

94-27087

After recording, return to:
Steven J. Greene, Esq.
King & Spalding
120 West 45th Street
New York, New York 10036

Inst # 1994-25061

AMENDMENT TO FIRST MORTGAGE AND SECURITY AGREEMENT

Dated as of August 1, 1994

Among

DRAVO LIME COMPANY
and
DRAVO BASIC MATERIALS COMPANY, INC.
Mortgagor

and

FIRST ALABAMA BANK, AS COLLATERAL AGENT
Mortgagee

THIS INSTRUMENT IS ALSO A FINANCING STATEMENT FILED AS A FIXTURE FILING, PURSUANT TO CODE OF ALABAMA (1975) SECTION 7-9-402(6), AND IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS UNDER THE NAME OF MORTGAGOR, AS DEBTOR, AND MORTGAGEE, AS SECURED PARTY

08/10/1994-25061
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SHELBY COUNTY JUDGE OF PROBATE
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Alabama Title Co., Inc.

THIS AMENDMENT TO FIRST MORTGAGE AND SECURITY AGREEMENT (THE "AMENDMENT") AMENDS THAT CERTAIN FIRST MORTGAGE AND SECURITY AGREEMENT DATED AS OF JANUARY 21, 1992, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$110,800,000.00, RECORDED IN MORTGAGE BOOK 384, PAGE 819, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. MORTGAGE TAX ON THE \$110,800,000.00 WAS PAID AT THE TIME OF FILING THE ORIGINAL MORTGAGE. THIS AMENDMENT INCREASES THE AMOUNT OF THE SECURED DEBT BY \$16,000,000.00 GIVING A TOTAL SECURED DEBT OF \$126,800,000.00.

STATE OF ALABAMA)
COUNTY OF SHELBY)

AMENDMENT TO FIRST MORTGAGE AND SECURITY AGREEMENT

AMENDMENT TO FIRST MORTGAGE AND SECURITY AGREEMENT (this "*Agreement*"), made the 1st day of August, 1994, among DRAVO LIME COMPANY, a Delaware corporation ("*Lime*"), having an office at One Oliver Plaza, Pittsburgh, Pennsylvania 15222, DRAVO BASIC MATERIALS COMPANY, INC., an Alabama corporation ("*Basic*"), having an office at 120 Mallard Street, Suite 300, St. Rose, Louisiana 70087 (Lime and Basic are hereinafter referred to, collectively, as "*Mortgagor*"), and FIRST ALABAMA BANK, as Collateral Agent (in such capacity, together with its successors and assigns, the "*Collateral Agent*"), having an office at 106 St. Francis Street, Mobile, Alabama 36602, for the benefit of and on behalf of the financial institutions (the "*Lenders*") listed on Schedule I attached hereto (the Collateral Agent, acting for the benefit of and on behalf of said Lenders, is herein referred to as the "*Mortgagee*").

W I T N E S S E T H

WHEREAS Mortgagor is indebted to the Lenders in the principal sum of ONE HUNDRED TEN MILLION EIGHT HUNDRED THOUSAND AND NO/100THS DOLLARS (\$110,800,000.00), which indebtedness (the "*Existing Indebtedness*") is evidenced by certain promissory notes previously delivered by Mortgagor to the Lenders (the "*Original Notes*"); and

WHEREAS, the Original Notes are secured, in part, by a First Mortgage And Security Agreement (the "*Mortgage*"; the terms defined therein

and not otherwise defined herein being used herein as therein defined), dated as of January 21, 1992 and recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "*Recorder's Office*"), on January 24, 1992 in Mortgage Book 384, page 819; and

WHEREAS, pursuant to the First Amendment to Amended and Restated Revolving Credit Agreement, dated as of March 7, 1994, among Basic, Lime, the Lenders and First Alabama Bank, as agent (in such capacity, the "*Agent*") for the Lenders, the Lenders increased the principal amount of the Revolving Line of Credit (as defined in the Amended and Restated Revolving Credit Agreement, dated as of January 21, 1992, among Basic, Lime, the Lenders and the Agent) and, consequently, the principal amount of the Existing Indebtedness, by TEN MILLION AND NO/100THS DOLLARS (\$10,000,000.00); and

