining rights excepted.

Situated in Jefferson County, Alabama.



EXHIBIT A

Location 3 - Plant 4  
Birmingham, AL

Lot 5-A, according to a Resurvey, as recorded in Map Book 78, Page 27, in the Office of the Judge of Probate of Jefferson County, Alabama, of Lots 4 and 5, and a part of Lot 6, in Block 585, City of Birmingham.

FILE ALL PAPERS IN THE BIRMINGHAM DIVISION.

EXHIBIT A

The legal description under Schedule A, Item 4, is amended to read as follows:

A part of the NE 1/4 of the NE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West; thence South along the East line of said 1/4-1/4 Section a distance of 1120.32 feet to a point on the Northerly right of way line of U.S. Highway 280; thence 69 degrees 31 minutes 12 seconds to the right in a Southwesterly direction along said right of way line a distance of 60.88 feet to a point; thence 110 degrees 19 minutes 35 seconds to the right in a Northerly direction a distance of 374.74 feet to a point; thence 89 degrees 59 minutes 28 seconds to the left in a Westerly direction a distance of 204.93 feet to a point; thence 89 degrees 30 minutes 56 seconds to the right in a Northerly direction a distance of 763.03 feet to a point; thence 90 degrees 26 minutes to the right in an Easterly direction a distance of 105.65 feet to a point; thence 89 degrees 50 minutes 31 seconds to the left in a Northerly direction a distance of 3.97 feet to a point on the North line of the NE 1/4 of the SE 1/4 of said Section 31; thence 90 degrees 00 minutes to the right in an Easterly direction along the North line of said 1/4-1/4 Section a distance of 165.68 feet to the point of beginning.  
Situated in Shelby County, Alabama.



EXHIBIT A

Location 6 - Plant 7  
Bessemer, AL

Lots 9, 10, 11, 12, 13, 14, 15, and 16, in Block 344, according to the Survey of the City of Bessemer, as recorded in Map Book 2, Pages 14 and 15, in the Office of the Judge of Probate of Jefferson County, Alabama.  
Situated in Shelby County, Alabama.

RECORD ALL PAPERS IN BESSEMER DIVISION.

EXHIBIT A

Location 8 - Plant 11  
Gulf Shores, AL

The West Half of Lot 1; the West Half of Lot 24; All of Lots 2, 3, 4, 21, 22, and 23; the East Half of Lot 5, and the East Half of Lot 20, all in Block 2,, West Canal Pines Unit of Gulf Shores, Alabama, as shown on a map recorded in Map Book 4, Page 126, of the records in the Office of the Judge of Probate of Baldwin County, Alabama.



EXHIBIT A

That real property situate in the County of Mobile, State of Alabama, described as follows, to-wit:

Commencing at the intersection of the centerline of the pavements of Sperry Road and Rester Road; thence run South 77 degrees 19 minutes East along the centerline of the pavement of Rester Road a distance of 657.87 feet; thence South 12 degrees 02 minutes West 22.50 feet to a 1 inch iron pipe marking the Northwest corner of Lot 394 Carol Plantation, Second Unit as recorded in Map Book 4, page 272 of the Records of Probate Court, Mobile County, Alabama, thence South 77 degrees 17 minutes East, along the North line of said Lot 394, a distance of 120 feet to the point of beginning; thence South 77 degrees 17 minutes East, along the North line of Lots 394, 395 and 396 a distance of 289.43 feet to a pinched pin; thence South 2 degrees 00 minutes West 600 feet; thence North 77 degrees 17 minutes West, 409.43 feet, thence North 2 degrees 00 minutes East along the Westerly lines of Lots 387 and 394 a distance of 400 feet; thence South 77 degrees 17 minutes East 120 feet; thence North 2 degrees 00 minutes East 200 feet to the point of beginning and containing 5.00 acres, more or less. Being all of Lot 395 and portions of Lots 394, 396, 385, 386 and 387 of said Carol Plantation, Second Unit.

EXHIBIT A

That tract or lot of land lying in the City of Florence, County of Lauderdale, State of Alabama, known and described as follows, to-wit:

TRACT 1:

Lots 8 and 9 in Block 547, according to the plat of said Block made by Charles Boeckh, C.E., and as modified by M.A. Kirby, C.E., for the Florence Land Mining and Manufacturing Company, and recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 1, Page 54.

