

THIS INSTRUMENT PREPARED BY:

C. Barton Adcox  
Phelps, Jenkins, Gibson & Fowler, L.L.P.  
Post Office Box 020848  
Tuscaloosa, Alabama 35402

Inst # 2001-19788  
05/16/2001-19788  
09:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
904 MB 20.00

STATE OF ALABAMA

COUNTY OF SHELBY

**AGREEMENT**

FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, IN HAND PAID BY EACH PARTY HERETO TO THE OTHER, READY MIX USA, INC. ("RMUSA") AND SHELBY REDI-MIX, INC. ("Shelby") ENTER INTO THIS AGREEMENT DATED MARCH 31, 2001.

Shelby Redi- Mix, Inc. ("Shelby") is a party to a Commercial Lease dated August 25, 1997 by and between Shelby and Dale Dewayne New and Esther Kate New (the "Lease"). The Lease affects and applies to the real property described on Exhibit "A" and incorporated herein by reference ("Leased Premises").

Shelby agrees that for and during the remainder of the term of the Lease, that the Leased Premises shall not be used for the purpose of the operation of a ready-mix concrete plant or concrete manufacturing facility. If there shall be any default or breach by Shelby under the Lease, Shelby shall immediately notify RMUSA at Post Office Box 101868, Birmingham, Alabama 35210, with a copy, which shall not constitute notice, to C. Barton Adcox, Phelps, Jenkins, Gibson & Fowler, L.L.P., Post Office Box 020848, Tuscaloosa, Alabama 35402, and, by doing so, shall authorize RMUSA to attempt to cure such breach or default. Shelby will continue to abide by all of the terms, conditions, obligations and duties under the Lease. Shelby agrees that it will not assign or sublet any of its interest in the Lease without first receiving a bona fide offer of sublease or assignment from a third party unrelated to Shelby and thereafter offering such sublease or assignment to RMUSA upon the same terms and conditions. RMUSA shall have a period of ninety (90) days after receipt of such offer in order to accept said assignment or sublease upon such terms and conditions. If RMUSA is unwilling to do so within such ninety (90) day period, Shelby shall have the right, for and during a period of the next thirty (30) days, to proceed with the assignment or sublease pursuant to such terms or conditions. If such sublease or assignment shall not be accomplished prior to the expiration of such thirty (30) day period, or if such terms and conditions shall be amended during such thirty (30) day period, the first refusal rights of RMUSA contained herein shall continue to effective and any subsequent offer, or any amended terms and conditions, as applicable, shall be delivered to RMUSA in order to enable RMUSA to exercise its right of first refusal.

## Exhibit "A"

**Legal Description:**

**Commence at the NE corner of the SW 1/4 of the SE 1/4 of Section 2, Township 20 South, Range 2 West, thence run West along the North boundary line of said 1/4 1/4 section for 1050 feet more or less to the SE right of way line of Shelby County Highway No. 11 and the point of beginning; thence run Southwesterly along said road right of way line for 840 feet more or less to the East right of way line of Kendrick Road, thence run Southeasterly along Kendrick Road for 250 feet more or less to the Northwesterly right of way line of the Seaboard Coast Line Railroad, thence run Northeasterly along said railroad right of way line for 800 feet more or less to the point of beginning; being situated in Shelby County, Alabama.**

IN WITNESS WHEREOF, THIS AGREEMENT EXECUTED AS OF THE DATE FIRST SET FORTH.

READY MIX USA, INC.

By: Marc Bryant Tyson  
Its: PRES

STATE OF Alabama §  
Tuscaloosa COUNTY §

I, the undersigned authority, a Notary Public in and for said State, hereby certify that Marc Tyson, whose name as President, of READY MIX USA, INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority executed the instrument voluntarily for and as the said corporation on the day the same bears date.

Given my hand and official seal this the 31 day of March, 2001.

Stephanie Riddle  
Notary Public  
My Commission Expires: 12-8-04

SHELBY REDI- MIX, INC.

By: Doyle H. Pierce  
Its: Pres.

STATE OF Alabama §

Tuscaloosa COUNTY §

I, the undersigned authority, a Notary Public in and for said State, hereby certify that Doyle Pierce, whose name as President, of SHELBY REDI-MIX INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority executed the instrument voluntarily for and as the said corporation on the day the same bears date.

Given my hand and official seal this the 31 day of March, 2001.

Stephanie L. Lively  
Notary Public  
My Commission Expires: 12-8-04

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