

STATE OF ALABAMA )  
SHELBY COUNTY )

  
~~BILL OF SALE~~

Inst # 2001-55377

WITNESSETH, for and in consideration of the sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS, and other good and valuable consideration, in hand paid by **ROBERT H. ANDERSON** and **EMMA C. ANDERSON** (individually or collectively, the "Grantee"), to the Grantor herein, the receipt and sufficiency of which is hereby acknowledged, **DRAVO LIME, INC.**, a Delaware corporation formerly known as Dravo Lime Company (the "Grantor"), does hereby grant, bargain, sell and convey unto the said Grantee, the following described personal property, to wit:

The single family residential house and all appurtenances thereto, including, but not limited to barns, stalls, fences and other improvements used in connection with the private raising and keeping horses, animals or agricultural products, if any; swimming pools, pool houses, and associated pool maintenance equipment, if any; tennis courts, tennis court nets, and associated tennis court maintenance equipment, if any; and storage or tool sheds and other buildings normally incident to a private home site, if any (collectively, the "Improvements"), located on the real property in Shelby County, Alabama, more fully described as follows (the "Property"):

Property

Lot 1, according to the Survey of LeCroy Estates, as recorded in Map Book 15, Page 94, in the Probate Office of Shelby County, Alabama.

**GRANTEE ACKNOWLEDGES AND AGREES THAT THIS BILL OF SALE CONVEYS ONLY PERSONAL PROPERTY AND TRANSFERS NO RIGHT, TITLE OR INTEREST IN AND TO THE REAL ESTATE TO GRANTEE. ANY RIGHT, TITLE OR INTEREST IN AND TO THE REAL ESTATE ON WHICH THE IMPROVEMENTS ARE LOCATED IS ADDRESSED IN THE GROUND LEASE BETWEEN GRANTOR AND GRANTEE OF EVEN DATE HERewith.**

Grantee acknowledges and agrees that the Improvements are located on the Property which is owned by Grantor, and that Grantee is the tenant, and Grantor is the landlord of the Property under a Ground Lease of even date herewith. At any time during the term of the Ground Lease, Grantee, and any mortgagee of Grantee, shall have the right to require Grantor to repurchase the Improvements located on the Property at the same purchase price as recited herein (the "Purchase Price").

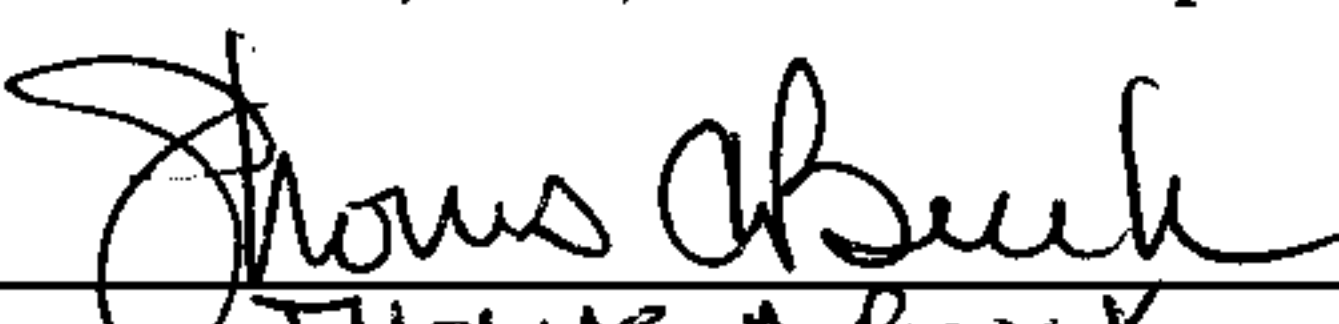
Grantee, and any mortgagee of Grantee, shall also have the option of selling the Improvements on the Property to any third party with the prior written consent of Grantor. In the event Grantor refuses to give consent, Grantor will be obligated to repurchase the Improvements at the Purchase Price. In the event Grantor gives consent to such sale, Grantor, as landlord, shall either allow Grantee to assign the Ground Lease to said third party or enter into a new Ground Lease agreement with such third party, as tenant. **IN NO EVENT SHALL A SALE OF THE IMPROVEMENTS BY GRANTEE TO A THIRD PARTY CHANGE THE PURCHASE PRICE FOR THE IMPROVEMENTS TO BE PAID BY GRANTOR AS SET FORTH HEREIN.**

TO HAVE AND TO HOLD unto the Grantee, their heirs and assigns.

And Grantor does hereby represent, warrant and declare that Grantor is the owner of the said Improvements in fee simple and that said Improvements are free and clear of all liens and encumbrances of any kind covering said Improvements or any part thereof. Grantor will warrant and defend the title to said Improvements against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, on this the 13 day of September, 2001.

DRAVO LIME, INC., a Delaware corporation

By:  (SEAL)  
Name: THOMAS A BUCK  
Its: Executive VP

00664953.1

09/22/2001-55377  
AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
001 MEL 161.00