TRACT 2:

Part of Block 559, according to the plat of said Block made by Charles Boeckh, C.E., and as modified by M.A. Kirby, C.E., for the Florence Land Mining and Manufacturing Company, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 1, Page 54, more particularly described as follows: Commence at an iron pin at the Southeast corner of the intersection of Ironside Street and Vulcan Avenue; thence East along the Southwardly line of Vulcan Avenue 312 feet to an iron pin on the Westwardly line of Industry Street; thence along the West line of Industry Street South 1 degrees 18 minutes 32 seconds East 84.67 feet to TVA Monument Number 2-6; thence North 78 degrees 27 minutes West 319.82 feet to TVA Monument Number 2-5 on the Eastwardly line of the aforesaid Ironside Street; thence along said Eastwardly line North 1 degree 37 minutes 51 seconds West 20.62 feet to the point of beginning.

TRACT 3:

That part of Original Lot 395 of the Cypress Land Company's map and survey of the City of Florence, according to the plat thereof recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 2, Page 155, lying East of Sweetwater Creek, South of Union Avenue (or Bluff Street), West of Aetna Street, and North of the Tennessee River, and being parts of Blocks 544 and 545 according to the map and survey of the City of Florence, made by Charles Boeckh, C.E., for the Florence Land Mining and Manufacturing Company (which plat has never been filed for record), and being more particularly described as follows:

Commence at an iron pin on the East bank of Sweetwater Creek where said bank intersects the Southwardly right of way line of Union Avenue; thence in a Southwestwardly direction and along the meandering of the East bank of Sweetwater Creek 1386 feet, more or less, to a point where said East bank bends Westwardly; thence South 45 degrees 48 minutes 59 seconds West 64.70 feet, more or less, to a reference iron pin on Northwardly bank of the Old Steamboat Canal; thence South 60 feet, more or less, to the low water line of the Tennessee River; thence Eastwardly and along said low water line 510 feet, more or less; thence North 35 feet, more or less, to a reference iron pin on the Northwardly bank of said canal, said point being the NW corner of the TVA property (Tract Number WDNC-250); thence North 76 degrees 03 minutes 28 seconds East 113 feet to TVA Monument Number 2-16; thence South 74 degrees 50 minutes 31 seconds East 148.45 feet to TVA Monument Number 2-15; thence North 87 degrees 19 minutes 04 seconds East 344.12 feet to TVA Monument Number 2-14; thence South 83 degrees 55 minutes 42 seconds East 254.44 feet to TVA Monument Number 2-13, said point lying on the Westwardly right of way line of Aetna Street; thence along the Westwardly line of said Aetna Street, North 0 degrees 03 minutes 08 seconds East 783.78 feet to an iron pin; thence West 200 feet to an iron pin; thence North 355.25 feet to an iron pin on the Southwestwardly right of way of the aforementioned Union Avenue; thence along said right of way line North 75 degrees 39 minutes 25 seconds West 540.62 feet to the point of beginning.



EXHIBIT A

The following described real property situated in the City of Sheffield, Colbert County, Alabama, to-wit:

TRACT ONE

A lot or parcel of land in the City of Sheffield, Colbert County, Alabama, known and designated according to the map of said City made by J. J. Treveres, C.E., and recorded in the Office of the Probate Judge of Colbert County, Alabama, consisting of block numbered 301, a part of block numbered 329 and the vacated portion of 13th Avenue lying between said block numbered 301 and the said block numbered 329, and the alley running through block numbered 301 from 12th Avenue to 13th Avenue in said City, the said tract or parcel being more particularly described as follows: Begin at the Southernmost corner of said block numbered 301; thence Northwest along the Northeast line of 21st Street a distance of 460 feet to the Southernmost corner of block numbered 329; thence Northeast at right angles 217 feet to a point; thence Northwest at right angles 258.04 feet to a point on the North line of said block numbered 329; thence East along the North line of block numbered 329 a distance of 258.58 feet to the point where the said North line of block 329 intersects the Southwest line of 22nd Street; thence Southeast along the Southwest line of 22nd Street a distance of 535.36 feet to the Easternmost corner of block numbered 301; thence Southwest along the Southeasterly line of block numbered 301 a distance of 400 feet to the point of beginning.

The above described property is subject to a right-of-way twenty-five (25) feet in width, that is 12 1/2 feet in width on either side of the center line, over and upon the portion of said block numbered 329 in the City of Sheffield for an industrial spur track of the Southern Railway Company which starts at the main track of the said Railway Company running between Sheffield and Parrish, Alabama, at a point thereon 868 feet East of Mile Post "0" and extending thence in a Southeasterly direction for a distance of 350 feet, more or less, of which 186 feet, more or less, is located in and upon First Street and 164 feet, more or less, upon said block 329, the said Railway right-of-way traversing the extreme Northwest corner of said block numbered 329 a distance of 164 feet, more or less.

