

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

SUPPLEMENTAL MASTER EASEMENT AGREEMENT

THIS SUPPLEMENTAL MASTER EASEMENT AGREEMENT dated as of this 1st day of April, 2002, is by and among Lafarge Building Materials Inc., an Alabama corporation, having an office at Two Parkway Center, 1800 Parkway Place, Suite 1100, Marietta, Georgia 30067 (hereinafter referred to as "LBM"), Eastern Lime Holdings, L.P. Registered Limited Liability Partnership, a Delaware registered limited liability limited partnership, having an office at 8039 Highway 25, Calera, Alabama 35040 (hereinafter referred to as "Eastern Lime") and Peak Lime, Inc., a Delaware corporation, having an office at 15700 College Boulevard, Suite 101, Lenexa, Kansas 66219 (hereinafter referred to as "Peak").

RECITALS:

WHEREAS, LBM, Eastern Lime and Peak Investments, L.L.C. entered into a certain Asset Purchase Agreement, dated as of September 27, 2001 (the "Asset Purchase Agreement"); and

WHEREAS, Peak Investments, L.L.C. assigned its rights and delegated its duties without recourse under the Asset Purchase Agreement to Peak; and

WHEREAS, LBM owns certain real property which is situated in the County of Shelby, State of Alabama, which real property is more particularly described in Exhibit A (the "Cement Parcel"); and

WHEREAS, on December 31, 2001, LBM sold, transferred and conveyed to Peak certain real property located in the County of Shelby, State of Alabama, which real property is more particularly described in Exhibit B (the "Lime Parcel"), and LBM and Eastern Lime sold, transferred and conveyed to Peak certain equipment, fixtures, personal property and Improvements which are situated in, on and under the Cement Parcel and Lime Parcel, all pursuant to the Asset Purchase Agreement; and

WHEREAS, immediately prior to the execution hereof, LBM and Eastern Lime sold, transferred and conveyed to Peak certain additional equipment, fixtures, personal property and Improvements which are situated in, on and under the Cement Parcel and Lime Parcel, all pursuant to the Asset Purchase Agreement; and

WHEREAS, notwithstanding the above-described transactions consummated on December 31, 2001 and immediately prior to the execution hereof (collectively, the “Transfers”), LBM and Eastern Lime continue to own certain equipment, fixtures, personal property and Improvements which are situated in, on and under the Cement Parcel and the Lime Parcel; and

WHEREAS, as a result of the consummation of the Transfers, Peak owns certain equipment, fixtures, personal property and Improvements which are situated in, on and under the Lime Parcel and the Cement Parcel; and

WHEREAS, the Asset Purchase Agreement requires that LBM, Eastern Lime and Peak enter into this Agreement; and

WHEREAS, LBM, Eastern Lime and Peak are deriving substantial benefits from the consummation of the transactions contemplated by the Asset Purchase Agreement and by entering into this Agreement.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:
That LBM and Eastern Lime, collectively, as the Cement Parcel Owner (as defined below), and Peak, as the Lime Parcel Owner (as defined below), for and in consideration of ten dollars (\$10) in cash and the other benefits described in the recitals hereto, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, do, on the terms and subject to the conditions set out hereinafter in this Agreement, declare and agree that the Cement Parcel and the Lime Parcel shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions hereinafter set forth, and that all of the same shall run with the title to such Parcels (as defined below), as hereinafter more particularly set forth.

ARTICLE I DEFINITIONS

1.1 **Definitions.** As used in this Agreement the following capitalized terms shall have the meanings set forth below:

“**Affiliate**” means, as to any Person, any other Person which, directly or indirectly, controls, is controlled by, or is under common control with, such Person. For the purpose of this definition, “control” means the possession of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this Supplemental Master Easement Agreement, as amended, modified or restated from time to time, together with the schedules and exhibits hereto.

“Applicable Laws” means (a) all federal, state or local laws, regulations and rules (to the extent having the force of law) of any Governmental Body in the United States of America, and (b) all orders, rulings, judgments and decrees of any Governmental Body in the United States of America, in each case, to the extent binding on the Person or assets referred to in the context in which the word is used.

“Asset Purchase Agreement” has the meaning given to such term in the recitals of this Agreement.

“Budget Multiplier” has the meaning given to such term in Section 3.3(a)(ii) of this Agreement.

“Business Day” means a day (excluding Saturday and Sunday) on which banks generally are open for the transaction of business in New York City.

“Cement” means the product that is the result of the combination of calcium (normally from limestone), silicon, aluminum, iron and other raw materials, and that is produced by quarrying, crushing and grinding the raw materials, heating them in kilns at high temperatures, and then finely grinding the resulting nodules (“clinker”) with gypsum into an extremely fine powder. The term “Cement” includes, but is not limited to, portland cement, masonry and mortar cement, and the clinker that is ground to produce Cement.

“Cement Facility” means the quarries and cement plant located on the Cement Parcel, together with related equipment, fixtures and Improvements located on certain of the Easement Areas and certain of the easement areas granted pursuant to the Master Easement Agreement.

“Cement Parcel” has the meaning given to such term in the recitals of this Agreement.

“Cement Parcel Branch Electrical Equipment” means Electrical Equipment owned by the Cement Parcel Owner and used in connection with the direct supply of electrical current to the maintenance shop and the quarry pumps which are a part of the Cement Facility and are located on the Cement Parcel. Notwithstanding anything to the contrary contained herein, Cement Parcel Branch Electrical Equipment shall specifically exclude all Cement Parcel Main Electrical Equipment and all Lime Parcel Electrical Equipment.

“Cement Parcel Clinker Conveyor Belt Easement” has the meaning given to such term in Section 2.2.3(a) of this Agreement.

“Cement Parcel Conveyor Belts #2, #4, #21, #22, #447 and #453 Easement” has the meaning given to such term in Section 2.2.3(c) of this Agreement.

“Cement Parcel Conveyor Belts #418 and #420 Easement” has the meaning given to such term in Section 2.2.3(b) of this Agreement.

“Cement Parcel Extended Operational Easements” has the meaning given to such term in Section 2.2.3 of this Agreement.