WHEREAS, Mortgagor has requested that the Lenders further increase the principal amount of the Existing Indebtedness by an additional SIX MILLION AND NO/100THS DOLLARS (\$6,000,000.00) (as evidenced by certain additional promissory notes of even date herewith) and modify certain other terms with respect to the Existing Indebtedness; and

WHEREAS, Mortgagor and Mortgagee desire to modify the Mortgage in order that the same shall now secure the increased amount of the Existing Indebtedness.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, TEN DOLLARS (\$10.00) in hand paid by Mortgagor to Mortgagee and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The principal amount of the Indebtedness or Obligations secured by the Mortgage is hereby increased by SIXTEEN MILLION AND NO/100THS DOLLARS (\$16,000,000.00) to a total of ONE HUNDRED TWENTY-SIX MILLION EIGHT HUNDRED THOUSAND AND NO/100THS DOLLARS (\$126,800,000.00), and the maturity date remains at January 22, 2002.

2. All references to the "Override Agreement" in the Mortgage shall mean and refer to the Override Agreement, as amended by the Amendment Agreement, dated as of August 1, 1994 (the "*Amendment Agreement*"), among Basic, Lime, the Lenders and the Agent.

3. All the real property described in the Mortgage shall remain in all respects subject to the lien, charge or encumbrance of the Mortgage as modified hereby, and nothing herein contained and nothing done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or conveyance affected by the Mortgage, or, except as set forth in paragraph 5 below, the priority thereof over other liens, charges, encumbrances or conveyances; nor shall anything herein contained or done pursuant hereto affect or be construed to affect any other security or instrument held by Mortgagee as security for or evidence of the aforesaid Indebtedness or Obligations. The Mortgagor expressly ratifies and affirms the lien of said Mortgage on said real property.

4. The Amendment Agreement constitutes an amendment of the Override Agreement and evidences the extension of additional proceeds of up to \$16,000,000. The Amendment Agreement contains certain provisions as Mortgagor, the Lenders and the other parties thereto have agreed, but it is not in satisfaction of the Override Agreement. The Amendment Agreement does not constitute an accord and satisfaction or a novation of the outstanding Indebtedness as of the date hereof of Mortgagor pursuant to the Override Agreement and the other Operative Documents (as defined in the Override Agreement).

5. It is understood and agreed that (a) the outstanding principal balance as of the date hereof under the Override Agreement and the other Operative Documents (up to \$110,800,000) is secured by the Mortgage, as amended by this Agreement, with a priority relating back to the date of the original recording of the Mortgage in the Recorder's Office on January 24, 1992 and (b) the additional \$16,000,000 of proceeds available to be advanced pursuant to the Override Agreement, as amended by the Amendment Agreement, is secured by the Mortgage, as amended by this Agreement, with a priority as of the date of recording of this Agreement with the Recorder's Office.

6. To secure the Indebtedness and the Obligations, Mortgagor does hereby further mortgage, give, grant, bargain, sell, convey, warrant, alienate, remise, release, assign, transfer, hypothecate, deposit, pledge, set over and confirm unto Mortgagee (i) the easement of Borrower described in Exhibit A attached hereto and incorporated herein by this reference, and (ii) the personal property and contract rights described on Exhibit B which is hereto attached and incorporated herein by reference.

7. Except as otherwise provided herein, all provisions and conditions set forth in the Mortgage are hereby ratified and confirmed.

8. This Agreement shall be binding upon the parties hereto and their respective successors, legal representatives and assigns.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

10. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument, and the several signature pages may be collected and annexed to one or more counterparts to form a complete counterpart.

MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT IT HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS AMENDMENT TO FIRST MORTGAGE AND SECURITY AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

(Corporate Seal)

DRAVO BASIC MATERIALS
COMPANY, INC., Mortgagor

By A. N. Jernhulst, Jr.
Title: Vice President

Signed, Sealed and
Delivered in our Presence:

William E. Kelly
James O. Davis

(Corporate Seal)

DRAVO LIME COMPANY,
Mortgagor

By A. N. Jernhulst, Jr.
Title: Vice President

Signed, Sealed and
Delivered in our Presence:

William E. Kelly
James O. Davis

FIRST ALABAMA BANK,
as Mortgagee

By _____
Executive Vice President

FIRST ALABAMA BANK,
as Mortgagee

By 
Executive Vice President

SCHEDULE I

Lenders

First Alabama Bank
Continental Bank
PNC Bank, National Association
The Prudential Insurance Company of America

STATE OF Conn)
COUNTY OF Hartford) : ss:

I, Bette Y. Cushman a Notary Public in and for said County in said State, hereby certify that Albert Tenhundfeld whose name as Vice President of Dravo Basic Materials Company, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforementioned on this 4 day of August, 1994.

Bette Y. Cushman
Notary Public in and for
said County and State

My commission expires:

BETTE Y. CUSHMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1999

STATE OF Conn.)
COUNTY OF Hartford) : ss:

I Bette Y. Cushman, a Notary Public in and for said County in said State, hereby certify that Albert Tenhundfeld whose name as Vice President of Dravo Lime Company, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforementioned on this 7 day of August, 1994.

Bette Y. Cushman
Notary Public in and for
said County and State

My commission expires:

BETTE Y. CUSHMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1999

STATE OF ALABAMA)
) : ss:
COUNTY OF MOBILE)

I, the undersigned a Notary Public in and for said County in said State, hereby certify that F. W. Taul whose name as Executive Vice President of First Alabama Bank, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforementioned on this 1st day of August, 1994.

Jimmy O. Bonarge
Notary Public in and for
said County and State

My commission expires:

7/6/98

Prepared By
Name:

Steven J. Greene
Steven J. Greene, Esq.
King & Spalding
120 West 45th Street
New York, New York 10036

EXHIBIT A

PARCEL B:

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

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

PARCEL I:

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

PARCEL II:

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

PARCEL III:

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

thence turn right and run parallel to said Railroad's South right of way line 200 feet to said Quarter-Quarter Section's West boundary line and thence turn right on said West boundary line and run 330 feet to point of beginning, containing 1.51 acres, more or less. This parcel was conveyed to Lucius G. Brantley, Jr. and Ella Brantley by deed recorded in Deed Book 217, Page 408.

PARCEL IV:

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

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

1. For roadway access to and from the conveyed property to New U.S. #31 Highway on and over all roadways on the easement property as may now or hereafter exist.
2. For the use of any and all spray pond basins, ponds, water lines, water refill lines and pumps at any time installed or existing on the easement property together with the right to take water from any and all of the foregoing, and to install, operate, use, maintain, repair and replace additional water lines, water refill lines and pumps and other related water facilities, equipment and accessories on the easement property for use in connection with the conveyed property and any and all use at any time being made therefor, and activities at any time being conducted thereon.
3. For the installation, operation, use, maintenance, repair and replacement of any and all equipment, facilities, materials and buildings at any time placed or to be placed on the conveyed property, together with the right to temporarily store on the easement property any and all

equipment, materials and other items of personal property which are to be used on the conveyed property and/or any facilities at any time existing thereon.

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

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

- (i) any and all Utility Services (as said term is hereinafter defined) on the easement property; and/or,
- (ii) separate meters or facilities for such Utility Services on the easement property; and/or,
- (iii) such additional Utility Services on the easement property as may be required or desired by any utility or any company providing Utility Services, or any other person, firm, corporation, government or governmental entity.