TRACT TWO

The SW 1/4 of Block Numbered 275, known and designated according to the map and survey of the City of Sheffield, prepared by J. J. Treveres, C.E., and recorded in the office of the Judge of Probate of Colbert County, Alabama, in Map Book 1, page 112, and

## EXHIBIT A

being more fully described as follows: Beginning at the westernmost corner of said Block 275 where 12th Avenue intersects 21st Street; thence northeastwardly along the SE line of 12th Avenue for a distance of 192 feet to a point on the westerly side of an alley running northwesterly and southeasterly through Block 275; thence southeasterly at right angles along the westwardly side of said alley, a distance of 200 feet to a point; thence southwesterly at right angles and parallel to the SE line of 12th Avenue, 192 feet to a point on the NE right of way line of 21st Street, thence run northwesterly along said NE right of way of 21st Street for 200 feet to the point of beginning.

### TRACT THREE

The following described land in the City of Sheffield, Colbert County, Alabama, known and designated according to the map and survey of said City of Sheffield, made by J. J. Treveres, C.E., and filed for record in the Probate Office of Colbert County, Alabama, to-wit:

The Northwest Quarter of Block 275, in said City of Sheffield, Alabama, more particularly described as follows: For the Point of beginning, begin at the northernmost corner of Block 275 where 12th Avenue intersects 22nd Street; thence southwestwardly along the southeast line of 12th Avenue for a distance of 192 feet to a point on the easterly side of an alley running northwestwardly and southeastwardly through said Block 275; thence southeastwardly at a right angle along the easterly side of said alley a distance of 200 feet to a point; thence northeastwardly at a right angle and parallel to the southeast line of said 12th Avenue a distance of 192 feet to a point of the southwest right-of-way of 22nd Street; thence northwestwardly along said southwesterly right-of-way of 22nd Street a distance of 200 feet to the point of beginning.

Location 13  
Block & Office  
Anniston, AL

EXHIBIT A

3 acres in the northeast one-quarter of Section 28, Township 16 South, Range 8 East, described as beginning at a point on the West line of the right-of-way of Alabama Power Company, said point being South 76 degrees and 09 minutes East, 4,054 feet from the Northwest corner of said Section 28; thence South 26 degrees and 30 minutes East along the West line of said Alabama Power Company right-of-way, 239.3 feet; thence North 83 degrees and 54 minutes East, 582.7 feet; thence North 26 degrees and 30 minutes West 239.3 feet; thence South 83 degrees and 54 minutes West, 582.7 feet to the point of beginning, containing 3 acres in the NE 1/4 of Section 28, Township 16 South, Range 8 East, Calhoun County Alabama.  
Less and except that portion conveyed by deed recorded in Volume 1781, page 349.



Location 14  
Plant (Dormant)  
Jacksonville, AL

EXHIBIT A

Parcel of Land in Jacksonville, Calhoun County, Alabama, described as beginning at the northwest corner of the Alabama Power Company lot on the south line of West Francis Avenue (also known as Griffin Street, said northwest corner being 100 feet west of the westerly right-of-way of the Southern Railway, said northwest corner also being South 54 degrees and 50 minutes East 1149 feet from the northwest corner of Section 14, Township 14 South, Range 8 East; thence South 18 degrees and 58 minutes West parallel to the center line of the Southern Railway, 150 feet; thence North 87 degrees and 37 minutes East 100 feet to the southeast corner of the Alabama Power Company lot; thence South 18 degrees and 58 minutes West along the westerly right-of-way of the Southern Railway 366.5 feet, more or less, to the center of creek; thence North 62 degrees West 76 feet, more or less, to the southeast corner of the property of the City of Jacksonville, Alabama; thence North 0 degrees and 17 minutes East along the east line of the property of the City of Jacksonville, 442 feet, more or less to the south line of West Francis Avenue; thence North 87 degrees and 37 minutes East along said south line, 128 feet, more or less, to the point of beginning.

Lying in the NW 1/4 of the NW 1/4 of Section 14, Township 14 South, Range 8 East, bounded east by the Southern Railway and Alabama Power Company, south by creek and Jack Boozer, West by the City of Jacksonville, North by West Francis Avenue.