“Cement Parcel Main Electrical Equipment” means any Electrical Equipment owned by the Cement Parcel Owner and used in connection with (a) the direct supply of electrical current to the Cement Facility, (b) the indirect supply of electrical current to the Lime Plant and/or (c) the indirect supply of electrical current to the maintenance shop and the quarry pumps which are a part of the Cement Facility and are located on the Cement Parcel. Notwithstanding anything to the contrary contained herein, Cement Parcel Main Electrical Equipment shall specifically exclude all Cement Parcel Branch Electrical Equipment and all Lime Parcel Electrical Equipment.

“Cement Parcel Natural Gas Distribution Equipment” means any existing or replacement natural gas distribution equipment (including, without limitation, existing or replacement piping, valves, pumps, gauges, meters, safety equipment and associated and ancillary equipment), which equipment is owned by the Cement Parcel Owner and is used in connection with the supply of natural gas to the Cement Facility and/or the Lime Plant.

“Cement Parcel Non-Domestic Liquid Waste Drainage Systems” means all existing or replacement Non-Domestic Liquid Waste canals, pipes, sewers and related drainage facilities owned by the Cement Parcel Owner and located on either of the Parcels, as well as the collecting pond located within the boundaries of the portion of the Cement Parcel described on Exhibit 2.1.4(a) of the Master Easement Agreement.

“Cement Parcel Owner” means, collectively, the owner or owners, from time to time, of a fee interest in all or any portion of the Cement Parcel. The “Cement Parcel Owner” shall initially be deemed to be, collectively, LBM and Eastern Lime (but only to the extent that Eastern Lime has a fee interest in any portion of the Cement Parcel and only to the extent that Eastern Lime owns any equipment, fixtures, personal property and Improvements referred to herein).

“Cement Parcel Revised Natural Gas Easements” has the meaning given to such term in Section 2.2.2(a) of this Agreement.

“Clinker Conveyor Belt” has the meaning given to such term in Section 2.2.3(a) of this Agreement.

“Coal and Coke Storage Area” means certain real property forming a part of the Cement Parcel, which real property is being leased to the Lime Parcel Owner pursuant to the Coal and Coke Storage Area Lease Agreement.

“Coal and Coke Storage Area Lease Agreement” means that certain Coal and Coke Storage Area Lease Agreement, dated as of the date hereof, by and among the Lime Parcel Owner and the Cement Parcel Owner.

“Coal and Coke Storage Area Lease Agreement Termination Date” means the date upon which the Coal and Coke Storage Area Lease Agreement shall have terminated or been terminated, in either case, pursuant to its terms.

“Conveyor Belt #1” has the meaning given to such term in Section 2.1.3(d) of this Agreement.

“Conveyor Belts #9 through #13” has the meaning given to such term in Section 2.1.3(g) of this Agreement.

“Cost” means, (x) with respect to the Maintenance Service described on Schedule A, the cost of such Maintenance Service, as invoiced by the Providing Owner to the Receiving Owner, which cost initially shall be the applicable amount set forth on Schedule A, and shall be adjusted pursuant to Section 3.3(a)(ii) hereof, and (y) with respect to any other Maintenance Service required to be provided by a Providing Owner hereunder, the actual cost to such Providing Owner of providing the same.

“Crushers and Screens” means, collectively, the Nordberg Secondary Crusher, the Telesmith Tertiary Crusher, the Limestone Scalping Screen, the Primary Screens and the Secondary Screens.

“Crushers and Screens Conveyor Belts” has the meaning given to such term in Section 2.1.3(f) of this Agreement.

“Default Rate” means the rate of interest per annum publicly announced from time to time by Citibank N.A. as its prime rate in effect at its principal office in New York City, plus five percent (5%).

“Domestic Liquid Waste” means non-Industrial Water discharged from toilets, sinks, showers, water fountains and other similar facilities of the Lime Plant or Cement Facility, as applicable, including, without limitation, liquid and non-liquid waste in such water, in all cases meeting the specifications set forth in the Site Services Agreement.

“Easement Area” means the applicable portion of a Parcel burdened by an Easement granted pursuant to the terms of this Agreement (including, without limitation, any burdened fixtures or Improvements located in, on or under such portion of a Parcel).

“Easements” means, collectively, the Lime Parcel Extended Electricity Easements, the Lime Parcel Extended Industrial Water Delivery Easement, the Lime Parcel Extended Natural Gas Easements, the Lime Parcel Extended Coal and Coke Conveyor Belt Easement, the Lime Parcel Stacking Tube and Storage Easement, the Lime Parcel Underground Conveyor Belt, Feeders and Tunnel Easement, the Lime Parcel Conveyor Belt #1 Easement, the Lime Parcel Crushers and Screens Easements, the Lime Parcel Crushers and Screens Conveyor Belt Easement, the Lime Parcel Conveyor Belts #9 through #13 Easement, the Lime Parcel Revised LKD Easement, the Lime Parcel MCC and Control Room Easements, the Lime Parcel Coal and Coke Storage Area Non-Domestic Liquid Waste Drainage System Easement, the Lime Parcel Crushers and Screens Non-Domestic Liquid Waste Drainage System Easement, the Cement Parcel Clinker Conveyor Belt Easement, the Cement Parcel Conveyor Belts #418 and #420 Easement, the Cement Parcel Conveyor Belts #2, #4, #21, #22, #28, #447 and #453 Easement, the Cement Parcel Revised Natural Gas Easements, and the Easements granted pursuant to Sections 2.1.2(c)(ii), 2.1.3(a)(ii), 2.1.3(b)(ii), 2.1.3(h)(ii) and 2.2.3(a)(ii) and any other easement, license or other right granted or reserved hereunder.

“Eastern Lime” has the meaning given to such term in the first paragraph of this Agreement.

“Effluent” has the meaning given to such term in Section 2.11(a) of this Agreement.

“Electrical Equipment” means existing or replacement electrical equipment located on either of the Parcels (including, without limitation, existing or replacement overhead or underground electric power lines, conduits, poles, transformers, switches, substations, switchboards/buses, motor control centers, associated loads, power distribution panels, light panels, power panels and control and protection circuits, devices and lines, control rooms, electrical rooms and MCC rooms, and associated and ancillary equipment), which equipment is used in connection with the supply of electrical current to either the Cement Facility or the Lime Plant, including, without limitation, any Cement Parcel Main Electrical Equipment, Cement Parcel Branch Electrical Equipment and Lime Parcel Electrical Equipment.

“Emergency Shutdown” has the meaning given to such term in Section 6.2 of this Agreement.

