

Shelby

74-27087-R4

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, AND RECORDED IN MORTGAGE BOOK 384, PAGE 819, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. AN AMENDMENT TO FIRST MORTGAGE AND SECURITY AGREEMENT DATED AUGUST 1, 1994 ("FIRST AMENDMENT") INCREASED THE TOTAL SECURED DEBT BY \$16,000,000.00 TO \$126,800,000.00. SUCH FIRST AMENDMENT WAS RECORDED AS INSTRUMENT NUMBER 1994-25061 AND FILED AS A FIXTURE FILING AS INSTRUMENT NUMBER 1994-25062 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. MORTGAGE TAX ON THE APPLICABLE PORTION OF THE INITIAL PRINCIPAL DEBT OF \$110,800,000.00 WAS PAID AT THE TIME OF FILING THE ORIGINAL MORTGAGE. MORTGAGE TAX ON THE ADDITIONAL APPLICABLE PORTION OF THE \$16,000,000.00 PRINCIPAL DEBT THAT WAS THE SUBJECT OF THE FIRST AMENDMENT WAS PAID AT THE TIME OF THE FILING OF THE FIRST AMENDMENT. THIS AMENDMENT DOES NOT INCREASE THE AMOUNT OF THE SECURED DEBT, WHICH REMAINS AT \$126,800,000.00.

Inst # 1998-32016

STATE OF ALABAMA    )  
COUNTY OF SHELBY    )

### AMENDMENT TO FIRST MORTGAGE AND SECURITY AGREEMENT

AMENDMENT TO FIRST MORTGAGE AND SECURITY AGREEMENT (this "Agreement"), made as of the 12<sup>th</sup> day of August, 1998, among DRAVO LIME COMPANY, a Delaware corporation ("**LIME**"), having an office at 11 Stanwix Street, Pittsburgh, Pennsylvania 15222, (Lime is hereinafter referred to as "**Mortgagor**") and REGIONS BANK, (formerly known as 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**").

7635.02 (SRV3219A)  
A:\MTGSHEL.CLI 08-12-98 @ 10:43AM

08/18/1998-32016  
11:49 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 CRH 27.00

Return To:  
Alabama Title Co., Inc.

## WITNESSETH

**WHEREAS**, Mortgagor, Dravo Basic Materials Company, Inc., an Alabama corporation ("Basic"), and Mortgagee are parties to that certain First Mortgage and Security Agreement, dated as of January 21, 1992, (the "Original Mortgage") and recorded in the office of the Judge of Probate in Shelby County, Alabama (the "Recorder's Office") in Mortgage Book 384, Page 819, securing the original principal amount of \$110,800,000.00, which mortgage has been amended by that certain Amendment to First Mortgage and Security Agreement, dated August 1, 1994, among Mortgagor, Basic and Mortgagee, (the "First Amendment") and recorded in the Recorder's Office as Instrument Number 1994-25061, and as a fixture filing as Instrument Number 1994-25062, increasing the amount of the secured debt by \$16,000,000.00 giving a total secured debt of \$126,800,000.00 (the Original Mortgage, as amended by the First Amendment, being referred to herein as the "Existing Mortgage"; the terms defined in the Existing Mortgage and not otherwise defined herein being used herein as therein defined); and

**WHEREAS**, by Statutory Warranty Deed, dated January 3, 1995, and recorded in the Recorder's Office on January 4, 1995, as Instrument Number 1995-00264, Basic conveyed to Mortgagor all of the Mortgaged Property of Basic that was subject to the Existing Mortgage, such conveyance being expressly subject to the Existing Mortgage; and

**WHEREAS**, in the Existing Mortgage, Mortgagor and Basic granted to the Mortgagee on behalf of the Lenders (as defined in the Existing Mortgage (the "1992 Lenders")) a mortgage and/or security interest in, and lien upon, the Mortgaged Property to secure the Indebtedness and Obligations; and

**WHEREAS**, certain of the 1992 Lenders have assigned all of the rights, title and interest in and to the Indebtedness and Obligations held by them to the Banks (as defined in the Override Agreement, as amended from time to time, including, without limitation, the Eighth Amendment to the Override Agreement of even date herewith) party to that certain Second Amended and Restated Credit Agreement, of even date herewith, among Dravo Corporation, a Pennsylvania corporation ("Dravo"), Mortgagor, said the Banks, Bank of America National Trust and Savings Association, as letter of credit issuing bank and administrative agent for the Banks, and Collateral Agent, as swingline bank and collateral agent for the Banks (said agreement, as amended from time to time, being referred to herein as the "Bank Credit Agreement"), and, pursuant to the Bank Credit