EXHIBIT A

A certain parcel of land in the NW 1/4 of Section 32, Township 15 South, Range 8 East, in the City of Anniston, Calhoun County, Alabama being more particularly described as follows:

Beginning at the NE intersection of East 30th Street and Old Wilmer Avenue; thence South 10 degrees 45 minutes 05 seconds West, 34.71 feet to a point on the East ROW line of said Old Wilmer Avenue; thence continue Southeasterly along said East ROW line as follows: South 05 degrees 55 minutes 24 seconds West 178.71 feet; South 15 degrees 41 seconds West 333.02 feet to the North ROW line of East 30th Street; thence Easterly along said North ROW line of East 30th Street as follows: South 55 degrees 27 minutes East 189.0 feet; South 50 degrees 53 minutes East 84.55 feet; North 50 degrees 14 minutes East 93.27 feet; North 52 degrees 30 minutes East 98.56 feet; South 89 degrees 56 minutes East 56.96 feet to the West ROW line of Quintard Avenue; thence North 1 degree 24 minutes 58 seconds East along said ROW line of Quintard Avenue 43.31 feet; thence North 58 degrees 04 minutes 58 seconds East 183.56 feet to the North ROW line of an alley; thence South 88 degrees 35 minutes 02 seconds East along said North ROW line of alley 195.0 feet to the West ROW line of Patton Road; thence North 1 degree 24 minutes 59 seconds along the West ROW line of said Patton Road 5.0 feet to the intersection of said West ROW with the North line of an alley extended; thence South 88 degrees 35 minutes 02 seconds East along said North ROW line of alley extended 140.0 feet; thence North 00 degrees 19 minutes 53 seconds East 657.72 feet; thence North 89 degrees 19 minutes 53 seconds West 100.0 feet; thence North 00 degrees 19 minutes 53 seconds East 250.0 feet; thence South 80 degrees 26 minutes 25 seconds West 661.92 feet; thence due South 200.0 feet; thence South 19 degrees 33 minutes 27 seconds West 171.92 feet to the point of beginning.

ALSO: A 25 foot easement, to be used jointly with others, for ingress and egress, the south line of which easement is more particularly described as follows: Beginning at a point on the West ROW line of McClellan Boulevard, said point being the NE corner of Lot 1, Block 614, according to the map of Anniston Land Company and John B. Lagarde's Holding in the North one-half of the northwest 1/4 of Section 32, Township 15, Range 8, as recorded in Plat Book D, at Page 1 in the Office of the Probate Judge of Calhoun County, Alabama; thence Westerly along the North line of said Lot 1, Block 614, if extended, 600.0 feet, more or less, to the East line of the before-described parcel.

ALSO: a 30 foot easement, to be used jointly with others, for ingress and egress, the West line of which easement is more particularly described as follows: Beginning at the intersection of the West line of the NE 1/4 of the NW 1/4, Section 32, Township 15, Range 8, with the South ROW line of Blue Mountain Road, as recorded in Plat Book J, at Page 23 in the Probate Office of Calhoun County, Alabama; thence Southeasterly along said South ROW line of Blue Mountain Road 345.0 feet to the true point of beginning of the hereafter-described West line of 30 foot easement; thence Southerly with an interior angle of 92 degrees 55 minutes 642.0 feet., more or less, to the intersection of said West line of 30 foot easement with the North line of the previously-described 25 foot easement.

A temporary easement, to be used jointly with others, for ingress and egress leading from the gate in the fence at the batching plant of John B. Lagarde, Inc. and easterly to Quintard Avenue at a point at or near the north line of Lot 1, Block 614, according to the Map of Anniston Land Company and John B. Lagarde Holdings recorded in Plat Book D, Page 1, in the Office of the Probate Judge of Calhoun County, Alabama, situated in the City of Anniston, Calhoun County, Alabama.

Beginning at the Southwest corner of the NE 1/4 of the NW 1/4 of Section 32, Township 15 South, Range 8 East; thence Northerly along the West line of said quarter 283.47 feet to the true point of beginning of the hereafter described parcel; thence continue Northerly along said West line 266.53 feet; thence Southwesterly with an interior angle of 79 degrees 12 minutes 29 seconds to the right 661.92 feet; thence Southerly with an interior angle of 103 degrees 13 minutes 30 seconds to the right 200 feet; thence Southwesterly with an interior angle of 164 degrees 00 minutes 11 seconds 171.91 feet to the North right-of-way line of East 30th Street; thence Westerly with an interior angle of 109 degrees 49 minutes 10 seconds along said ROW line 41.11 feet; thence Northerly at right angles 165.9 feet; thence Westerly at right angles 52.22 feet; thence Northeasterly with an interior angle of 84 degrees 32 minutes 05 seconds to the left 668.13 feet to the South right-of-way of Blue Mountain Road; thence Easterly along said South ROW line as follows: with an interior angle of 104 degrees 56 minutes 33 seconds a chord length of 41.9 feet; with an interior angle of 180 degrees 31 minutes 56 seconds to the left a chord length of 200 feet; with an interior angle of 177 degrees 38 minutes 32 seconds to the left a chord length of 138.59 feet; with an interior angle of 175 degrees 54 minutes 49 seconds to the left a chord length of 271.42 feet; with an interior angle of 175 degrees 35 minutes 36 seconds to the left a chord length of 119.45 feet; with an interior of 167 degrees 30 minutes 42 seconds a chord length of 131.21 to an existing fence; thence Southeasterly along the meanderings of said existing fence 220 feet, more or less, to a fence corner; thence Easterly 203.81 feet; thence Southerly with an interior angle of 92 degrees 55 minutes to the left 435.73 feet; thence Westerly with an interior angle of 96 degrees 15 minutes 52 seconds 275.44 feet to the true point of beginning.  
Situated in Anniston, Calhoun County, Alabama.