“Environmental Law” means all laws relating to the protection of the environment, workplace safety or health or to any treatment, storage, disposal, Release, threatened Release or transportation of any Hazardous Substances, including, but not limited to, (i) the Comprehensive Environmental Response, Compensation and Liability Act, as amended (**“CERCLA”**), the Resource Conservation and Recovery Act (**“RCRA”**), the Clean Water Act, the Clean Air Act and the Toxic Substance Control Act, and (ii) all laws pertaining to reporting, licensing, permitting, investigation or remediation of Releases or threatened Releases of Hazardous Substances.

“Extended Coal and Coke Conveyor Belts” has the meaning given to such term in Section 2.1.3(a) of this Agreement.

“Force Majeure Event” means any event beyond the reasonable control of the Owner affected that significantly interferes with the performance by such Owner of its obligations under this Agreement, including acts of God, strikes, lockouts or industrial disputes or disturbances, civil disturbances, arrests or restraint from rulers or people, interruptions by government or court orders, present and future valid orders of any Governmental Body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure labor, inability to secure Permits or authorizations as a result of a change in Applicable Law, inability to meet governmental environmental waste and disposal standards as a result of a change in Applicable Law, shortages or disruptions in the delivery of utilities, fuels, materials, parts or other supplies (including, without limitation, inability to secure any of the foregoing by reason of allocations, voluntary or involuntary, promulgated by authorized Governmental Bodies), epidemics, landslides, lightning, earthquakes, fire, storm, floods, washouts, explosions, breakage or accident to machinery or lines of pipe, inability to obtain easements or rights of way or pipeline tie-ins, or any other cause, whether or not of the kind listed above, that is not reasonably within the control of the Owner claiming that performance of this Agreement is affected thereby. Any inability referred to in the preceding sentence shall be deemed beyond the reasonable control of the Owner whose performance is affected only if such inability continues to persist after such affected Owner, if practicable, exercises commercially reasonable efforts to end the Force Majeure Event.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, or any agency or instrumentality thereof, or any court or arbitrator, that has, in each case, jurisdiction over the matter in question.

“Hazardous Substances” means any substance, waste, pollutant, contaminant or material which (i) is regulated under Environmental Law or (ii) is present in an amount and concentration that causes damage or harm to health or the environment, including, without limitation, petroleum and petroleum products, asbestos and polychlorinated biphenyls.

“Improvement(s)” means all buildings, improvements and structures, or any portion thereof, now or hereafter located on any portion of either or both Parcels.

“Indemnified Party” means an Owner entitled to be indemnified pursuant to Section 4.2 of this Agreement.

“Indemnifying Party” means an Owner required to indemnify another Owner pursuant to Section 4.2 of this Agreement.

“Industrial Water” means non-potable, untreated water supplied to either Parcel from the mine de-watering systems on the Cement Parcel.

“LBM” has the meaning given to such term in the first paragraph of this Agreement.

“Lime” means the product that is the result of the mining, crushing and grinding of limestone, and heating it in kilns at high temperatures. The term “Lime” includes, but is not limited to, quicklime, dolomitic lime and hydrated lime.

“Lime Credits” has the meaning given to such term in Section 3.3(b)(i) of this Agreement.

“Lime Parcel” has the meaning given to such term in the recitals of this Agreement.

“Lime Parcel Coal and Coke Storage Area Non-Domestic Liquid Waste Drainage System Easement” has the meaning given to such term in Section 2.1.4(a) of this Agreement.

“Lime Parcel Conveyor Belt #1 Easement” has the meaning given to such term in Section 2.1.3(d) of this Agreement.

“Lime Parcel Conveyor Belts #9 through #13 Easement” has the meaning given to such term in Section 2.1.3(g) of this Agreement.

“Lime Parcel Crushers and Screens Conveyor Belt Easement” has the meaning given to such term in Section 2.1.3(f) of this Agreement.

“Lime Parcel Crushers and Screens Easements” has the meaning given to such term in Section 2.1.3(e) of this Agreement.

“Lime Parcel Crushers and Screens Non-Domestic Liquid Waste Drainage System Easement” has the meaning given to such term in Section 2.1.4(b) of this Agreement.

“Lime Parcel Electrical Equipment” means Electrical Equipment which is owned by the Lime Parcel Owner and used in connection with (a) the direct supply of electrical current to the Lime Plant and/or related equipment owned by the Lime Parcel Owner on the Lime Parcel or the Cement Parcel, and/or (b) the indirect supply of electrical current to the maintenance shop and the quarry pumps which are a part of the Cement Facility and are located on the Cement Parcel. Notwithstanding anything to the contrary contained herein, Lime Parcel Electrical Equipment shall specifically exclude all Cement Parcel Main Electrical Equipment and all Cement Parcel Branch Electrical Equipment.

“Lime Parcel Extended Coal and Coke Conveyor Belt Easement” has the meaning given to such term in Section 2.1.3(a) of this Agreement.

“Lime Parcel Extended Drainage Easements” has the meaning given to such term in Section 2.1.4 of this Agreement.

“Lime Parcel Extended Electricity Easements” has the meaning given to such term in Section 2.1.2(a) of this Agreement.

“Lime Parcel Extended Industrial Water Delivery Easement” has the meaning given to such term in Section 2.1.2(b) of this Agreement.

“Lime Parcel Extended Operational Easements” has the meaning given to such term in Section 2.1.3 of this Agreement.

“Lime Parcel Extended Utility Easements” has the meaning given to such term in Section 2.1.2 of this Agreement.

“Lime Parcel Industrial Water Distribution Equipment” means existing or replacement Industrial Water distribution equipment (including, without limitation, existing or replacement piping, valves, pumps, gauges, meters, safety equipment and associated and ancillary equipment), which equipment is owned by the Lime Parcel Owner and is used in connection with the supply of Industrial Water to the Lime Plant and/or the Cement Facility.

“Lime Parcel MCC and Control Room Easements” has the meaning given to such term in Section 2.1.3(h) of this Agreement.

“Lime Parcel Natural Gas Distribution Equipment” means any existing or replacement natural gas distribution equipment (including, without limitation, existing or replacement piping, valves, pumps, gauges, meters, safety equipment and associated and ancillary equipment), which equipment is owned by the Lime Parcel Owner and is used in connection with the supply of natural gas to the Lime Plant and/or the Cement Facility.

“Lime Parcel Natural Gas Easement” has the meaning given to such term in Section 2.1.2(c) of this Agreement.