Agreement, Dravo, Mortgagor, and said Banks intend to restructure and modify a portion of such Indebtedness and Obligations; and

**WHEREAS**, to secure the obligations of Mortgagor under the Bank Credit Agreement and to secure the Indebtedness and Obligations, Mortgagor intends to confirm its grant of a mortgage and/or security in, and lien upon, among other things, the Mortgaged Property; and

**WHEREAS**, Mortgagor and Mortgagee wish to amend the Existing Mortgage to reflect the restructuring of indebtedness of Mortgagor pursuant to the Bank Credit Agreement and the release of Basic as a party to the Existing Mortgage, as amended by this Agreement (the Existing Mortgage, as amended by this Agreement, being referred to herein as the "Mortgage"); and

**WHEREAS**, it is a condition precedent to the effectiveness of the Bank Credit Agreement and of the Eighth Amendment to the Override Agreement, dated as of the date hereof, that Mortgagor enter into this Agreement.

**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 unchanged by this Agreement and shall remain ONE HUNDRED TWENTY SIX MILLION EIGHT HUNDRED THOUSAND AND NO/100THS DOLLARS (\$126,800,000.00). For all purposes hereunder, the Indebtedness and Obligations secured by the Mortgage on the Mortgaged Property shall include all indebtedness owed to Lenders and evidenced by the Override Agreement, as amended from time to time, including, without limitation, the Eighth Amendment to the Override Agreement of even date herewith, and all Operative Documents (as defined in the Override Agreement), as amended from time to time, including, without limitation, the Bank Credit Agreement.

2. All references to the "Override Agreement" in the Mortgage shall mean and refer to the Override Agreement, dated as of January 21, 1992 among Dravo, Mortgagor, Basic, the 1992 Lenders, and the Collateral Agent, as amended, supplemented or otherwise modified from time to time, including the Eighth Amendment to Override Agreement, dated of even date herewith, among Dravo, Mortgagor, Basic, Lenders, and the Collateral Agent.



3. All the Mortgaged Property shall remain in all respects subject to the lien, charge or encumbrance of the Existing 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 Existing Mortgage, or 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 the Existing Mortgage on the Mortgaged Property.

4. The Bank Credit Agreement constitutes an amendment and restatement of a certain Operative Document (as defined in the Override Agreement). The Bank Credit Agreement and the Eighth Amendment to the Override Agreement contain certain provisions to which the respective parties thereto have agreed, but which are not in satisfaction of the Override Agreement or the Indebtedness or the Obligations. Neither the Bank Credit Agreement, nor the Eighth Amendment to the Override Agreement constitutes an accord and satisfaction or a novation of the outstanding Indebtedness or Obligations 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 the outstanding principal balance as of the date hereof under the Override Agreement, and the other Operative Documents (as defined in the Override Agreement), including, without limitation, the Bank Credit Agreement (up to \$126,800,000.00), is secured by the Existing Mortgage, as amended by this Agreement, with a priority relating back to the date of the original recording of the First Amendment in the Recorder's Office on August 10, 1994.

6. It is further understood and agreed that this Agreement shall be recorded by Mortgagee with the Recorder's Office, and the Mortgagor shall pay on demand to Mortgagee all expenses and recording taxes, if any, incurred by Mortgagee in recording same.

7. By its execution and delivery of this Agreement, Mortgagee on behalf of the Lenders hereby releases Basic from all obligations and liabilities under the Existing Mortgage.

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

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

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

11. 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 LIME COMPANY, as Mortgagor

By:

Title:

Richard E. Fedler  
Vice President

Signed, Sealed and  
Delivered in our Presence:

Jonah O. Davis  
[Signature]

REGIONS BANK, as Mortgagee

By: Hugh L White  
Title: SVP

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) s.s.:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that RICHARD REDLINGER whose name as NICE 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 the 12th day of August, 1998.