EXHIBIT A

That certain parcel of land lying partly in the SW 1/4 of the NW 1/4 and partly in the NW 1/4 of the SW 1/4, all in Section 23, Township 17 North, Range 11 East, near Selma, Dallas County, Alabama, that is particularly described as follows, to-wit:  
Commencing at the old stone monument marking the Southwest corner of said Section 23; thence run North 1 degree 30 minutes 00 seconds West along the Section line for 1,689.4 feet; thence run at right angles easterly for 42.6 feet to a concrete monument placed at the intersection of the North margin of the Southern Railway Co's right of way with the East margin of Selfield Road (new right of way 70 feet in width); thence run North 1 degree 26 minutes 42 seconds West along the new East margin of Selfield Road and along a line which is 70 feet East of and parallel to the present East boundary fence of Selfield for 522.20 feet to an iron pipe, said point being the point of beginning; thence run South 61 degrees 08 minutes 00 seconds East for 606.30 feet to an iron pipe on the North margin of said Railway right of way; thence run North 66 degrees 10 minutes 00 seconds East along said right of way margin for 164.17 feet; thence run North 52 degrees 10 minutes 00 seconds East for 116.93 feet; thence run North 35 degrees 36 minutes 54 seconds East for 130.50 feet; thence run North 27 degrees 20 minutes 18 seconds East for 103.84 feet; thence run North 20 degrees 08 minutes 36 seconds East for 113.58 feet; thence run North 5 degrees 45 minutes 00 seconds East for 113.58 feet; thence run North 01 degree 26 minutes 42 seconds West for 322.72 feet; thence run at right angles South 88 degrees 33 minutes 18 seconds West for 591.44 feet to an old iron pipe at the Northeast corner of the 1.0 acre lot now or formerly owned by Benny Z. Willis; thence run at right angles South 1 degree 26 minutes 42 seconds East for 107.0 feet to an old iron pipe at the Southeast corner of said Willis lot; thence continue South 1 degrees 26 minutes 42 seconds East for 310.0 feet; thence run at right angles South 88 degrees 33 minutes 18 seconds West for 362.15 feet to the East margin of Selfield Road; thence run South 1 degree 26 minutes 42 seconds East along said new road margin for 144.3 feet to the point of beginning; subject, however, to those certain power and telephone line easements heretofore granted over, under, and across said described tract.

LESS AND EXCEPT:

Commencing at the Southwest corner of Section 23, Township 17 North, Range 11 East; thence North 1 degree 30 minutes West along the West line of Section 23, a distance of 1,689.4 feet; thence North 88 degrees 30 minutes East a distance of 42.6 feet to a concrete monument placed at the intersection of the North margin of the Southern Railway Company's right of way with the East margin of Selfield Road (new right of way 70 feet in width); thence North 1 degree 26.7 minutes West along the new East margin of Selfield Road (said line is 70 feet East of and parallel to the present East boundary fence of Selfield Municipal Airport) a distance of 522.2 feet to an iron pipe, said point being the point of beginning; thence continue North 1 degree 26.7 minutes West a distance of 7.00 feet to an iron pipe; thence South 69 degrees 35 minutes East a distance of 701.43 feet (said line being a segment of the North clear zone line of Runway 30 Clear Zone of said airport) to an iron pipe on the North margin of said Railway right of way; thence South 66 degrees 10 minutes West a distance of 138.46 feet to an iron pipe on the North margin of said Railway right of way; thence North 61 degrees 03 minutes West a distance of 606.3 feet to point of ending and beginning. Said described tract of land lies in the SW 1/4 of Section 23, Township 17 North, Range 11 East, Dallas County, Alabama.