“Lime Parcel Non-Domestic Liquid Waste Drainage Systems” means existing or replacement Non-Domestic Liquid Waste canals, pipes, sewers and related drainage facilities owned by the Lime Parcel Owner located on either of the Parcels, as well as the washing screen pond and the holding pond located on the portion of the Lime Parcel described on Exhibit 2.2.4(a)(i) of the Master Easement Agreement.

“Lime Parcel Owner” means, collectively, the owner or owners, from time to time, of a fee interest in all or any portion of the Lime Parcel. The “Lime Parcel Owner” shall initially be deemed to be Peak.

“Lime Parcel Revised LKD Easement” has the meaning given to such term in Section 2.1.3(i) of this Agreement.

“Lime Parcel Stacking Tube and Storage Easement” has the meaning given to such term in Section 2.1.3(b) of this Agreement.

“Lime Parcel Underground Conveyor Belt, Feeders and Tunnel Easement” has the meaning given to such term in Section 2.1.3(c) of this Agreement.

“Lime Plant” means the Lime production facility located on the Lime Parcel, together with related equipment, fixtures and Improvements located on certain of the Easement Areas and certain of the easement areas granted pursuant to the Master Easement Agreement.

“Lime-Related Raw Material Stockpiles” has the meaning given to such term in Section 2.1.3(b) of this Agreement.

“Limestone Scalping Screen” has the meaning given to such term in Section 2.1.3(e) of this Agreement.

“LKD” has the meaning given to such term in Section 2.1.3(i) of this Agreement.

“Losses” means all liens, claims, losses, direct damages and costs (including, without limitation, the reasonable fees and expenses of counsel).

“Maintenance” or **“Maintain”** means the maintenance (including, without limitation, the removal of snow, ice and debris as is reasonably necessary under the circumstances), repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, landscaping, painting, repainting, striping, restriping, installation, reconstruction, restoration and replacement when necessary or desirable of any Easement Area, including the right of access to such Easement Area, subject, however, to any limitations set forth elsewhere in this Agreement.

“Maintenance Services” has the meaning given to such term in Section 3.1 of this Agreement.

“Master Easement Agreement” means that certain Master Easement Agreement, dated as of December 31, 2001, by and among the Peak, Eastern Lime and LBM, which agreement (a) among other things, creates certain easements burdening the Cement Parcel and the Lime Parcel, and (b) was recorded at Instrument #2002-00007, in the Probate Office of Shelby County, Alabama.

“MCC and Control Rooms” has the meaning given to such term in Section 2.1.3(h) of this Agreement.

“Negotiating Representative(s)” has the meaning given to such term in Section 7.2(a) of this Agreement.

“Net Maintenance Services Amount” has the meaning given to such term in Section 3.3(b)(i) of this Agreement.

“New Lime Stacking Tubes” has the meaning given to such term in Section 2.1.3(b) of this Agreement.

“New Requirement” has the meaning given to such term in Section 9.7(d)(ii) of this Agreement.

“Non-Domestic Liquid Waste” means liquid waste discharged as a result of the processes performed at the Lime Plant or Cement Facility, as applicable, which waste meets the specifications and protocols set forth in the Site Services Agreement. For the avoidance of doubt, “Non-Domestic Liquid Waste” shall not include any waste classified as “Domestic Liquid Waste.”

“Nordberg Secondary Crusher” has the meaning given to such term in Section 2.1.3(e) of this Agreement.

“Owner(s)” means individually each of the Cement Parcel Owner and the Lime Parcel Owner, and collectively, all such owners.

“Parcel(s)” means individually each of the Cement Parcel and the Lime Parcel, and collectively, all such parcels, as such parcels may be subdivided in the future.

“Permit(s)” means all permits, licenses, approvals, authorizations, consents, exemptions, waivers, variances, certifications or filings with, or required by, any Governmental Body in connection with the ownership and/or operation of the Lime Plant or the Cement Facility, as the case may be. “Permits” shall include, but not be limited to: (i) environmental permits; (ii) sewer permits; (iii) construction permits; (iv) occupancy and operating permits; and (v) regulatory licenses, certifications, approvals and filings.

“Person” means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Position Notice” has the meaning given to such term in Section 7.2(a) of this Agreement.

“Primary Screens” has the meaning given to such term in Section 2.1.3(e) of this Agreement.

“Providing Owner” means the Owner providing a Maintenance Service for or on behalf of the other Owner hereunder.

“Receiving Owner” means the Owner for which a Maintenance Service is being provided by the other Owner hereunder.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including, without limitation, the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substances.

“Roberta Wastewater Permit” has the meaning given to such term in Section 2.11(a) of this Agreement.

“Routine Shutdown” has the meaning given to such term in Section 6.1(a) of this Agreement.

“Secondary Screens” has the meaning given to such term in Section 2.1.3(e) of this Agreement.

“Site Services Agreement” means that certain Site Services Agreement, dated as of September 27, 2001, by and between LBM and Peak Investments, L.L.C., which agreement has been assigned by Peak Investments, L.L.C. to Peak.

“Telesmith Tertiary Crusher” has the meaning given to such term in Section 2.1.3(e) of this Agreement.

“Third Party Arbitrator” has the meaning given to such term in Section 7.2(a) of this Agreement.

“Third Party Claim” has the meaning given to such term in Section 4.2(b) of this Agreement.

“Underground Conveyor Belt” has the meaning given to such term in Section 2.1.3(c) of this Agreement.

“Underground Conveyor Belt Feeders” has the meaning given to such term in Section 2.1.3(c) of this Agreement.

“Underground Conveyor Belt Tunnel” has the meaning given to such term in Section 2.1.3(c) of this Agreement.

1.2 Interpretation. Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms “hereof,” “herein,” “hereby,” “hereto,” and similar words refer to this entire Agreement and not to any particular Article, Section, Clause, Exhibit or Schedule or any subdivision of this Agreement; (d) references to “Article,” “Section,” “Clause,” “Exhibit” or “Schedule” are to the Articles, Sections, Clauses, Exhibits and Schedules, respectively of this Agreement; (e) the words “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not such words are followed by such phrases or phrases of like import; and (f) references to “this Agreement” or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

ARTICLE II EASEMENTS

2.1 Lime Parcel Easements. The following easements are hereby granted by the Cement Parcel Owner for the benefit of the Lime Parcel Owner and burden the Cement Parcel, and are in addition to the Easement granted by the Cement Parcel Owner to the Lime Parcel Owner which is set forth in Section 2.2.3(a)(ii) below.