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

- (i) electricity equal to 3,000 total horsepower (3.75 KVA) as furnished by Alabama Power Company, or any successor thereto, or any other utility company, or anyone else, pursuant to existing or new substations and starters and distribution systems; and,
- (ii) water equal to 50% of the aggregate amount of all incoming water furnished by Alabaster City Water Company or any successor thereto or any other utility company or anyone else, as may now or hereafter be obtained or used for the activities

being carried out on the conveyed property and easement property; and,

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

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

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

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

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

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

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

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

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

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

erected and maintained outside of and along the Westerly boundary line of the easement property adjoining New U. S. #31 Highway.

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

1. Right of way to Louisville and Nashville Railroad Company, recorded in Deed Book 18, page 306. (Applies to Parcel B)
2. Right of way to South and North Alabama Railroad Company, recorded in Deed Book 41, page 52. (Applies to Parcel B)
3. Right of way to Shelby County, Alabama, recorded in Deed Book 54, page 486. (Applies to Parcel B)
4. Right of way to Shelby County, Alabama, recorded in Deed Book 74, page 29. (Applies to Parcel B)
5. Pipe line permit to Southern Natural Gas Corporation, recorded in Deed Book 90, page 287. (West 1/2 of Section 7)
6. Line permit to Alabama Power Company recorded in Deed Book 101, page 97. (South 1/2 of Southwest 1/4, Section 7)
7. Line permit to Alabama Power Company recorded in Deed Book 103, page 57. (Southeast 1/4 of Southwest 1/4, Section 7)
8. Line permit to Alabama Power Company recorded in Deed Book 103, page 486. (Southwest 1/4 of Section 7)
9. Line permit to Alabama Power Company recorded in Deed Book 127, page 305. (South 1/2 of Southwest 1 4 of Section 7)
10. Line permit to Alabama Power Company recorded in Deed Book 141, page 417. (South 1/2 of Southwest 1/4 and Southwest 1/4 of Southeast 1/4 Section 7)
11. Right of way to Shelby County, Alabama, recorded in Deed Book 54, page 503. (Applies to Parcel B)
12. Right of way to Shelby County, Alabama, recorded in Deed Book 167, page 200. (Applies to Parcel B)

13. Line permit to Alabama Power Company recorded in Deed Book 169, page 328. (Southwest 1/4 and Southwest 1/4 of Southeast 1/4 of Section 7)

14. Easement in favor of Alabaster Water & Gas Board recorded in Real Book 227, page 296.

15. Right of way in favor of Alabama Power Company recorded in Volume 297, page 384; Volume 297, page 386 and Volume 297, page 388.

16. Subject to rights of non-exclusive easements and profits previously conveyed by S. I. Lime Company to Southern Industries Corporation recorded in Book 293, page 596.

All recording references refer to records in the Office of the Judge of Probate of Shelby County, Alabama.

EXHIBIT B

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

1. RAW STONE FEED SYSTEM

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

2. RAW STONE PREHEATER

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

3. ROTARY KILN

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

4. LIME CONTACT COOLER

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

5. QUICKLIME CONVEYING EQUIPMENT

Finished product to be conveyed, sized and screened as follows: belt conveyor, elevators, scalping screen, crusher, elevators, and sizing screen. The Five (5) storage silos over the two existing northern most rail tracks with cone bottoms, spout positioners and loadout spouts will hold approximately 30,000 cubic feet of lime storage per bin with adequate foundations. The foundations will be caissons socketed into rock formation with necessary pile caps.

6. POLLUTION ABATEMENT EQUIPMENT

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

7. COAL HANDLING AND FIRING SYSTEM

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

8. MOTORS, CONTROLS AND INSTRUMENTATION

All necessary motors, starters, transformers, circuit breakers, recorder/controllers, indicators, visual and audible alarms, conduit and

wiring properly sized and matched as required. Suitable required structures to house and/or support equipment and control panels.

9. FIRING BUILDING

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

10. MISCELLANEOUS STRUCTURAL

Necessary miscellaneous structural steel required shall be furnished.

11. OTHER ACCOMPANYING MATERIALS AND REQUIREMENTS

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

12. CONTRACTS

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

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

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

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