Mark F. Borowski  
Notary Public in and for said County and State  
My commission expires: \_\_\_\_\_



MARK F. BOROWSKI  
Notary Public, State of New York  
No. [redacted]  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires Sept. 21, 1999

STATE OF New York  
COUNTY OF NEW YORK ) s.s.:

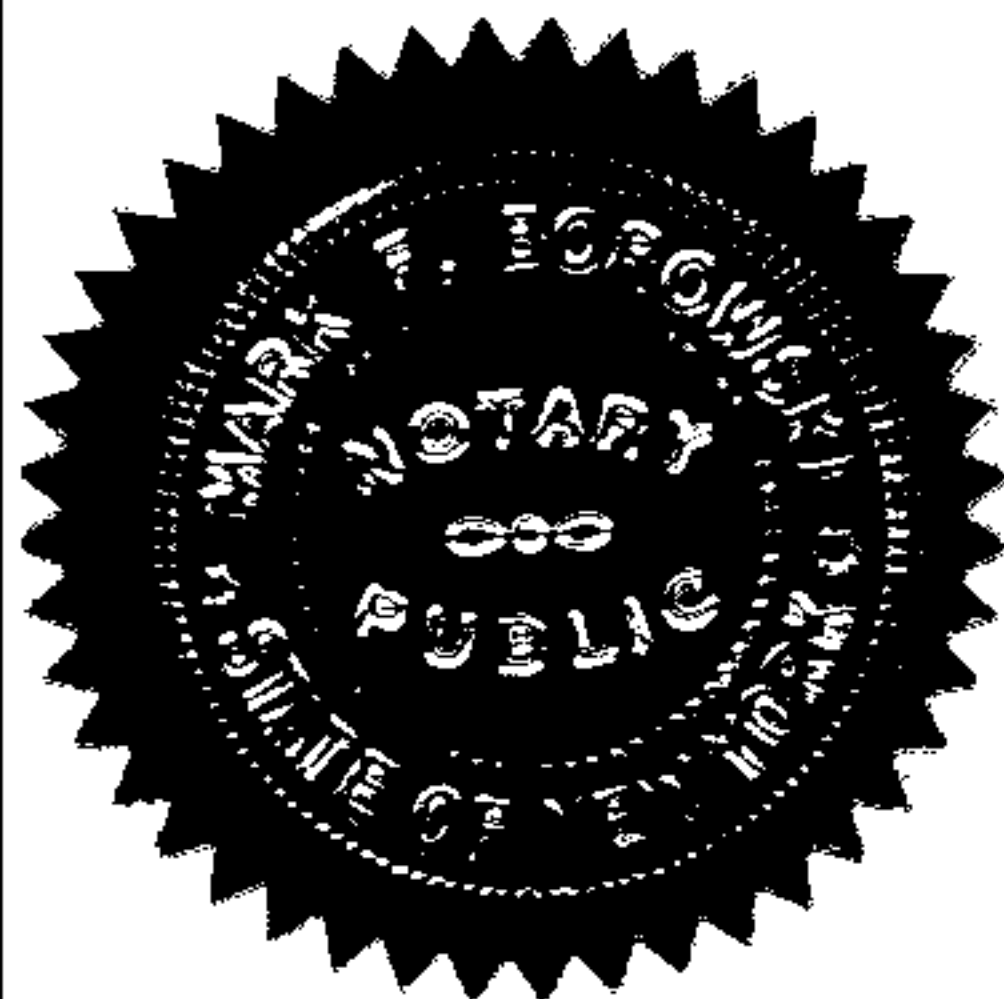
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Hugh L. White whose name as SENIOR VICE PRESIDENT of Regions Bank, a state banking corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed 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 state banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforementioned on the 12th day of August, 1998.

Mark F. Borowski

Notary Public in and for said County and State  
My commission expires: \_\_\_\_\_

MARK F. BOROWSKI  
Notary Public, State of New York  
No. [redacted]  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires Sept. 21, 1999



This Instrument Prepared By:

Ronald P. Davis, Esq.  
Vickers, Riis, Murray and Curran, L.L.C.  
8th Floor, Regions Bank Building  
106 St. Francis Street  
Mobile, Alabama 36602

## **SCHEDULE I**

### **Lenders**

Bank of America National Trust and Savings Association  
Regions Bank

The First National Bank of Chicago

Mellon Bank, N.A.

National City Bank of Pennsylvania

PNC Bank, National Association

The Prudential Insurance Company of America

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**11:49 AM CERTIFIED**

**SHELBY COUNTY JUDGE OF PROBATE**

**008 CRH 27.00**

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