2.1.1 [Intentionally Omitted]

2.1.2 Lime Parcel Extended Utility Easements. The Cement Parcel Owner hereby grants to the Lime Parcel Owner, on the terms and subject to the conditions set forth in this Agreement, the following easements and rights-of-way upon, over, across and under the land, property and Improvements of the Cement Parcel, as more particularly described in this Section 2.1.2, to have and to hold by the Lime Parcel Owner in common with the Cement Parcel Owner, for use by the Lime Parcel Owner solely for the purposes set forth below (the “Lime Parcel Extended Utility Easements”):

(a) Lime Parcel Extended Electricity Easements. (i) Perpetual, non-exclusive easements and rights-of-way upon, over, across and under those portions of the Cement Parcel described on Exhibit 2.1.2(a), for the purpose of owning, operating and Maintaining the Lime Parcel Electrical Equipment which is on, over, across and under such portions of the Cement Parcel (the “Lime Parcel Extended Electricity Easements”).

(ii) Notwithstanding anything to the contrary contained in the foregoing Section 2.1.2(a)(i), the Cement Parcel Owner hereby reserves the right for the Cement Parcel Owner to access the Easement Area relating to the Lime Parcel Extended Electricity Easements to operate and Maintain the Lime Parcel Electrical Equipment located or to be located thereon only if, for so long as and to the extent that: (A) the Lime Parcel Owner fails to operate or Maintain such Lime Parcel Electrical Equipment in accordance with the Site Services Agreement; (B) such failure causes or will imminently cause a material adverse effect with respect to the Cement Facility; and (C) the operation or Maintenance by the Cement Parcel Owner of such Lime Parcel Electrical Equipment is necessary for the operation of the Cement Facility.

(b) Lime Parcel Extended Industrial Water Delivery Easement. (i) Perpetual, non-exclusive easements and rights-of-way upon, over, across and under those portions of the Cement Parcel described on Exhibit 2.1.2(b), for the purpose of owning, operating and Maintaining existing or replacement Lime Parcel Industrial Water Distribution Equipment which is located on or under such portions of the Cement Parcel (the “Lime Parcel Extended Industrial Water Delivery Easement”).

(ii) Notwithstanding anything to the contrary contained in the foregoing Section 2.1.2(b)(i), the Cement Parcel Owner hereby reserves the right for the Cement Parcel Owner to access the Easement Area relating to the Lime Parcel Extended Industrial Water Delivery Easement to operate and Maintain the Lime Parcel Industrial Water Distribution Equipment located or to be located thereon only if, for so long as and to the extent that: (A) the Lime Parcel Owner fails to operate or Maintain such Lime Parcel Industrial Water Distribution Equipment in accordance with the Site Services Agreement; (B) such failure causes or will imminently cause a material adverse effect with respect to the Cement Facility; and (C) the operation or Maintenance by the Cement Parcel Owner of such Lime Parcel Industrial Water Distribution Equipment is necessary for the operation of the Cement Facility.

(c) Lime Parcel Natural Gas Easement. (i) Perpetual, non-exclusive easements and rights-of-way upon, over, across and under those portions of the Cement Parcel described on Exhibit 2.1.2(c), for the purpose of owning, operating and Maintaining Lime Parcel Natural Gas Distribution Equipment located on or under such portions of the Cement Parcel (the “Lime Parcel Natural Gas Easement”).

(ii) Notwithstanding anything to the contrary contained in the foregoing Section 2.1.2(c)(i), (x) the Cement Parcel Owner hereby reserves the right for the Cement Parcel Owner to access the Easement Area relating to the Lime Parcel Natural Gas Easement, and (y) the Lime Parcel Owner hereby grants to the Cement Parcel Owner, on the terms and subject to the conditions set forth in this Agreement, to have and to hold by the Cement Parcel Owner in common with the Lime Parcel Owner, a limited-term (as set forth in Section 2.3 below), conditional-use, non-exclusive easement and right of way upon, over, across, through and under any portions of the Lime Parcel Natural Gas Distribution Equipment which are located on the Cement Parcel, in each case, to operate and Maintain the Lime Parcel Natural Gas Distribution Equipment located or to be located thereon only if, for so long as and to the extent that: (A) the Lime Parcel Owner fails to operate or Maintain such Lime Parcel Natural Gas Distribution Equipment in accordance with the Site Services Agreement; (B) such failure causes or will imminently cause a material adverse effect with respect to the Cement Facility; and (C) the operation or Maintenance by the Cement Parcel Owner of such Lime Parcel Natural Gas Distribution Equipment is necessary for the operation of the Cement Facility.

2.1.3 Lime Parcel Extended Operational Easements. The Cement Parcel Owner hereby grants to the Lime Parcel Owner, on the terms and subject to the conditions set forth in this Agreement, the following easements and rights-of-way upon, over and across the land, property and Improvements of the Cement Parcel, as more particularly described in this Section 2.1.3, to have and to hold by the Lime Parcel Owner in common with the Cement Parcel Owner, for use by the Lime Parcel Owner solely for the purposes set forth below (collectively, the “Lime Parcel Extended Operational Easements”):

(a) Lime Parcel Extended Coal and Coke Conveyor Belt Easement. (i) A perpetual, non-exclusive easement and right-of-way upon, over and across that portion of the Cement Parcel described on Exhibit 2.1.3(a), for the purpose of owning, operating and Maintaining the sections of the existing conveyor belts commonly known as the “coal and coke conveyor belts” or any replacement therefor, as well as any existing or replacement support piers, foundations, and associated and ancillary equipment relating thereto (collectively, the “Extended Coal and Coke Conveyor Belts”), in each case, which are owned by the Lime

Parcel Owner and are located on such portion of the Cement Parcel (the “Lime Parcel Extended Coal and Coke Conveyor Belt Easement”).

(ii) Notwithstanding anything to the contrary contained in this Section 2.1.3(a), (x) the Cement Parcel Owner hereby reserves the right for the Cement Parcel Owner to access the Easement Area relating to the Lime Parcel Extended Coal and Coke Conveyor Belt Easement, and (y) the Lime Parcel Owner hereby grants to the Cement Parcel Owner, on the terms and subject to the conditions set forth in this Agreement, to have and to hold by the Cement Parcel Owner in common with the Lime Parcel Owner, a perpetual, conditional use, non-exclusive easement and right of way upon, over, across, under and in any portions of the Extended Coal and Coke Conveyor Belts, to Maintain the Extended Coal and Coke Conveyor Belts, in each case, only if, for so long as and to the extent that (A) the Lime Parcel Owner fails to Maintain the same in accordance with Section 3.1(b) of this Agreement, (B) such failure causes or will imminently cause a material adverse effect with respect to the Cement Facility, and (C) such operation or Maintenance by the Cement Parcel Owner is necessary for the operation of the Cement Facility.