Location 2  
Plant 2  
Hoover, Alabama

EXHIBIT B-1

Description of the Facility Lease

The Facility Lease is that certain Hoover Lease dated September 1, 1984 between Joe Yarborough Company, Inc., as lessor, and Southern Ready Mix, Inc. which demises for a term of years the real estate described on Exhibit C-1 hereto. The Facility Lease was recorded as follows:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

Location 4  
Plant 5  
Jasper, Alabama

EXHIBIT B-2

Description of the Facility Lease

The Facility Lease is that certain Lease Agreement dated October 1, 1993 between Sherman International Corp., as lessor, and Southern Ready Mix, Inc. which demises for a term of years the real estate described on Exhibit C-2 hereto. The Facility Lease was recorded as follows:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.



Location 7  
Plant 9  
Woodstock, Alabama

EXHIBIT B-3

Description of the Facility Lease

The Facility Lease is that certain Short Form of Lease Agreement dated February 28, 1994 between Western Steel, Inc., as lessor, and Southern Ready Mix, Inc. which demises for a term of years the real estate described on Exhibit C-3 hereto. The Facility Lease was recorded as follows: \_\_\_\_\_

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\_\_\_\_\_.

Locations 17 and 18  
Pipe Plant and Quarry  
Tarrant, Alabama

EXHIBIT B-4

Description of the Facility Lease

The Facility Lease is that certain Lease Agreement dated September 1, 1987 between The Industrial Development Board of the City of Tarrant City, as lessor, and Southern Ready Mix, Inc. which demises for a term of years the real estate described on Exhibit C-4 hereto. The Facility Lease was recorded as follows: in Real Volume 3287, Page 880 and amended by Real Volume 3958, Page 937 in Probate Office.

Location 19  
Calera Quarry  
Calera, Alabama

EXHIBIT B-5

Description of the Facility Lease

The Facility Lease is that certain Lease dated May 18, 1976 between Martin Marietta Corporation, as lessor, and Southern Ready Mix, Inc. which demises for a term of years the real estate described on Exhibit C-5 hereto which Lease has been modified by an Agreement dated March 1, 1991 between Blue Circle, Inc. and Southern Ready Mix, Inc. The Facility Lease was recorded as follows:\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_



Exhibit C-1

**PARCEL D**

A parcel of land located in the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 19 South, Range 3 West, more particularly described as follows:

Commence at the Northeast corner of said 1/4-1/4 Section; thence in a Southerly direction along the East line thereof a distance of 120 feet to the point of beginning; thence turn an angle of 101 degrees 57 minutes to the right in a Northwesterly direction a distance of 5.99 feet; thence an angle of 56 degrees 30 minutes left in a Southwesterly direction a distance of 411.98 feet; thence an angle of 10 degrees 38 minutes 44 seconds left in a Southwesterly direction a distance of 97.12 feet; thence 90 degrees to the left in a Southeasterly direction a distance of 156.20 feet; thence an angle of 87 degrees 50 minutes 16 seconds to the left in a Northeasterly direction a distance of 230.68 feet; thence an angle of 101 degrees 20 minutes right in a Southeasterly direction a distance of 131.42 feet to a point in the Easterly line of said 1/4-1/4 Section; thence an angle of 137 degrees 58 minutes left in a Northerly direction a distance of 368.75 feet to the point of beginning. Except that part deeded to Jefferson County, Alabama, as a road right of way known as Lorna Crest Drive, as recorded in Real Volume 1189, Page 32, and corrected in Real Volume 1259, Page 142, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Situated in Jefferson County, Alabama.

Exhibit C-2

PARCEL III:

13.8 acres, more or less, located in the  $W\frac{1}{2}$  of  $SE\frac{1}{4}$  of Section 16, Township 14 South, Range 7 West, City of Jasper, Walker County, Alabama, more completely described as follows: Start at the SW corner of the  $SW\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section 16, Thence North 87 degrees 13 minutes East for 905.0 feet along the south boundary line of said  $W\frac{1}{2}$ , thence North 5 degrees 42 minutes West for 979.1 feet to the NE corner of National Mattress Company property, thence continue North 5 degrees 42 minutes West for 60.0 feet to a point in the North R/W of 29th Street, thence South 84 degrees 15 minutes West for 461.13 feet to the point of beginning at the intersection of said 29th Street North R/W and the East bank of Town Creek, thence North 84 degrees 15 minutes East for 645.26 feet along the north R/W of said 29th Street to its intersection with the west R/W of the unnumbered street, thence North 5 degrees 44 minutes West for 1020.75 feet along said west R/W of unnumbered street to its intersection with the south R/W of 26th Street, thence South 84 degrees 15 minutes West for 214.19 feet along said south R/W, thence South 55 degrees 15 minutes West for 481.30 feet along said south R/W of 26th Street to its intersection with the east bank of Town Creek, thence in a Southerly direction for 850 feet, more or less, along the said east bank of Town Creek to the point of beginning.