(b) Lime Parcel Stacking Tube and Storage Easement. (i) A perpetual, exclusive (except as set forth below) easement and right-of-way upon, over and across that portion of the Cement Parcel described on Exhibit 2.1.3(b), for the purpose of (i) owning, operating and Maintaining the existing stacking tubes (including, without limitation, existing foundations therefor and associated and ancillary equipment), or any replacements therefor (collectively, the “New Lime Stacking Tubes”), which stacking tubes are owned by the Lime Parcel Owner and are located on such portion of the Cement Parcel, and (ii) storing Lime-related raw materials for the Lime Plant in stockpiles (collectively, the “Lime-Related Raw Material Stockpiles”) located on such portion of the Cement Parcel (the “Lime Parcel Stacking Tube and Storage Easement”).

(ii) Notwithstanding anything to the contrary contained in this Section 2.1.3(b), (x) the Cement Parcel Owner hereby reserves the right for the Cement Parcel Owner to access the Easement Area relating to the Lime Parcel Stacking Tube and Storage Easement, and (y) the Lime Parcel Owner hereby grants to the Cement Parcel Owner, on the terms and subject to the conditions set forth in this Agreement, to have and to hold by the Cement Parcel Owner in common with the Lime Parcel Owner, a perpetual, conditional use, non-exclusive easement and right of way upon, over, across, under and in any portions of the New Lime Stacking Tubes and the Lime-Related Material Stockpiles, in each case, to operate and Maintain the New Lime Stacking Tubes and the Lime-Related Material Stockpiles, in each case, only if, for so long as and to the extent that (A)

the Lime Parcel Owner fails to operate or Maintain the same in accordance with Section 3.1(a)(ii) of this Agreement, (B) such failure causes or will imminently cause a material adverse effect with respect to the Cement Facility, and (C) such operation or Maintenance by the Cement Parcel Owner is necessary for the operation of the Cement Facility.

(iii) Notwithstanding anything to the contrary contained in this Section 2.1.3(b), the Cement Parcel Owner hereby reserves the right for the Cement Parcel Owner to access the Easement Area relating to the Lime Parcel Stacking Tube and Storage Easement to own, operate and Maintain any sub-surface, utility-related equipment serving the Cement Facility, located, as of the date hereof, under the Easement Area relating to the Lime Parcel Stacking Tube and Storage Easement (or any replacement therefor).

(c) Lime Parcel Underground Conveyor Belt, Feeders and Tunnel Easement. A perpetual, non-exclusive easement and right-of-way upon, over, under and across that portion of the Cement Parcel described on Exhibit 2.1.3(c), for the purpose of owning, operating and Maintaining: (i) the existing conveyor belt commonly known as “conveyor belt #437” or any replacement therefor, as well as any existing or replacement support piers, foundations, and associated and ancillary equipment relating thereto (collectively, the “Underground Conveyor Belt”), which Underground Conveyor Belt is owned by the Lime Parcel Owner and is located on such portion of the Cement Parcel; (ii) the feeders and associated equipment, or any replacements therefor (collectively, the “Underground Conveyor Belt Feeders”) feeding Lime-related raw material from the Lime-Related Raw Material Stockpiles onto the Underground Conveyor Belt, which Underground Conveyor Belt Feeders are owned by the Lime Parcel Owner and are located on such portion of the Cement Parcel; and (iii) the tunnel through which the Underground Conveyor Belt or any replacement therefor travels, as well as any existing or replacement associated and ancillary structural elements relating thereto (collectively, the “Underground Conveyor Belt Tunnel”), which Underground Conveyor Belt Tunnel is located on such portion of the Cement Parcel (the “Lime Parcel Underground Conveyor Belt, Feeders and Tunnel Easement”).

(d) Lime Parcel Conveyor Belt #1 Easement. A perpetual, non-exclusive easement and right-of-way upon, over and across that portion of the Cement Parcel described on Exhibit 2.1.3(d), for the purpose of owning, operating and Maintaining the existing conveyor belt commonly known as “conveyor belt #1” or any replacement therefor, as well as any existing or replacement support piers, foundations, and associated and ancillary equipment relating thereto (collectively, “Conveyor Belt #1”), which Conveyor Belt #1 is owned by the Lime

Parcel Owner and is located on such portion of the Cement Parcel (the "Lime Parcel Conveyor Belt #1 Easement").

(e) Lime Parcel Crushers and Screens Easements. A perpetual, non-exclusive easement and right-of-way upon, over and across that portion of the Cement Parcel described on Exhibit 2.1.3(e), for the purpose of owning, operating and Maintaining: (i) the existing Nordberg secondary crusher (including, without limitation, existing support piers and foundations therefor, structures housing the same and associated and ancillary equipment relating thereto), or any replacements therefor (collectively, the "Nordberg Secondary Crusher"); (ii) the existing Telesmith tertiary crusher (including, without limitation, existing support piers and foundations therefor, structures housing the same and associated and ancillary equipment relating thereto), or any replacements therefor (collectively, the "Telesmith Tertiary Crusher"); (iii) the existing limestone scalping screen (including, without limitation, existing support piers and foundations therefor, structures housing the same and associated and ancillary equipment relating thereto), or any replacements therefor (collectively, the "Limestone Scalping Screen"); (iv) the two existing primary screens (including, without limitation, existing support piers and foundations therefor, structures housing the same and associated and ancillary equipment relating thereto), or any replacements therefor (collectively, the "Primary Screens"); and (v) the four existing secondary screens (including, without limitation, existing support piers and foundations therefor, structures housing the same and related and ancillary equipment relating thereto), or any replacements therefor (collectively, the "Secondary Screens"), in each case, which are owned by the Lime Parcel Owner and are located on such portion of the Cement Parcel (the "Lime Parcel Crushers and Screens Easements").