Exhibit C-3

A parcel of land located in the North 1/2 of the NW 1/4, Section 22, Township 21 South, Range 6 West, Bibb County, Alabama, described as follows: Commence at the Southeast corner of the SW 1/4 of the NW 1/4, of said Section 22 and run South 87 degrees 55 minutes 30 seconds West along the South boundary 663.83 feet; thence run North 03 degrees 32 minutes 30 seconds West 1330.96 feet to the Northwest corner of the East 1/2 of the SW 1/4 of the NW 1/4; thence continue on the same line 271.4 feet to the intersection of the Southeast boundary of Western Steel tract; thence run North 53 degrees 42 minutes 30 seconds East along said boundary 755.25 feet to the point of beginning; thence continue on the same line 284.75 feet to the intersection of the West right of way of Alabama Highway No. 5; thence run North 27 degrees 0 minutes 30 seconds West along said right of way 329.52 feet to the intersection of the Southeast right of way of a plant road 40 feet in width; thence run South 53 degrees 42 minutes 30 seconds West along said right of way 461.71 feet to the intersection of the centerline of a ditch; thence run South 62 degrees 08 minutes 49 seconds East along said ditch centerline 36.31 feet; thence run South 61 degrees 55 minutes 22 seconds East along said ditch centerline 112.34 feet; thence turn South 63 degrees 16 minutes 33 seconds East along said ditch centerline 54.36 feet; thence run South 51 degrees 10 minutes 49 seconds East along said ditch centerline 116.04 feet; thence run South 45 degrees 21 minutes 47 seconds East along said ditch centerline 31.05 feet to the point of beginning. Situated in Bibb County, Alabama.



EXHIBIT C-4

PARCEL A

Part of the Northwest 1/4 of Section 28, Township 16 South, Range 2 West, Huntsville Principal Meridian, Jefferson County, Alabama, more particularly described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 16 South, Range 2 West, Huntsville Principal Meridian, Jefferson County, Alabama; thence run Southerly along the West line of said 1/4-1/4 Section 327.71 feet; thence turn left 89 degrees 26 minutes and run Easterly 800.87 feet; thence turn right 89 degrees 31 minutes 36 seconds and run Southerly 591.66 feet to the point of beginning; thence continue along the last described course 617.00 feet; thence turn right 90 degrees 00 minutes and run Westerly 1059.00 feet; thence turn right 90 degrees 00 minutes 00 seconds and run Northerly 617.00 feet; thence turn right 90 degrees 00 minutes and run Easterly 1059.00 feet, more or less, to the point of beginning.

PARCEL B

Part of the South Half of the Northwest Quarter of Section 28, Township 16 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: From the Northeast corner of said Southeast Quarter of Northwest Quarter of Section 28, run in a Southerly direction along the East line of said Southeast Quarter of Northwest Quarter for a distance of 188.72 feet; thence turn an angle to the right of 90 degrees and run in a Westerly direction for a distance of 530 feet to an existing iron pin, being on the West line of Industrial Drive; thence turn an angle to the left of 90 degrees and run in a Southerly direction along said West line of Industrial Drive for a distance of 242.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in a Westerly direction for a distance of 900.0 feet to existing iron pin; thence turn an angle to the right of 90 degrees and run in a Northerly direction for a distance of 242.0 feet to an existing iron pin; thence turn an angle to the right of 90 degrees and run in an Easterly direction for a distance of 900.0 feet to an existing iron pin, being the point of beginning.

Situated in Jefferson County, Alabama.

Exhibit C-4

TRACT A:

Part of Sections 6 and 7, Township 17 South, Range 2 West, Jefferson County, Alabama, described as follows:  
Begin at the NW corner of the SW 1/4 of the SE 1/4 of said Section 6; thence run North 87 degrees 43 minutes 15 seconds West along the 1/4-1/4 Section line, 108.83 feet to the East right of way of the L & N Railroad; thence Southerly along said right of way, on a curve with radius 2380.37 feet, concave Westerly, and a chord bearing South 5 degrees 02 minutes 03 seconds East, 597.80 feet, for an arc distance of 599.19 feet to a point of tangency; thence South 2 degrees 10 minutes 37 seconds West along said right of way, 251.07 feet; thence South 87 degrees 47 minutes 47 seconds East along said right of way, 42.00 feet; thence South 2 degrees 10 minutes 37 seconds West along said right of way, 1353.02 feet; thence South 20 degrees 38 minutes 09 seconds East along said right of way, 161.67 feet; thence South 2 degrees 09 minutes 47 seconds West along said right of way, 52.76 feet to the rim of the Lehigh Quarry; thence along said rim as follows: South 82 degrees 50 minutes 30 seconds East, 526.89 feet; thence North 66 degrees 46 minutes 44 seconds East, 82.35 feet; thence North 45 degrees 51 minutes 56 seconds East, 174.29 feet; thence North 40 degrees 15 minutes 12 seconds East, 190.85 feet; thence North 32 degrees 43 minutes 28 seconds East, 131.57 feet; thence North 36 degrees 48 minutes 41 seconds East, 230.84 feet; thence North 35 degrees 22 minutes 49 seconds East, 116.22 feet; thence North 45 degrees 28 minutes 15 seconds East, 499.87 feet; thence North 1 degree 50 minutes 42 seconds West, 129.85 feet; thence North 4 degrees 43 minutes 56 seconds West, 198.20 feet; thence North 4 degrees 53 minutes 57 seconds East 212.48 feet; thence North 2 degrees 38 minutes 12 seconds West, 383.10 feet; thence North 0 degrees 04 minutes 58 seconds West, 336.51 feet; thence North 9 degrees 59 minutes 54 seconds East, 211.36 feet; thence North 65 degrees 58 minutes 33 seconds West, 310.64 feet; thence South 46 degrees 52 minutes 17 seconds West, 175.43 feet; thence South 48 degrees 41 minutes 50 seconds West, 254.43 feet; thence leaving the rim of the quarry, run North 86 degrees 49 minutes West along the South edge of two concrete buildings, 427.08 feet to the SW corner of a building; thence North 3 degrees 11 minutes East along the West side of a building, 58.65 feet to the North line of the SW 1/4 of the SE 1/4 of said Section 6; thence North 87 degrees 43 minutes 15 seconds West along said line, 444.96 feet to the point of beginning.

TRACT B:

Part of the NW 1/4 of the SE 1/4 and part of the NE 1/4 of the SW 1/4 of Section 6, Township 17 South, Range 2 West, Jefferson County, Alabama, described as follows: Begin at the SW corner of said NW 1/4 of the SE 1/4; thence run South 87 degrees 43 minutes

15 seconds East along the 1/4-1/4 section line, 41.6 feet; thence North 3 degrees 14 minutes East along the West side of an existing building, 90.0 feet; thence North 87 degrees 43 minutes 15 seconds West, 95.0 feet; thence South 3 degrees 14 minutes West, 90.0 feet to the 1/4-1/4 Section line; thence South 87 degrees 43 minutes 15 seconds East along said line, 53.4 feet to the point of beginning.



EXHIBIT C-5

A part of the SW 1/4 of Section 24, Township 22 South, Range 3 West, in Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the SW 1/4 of Section 24, Township 22 South, Range 3 West and run east along the south line of said 1/4 - 1/4 section a distance of 571.57 feet to a point on the Northeasterly R.O.W. line of Shelby County Road No. 222; said point being the point of beginning; thence 72° 07' 45" to the right in a Southeasterly direction along said R.O.W. line a distance of 126.01 feet to a point; thence 90° 00' to the left in a Northeasterly direction a distance of 391.78 feet to a point; thence 74° 57' 15" to the left in a Northerly direction a distance of 130.84 feet to a point; thence 33° 33' 15" to the right in a Northeasterly direction a distance of 281.59 feet to a point; thence 45° 20' 30" to the right in a Northeasterly direction a distance of 220.94 feet to a point; thence 59° 07' 30" to the left in a Northeasterly direction a distance of 138.29 feet to a point; thence 82° 50' to the left in a Northwesterly direction a distance of 907.28 feet to a point; thence 77° 31' 30" to the left in a Southwesterly direction a distance of 273.64 feet to a point; thence 33° 05' 15" to the left in a Southerly direction a distance of 107.59 feet to a point on the Northeasterly R.O.W. line of Shelby County Road No. 222 thence 21° 21' 15" to the left in a Southeasterly direction along said Northeasterly line of Shelby County Road No. 222 a distance of 632.37 feet to the point of beginning. Containing 578,759.722 square feet or 13.286 acres.

9145514.1

Inst # 1994-23027

07/21/1994-23027  
03:20 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
049 MCD 129.50