(f) Lime Parcel Crushers and Screens Conveyor Belt Easement. A perpetual, non-exclusive easement and right-of-way upon, over and across that portion of the Cement Parcel described on Exhibit 2.1.3(f), for the purpose of owning, operating and Maintaining the existing conveyor belts commonly known as "conveyor belt #3," "conveyor belt #5," "conveyor belt #6," "conveyor belt #7," "conveyor belt #8" and "conveyor belt #146," or any replacements therefor, as well as any existing or replacement support piers, foundations, and associated and ancillary equipment relating thereto (collectively, the "Crushers and Screens Conveyor Belts"), which Crushers and Screens Conveyor Belts are owned by the Lime Parcel Owner and are located on such portion of the Cement Parcel (the "Lime Parcel Crushers and Screens Conveyor Belt Easement").

(g) Lime Parcel Conveyor Belts #9 through #13 Easement. A perpetual, non-exclusive easement and right-of-way upon, over and across that portion of the Cement Parcel described on Exhibit 2.1.3(g), for the purpose of

owning, operating and Maintaining the existing conveyor belts commonly known as “conveyor belt #9,” “conveyor belt #10,” “conveyor belt #11,” “conveyor belt #12” and “conveyor belt #13” or any replacement therefor, as well as any existing or replacement support piers, foundations, and associated and ancillary equipment relating thereto (collectively, “Conveyor Belts #9 through #13”), which Conveyor Belts #9 through #13 are owned by the Lime Parcel Owner and are located on such portion of the Cement Parcel (the “Lime Parcel Conveyor Belts #9 through #13 Easement”).

(h) Lime Parcel MCC and Control Room Easements. (i) A perpetual, non-exclusive easement and right-of-way upon, over, across, under and in that portion of the Cement Parcel described on Exhibit 2.1.3(h), for the purpose of operating and Maintaining the existing MCC and electrical control rooms or any replacements therefor, as well as any existing or replacement structures forming a part thereof or any existing or replacement Electrical Equipment and control equipment serving the Lime Plant or other machinery owned and/or operated by the Lime Parcel Owner located therein (collectively, the “MCC and Control Rooms”), which MCC and Control Rooms are owned by the Lime Parcel Owner and are located on such portion of the Cement Parcel (the “Lime Parcel MCC and Control Room Easements”).

(ii) Notwithstanding anything to the contrary contained in this Section 2.1.3(h), (x) the Cement Parcel Owner hereby reserves the right for the Cement Parcel Owner to access the Easement Area relating to the Lime Parcel MCC and Control Room Easements, and (y) the Lime Parcel Owner hereby grants to the Cement Parcel Owner, on the terms and subject to the conditions set forth in this Agreement, to have and to hold by the Cement Parcel Owner in common with the Lime Parcel Owner, a perpetual, conditional use, non-exclusive easement and right of way upon, over, across, under and in any portions of the MCC and Control Rooms, in each case, to operate and Maintain the MCC and Control Rooms, in each case, only if, for so long as and to the extent that (A) the Lime Parcel Owner fails to operate or Maintain the same in accordance with Section 3.1(a)(i) of this Agreement, (B) such failure causes or will imminently cause a material adverse effect with respect to the Cement Facility, and (C) such operation or Maintenance by the Cement Parcel Owner is necessary for the operation of the Cement Facility.

(iii) Notwithstanding anything to the contrary contained in this Section 2.1.3(h), the Cement Parcel Owner hereby reserves the right for the Cement Parcel Owner to access the Easement Area relating to the Lime Parcel MCC and Control Room Easements to own, operate and Maintain any existing Electrical Equipment and control equipment serving the Cement Facility or other

machinery owned and/or operated by the Cement Parcel Owner, which equipment or machinery is located in the Easement Area relating to the Lime Parcel MCC and Control Room Easements (or any replacement for such equipment).

(i) Lime Parcel Revised LKD Easement. A perpetual, non-exclusive easement and right-of-way upon, over and across that portion of the Cement Parcel described on Exhibit 2.1.3(i), for the purpose of owning and Maintaining the existing or a replacement system (including, without limitation, existing or replacement piping, valves, support piers, foundations, joints and associated and ancillary equipment, but specifically excluding any dust collection equipment at the discharge end of such system) that conveys lime kiln dust (“LKD”) from the LKD tank on the Lime Parcel to the Cement Parcel, which system is owned by the Lime Parcel Owner and is located on such portion of the Cement Parcel (the “Lime Parcel Revised LKD Easement”).

2.1.4 Lime Parcel Extended Drainage Easements. The Cement Parcel Owner hereby grants to the Lime Parcel Owner, on the terms and subject to the conditions set forth in this Agreement, the following easements and rights-of-way upon, over and across the land, property and Improvements of the Cement Parcel, as more particularly described in this Section 2.1.4, to have and to hold by the Lime Parcel Owner in common with the Cement Parcel Owner, for use by the Lime Parcel Owner solely for the purposes set forth below (the “Lime Parcel Extended Drainage Easements”):

(a) Lime Parcel Coal and Coke Storage Area Non-Domestic Liquid Waste Drainage System Easement. (i) A limited-term (as set forth in Section 2.3 below), non-exclusive easement and right-of-way upon, over, across and under those portions of the Cement Parcel described on Exhibit 2.1.4(a) (and the portions of the Cement Parcel Non-Domestic Liquid Waste Drainage Systems located thereon or thereunder), for the purpose of discharging, attenuating, retaining, treating and transporting Non-Domestic Liquid Waste and storm and surface water relating to the Coal and Coke Storage Area via the Cement Parcel Non-Domestic Liquid Waste Drainage Systems (the “Lime Parcel Coal and Coke Storage Area Non-Domestic Liquid Waste Drainage System Easement”).

(ii) Notwithstanding anything to the contrary contained in the foregoing Section 2.1.4(a)(i), the discharge, attenuation, retention, treatment and transportation of Non-Domestic Liquid Waste and storm and surface water in, through, over or on the Easement Area relating to the Lime Parcel Coal and Coke Storage Area Non-Domestic Liquid Waste Drainage System Easement shall be permitted only in accordance with Section 2.11 below.

(b) Lime Parcel Crushers and Screens Non-Domestic Liquid Waste Drainage System Easement. (i) A perpetual, non-exclusive easement and right-of-way upon, over, across and under those portions of the Cement Parcel described on Exhibit 2.1.4(b) (and the portions of the Cement Parcel Non-Domestic Liquid Waste Drainage Systems located thereon or thereunder), for the purpose of discharging, attenuating, retaining, treating and transporting Non-Domestic Liquid Waste and storm and surface water relating to the Crushers and Screens via the Cement Parcel Non-Domestic Liquid Waste Drainage Systems (the “Lime Parcel Crushers and Screens Non-Domestic Liquid Waste Drainage System Easement”).

(ii) Notwithstanding anything to the contrary contained in the foregoing Section 2.1.4(b)(i), the discharge, attenuation, retention, treatment and transportation of Non-Domestic Liquid Waste and storm and surface water upon, over, across and under the Easement Area relating to the Lime Parcel Crushers and Screens Non-Domestic Liquid Waste Drainage System Easement shall be permitted only in accordance with Section 2.11 below.

2.2 Cement Parcel Easements. The following easements are hereby granted by the Lime Parcel Owner for the benefit of the Cement Parcel Owner and burden the Lime Parcel, and are in addition to the Easements granted by the Lime Parcel Owner to the Cement Parcel Owner which are set forth in Sections 2.1.2(c)(ii), 2.1.3(a)(ii), 2.1.3(b)(ii) and 2.1.3(h)(ii) above.

2.2.1 [Intentionally Omitted]

2.2.2 Cement Parcel Revised Utility Easement. The Lime Parcel Owner hereby grants to the Cement Parcel Owner, on the terms and subject to the conditions set forth in this Agreement, the following easement and right-of-way upon, over, across and under the land, property and Improvements of the Lime Parcel, as more particularly described in this Section 2.2.2, to have and to hold by the Cement Parcel Owner in common with the Lime Parcel Owner, for use by the Cement Parcel Owner solely for the purposes set forth below:

(a) Cement Parcel Revised Natural Gas Easements. (i) A perpetual, non-exclusive easement and right-of-way upon, over, across and under those portions of the Lime Parcel described on Exhibit 2.2.2(a), for the purpose of owning, operating and Maintaining Cement Parcel Natural Gas Distribution Equipment located on or under such portions of the Lime Parcel (the “Cement Parcel Revised Natural Gas Easements”).

(ii) Notwithstanding anything to the contrary contained in the foregoing Section 2.2.2(a)(i), the Lime Parcel Owner hereby reserves the right for the Lime Parcel Owner to access the Easement Area relating to the Cement Parcel

Revised Natural Gas Easements to operate and Maintain the Cement Parcel Natural Gas Distribution Equipment located or to be located thereon, only if, for so long as and to the extent that: (A) the Cement Parcel Owner fails to operate or Maintain such Cement Parcel Natural Gas Distribution Equipment in accordance with the Site Services Agreement; (B) such failure causes or will imminently cause a material adverse effect with respect to the Lime Plant; and (C) the operation or Maintenance by the Lime Parcel Owner of such Cement Parcel Natural Gas Distribution Equipment is necessary for the operation of the Lime Plant.

2.2.3 Cement Parcel Extended Operational Easements. The Lime Parcel Owner hereby grants to the Cement Parcel Owner, on the terms and subject to the conditions set forth in this Agreement, the following easements and rights-of-way upon, over and across the land, property and Improvements of the Lime Parcel, as more particularly described in this Section 2.2.3, to have and to hold by the Cement Parcel Owner in common with the Lime Parcel Owner, for use by the Cement Parcel Owner solely for the purposes set forth below (the “Cement Parcel Extended Operational Easements”):

(a) Cement Parcel Clinker Conveyor Belt Easement. (i) A perpetual, non-exclusive easement and right-of-way upon, over and across the Extended Coal and Coke Conveyor Belts, for the purpose of owning, operating and Maintaining the existing conveyor belt commonly known as “the clinker conveyor belt” or any replacement therefor, as well as any existing or replacement support piers, foundations, and associated and ancillary equipment relating thereto (the “Clinker Conveyor Belt”), which conveyor belt and related piers, foundations and equipment are owned by the Cement Parcel Owner (the “Cement Parcel Clinker Conveyor Belt Easement”).

(ii) Notwithstanding anything to the contrary contained in this Section 2.2.3(a), (x) the Lime Parcel Owner hereby reserves the right for the Lime Parcel Owner to access the Easement Area relating to the Cement Parcel Clinker Conveyor Belt Easement, and (y) the Cement Parcel Owner hereby grants to the Lime Parcel Owner, on the terms and subject to the conditions set forth in this Agreement, to have and to hold by the Lime Parcel Owner in common with the Cement Parcel Owner, a perpetual, conditional use, non-exclusive easement and right of way upon, over, across, under and in any portions of the Clinker Conveyor Belt, to Maintain the Clinker Conveyor Belt, in each case, only if, for so long as and to the extent that (A) the Cement Parcel Owner fails to Maintain the same in accordance with Section 3.1(c) of this Agreement, (B) such failure causes or will imminently cause a material adverse effect with respect to the Lime Plant, and (C) such operation or Maintenance by the Lime Parcel Owner is necessary for the operation of the Lime Plant.

(b) Cement Parcel Conveyor Belts #418 and #420 Easement. A perpetual, non-exclusive easement and right-of-way upon, over and across the New Lime Stacking Tubes, for the purpose of owning, operating and Maintaining the existing conveyor belts commonly known as “conveyor belt #418” and “conveyor belt #420” or any replacements therefor, as well as any existing or replacement support piers, foundations, and associated and ancillary equipment relating thereto, which conveyor belts and related piers, foundations and equipment are owned by the Cement Parcel Owner (the “Cement Parcel Conveyor Belts #418 and #420 Easement”).

(c) Cement Parcel Conveyor Belts #2, #4, #21, #22, #28, #447 and #453 Easement. A perpetual, non-exclusive easement and right-of-way upon, over, under and across the Underground Conveyor Belt, the Underground Conveyor Feeders, the Underground Conveyor Belt Tunnel, Conveyor Belt #1, the Nordberg Secondary Crusher, the Telesmith Tertiary Crusher, the Limestone Scalping Screen, the Primary Screens, the Secondary Screens, the Crushers and Screens Conveyor Belts, and Conveyor Belts #9 through #13, for the purpose of owning, operating and Maintaining the existing conveyor belts commonly known as “conveyor belt #2,” “conveyor belt #4,” “conveyor belt #21,” “conveyor belt #22,” “conveyor belt #28,” “conveyor belt #447” and “conveyor belt #453” or any replacements therefor, as well as any existing or replacement support piers, foundations, and associated and ancillary equipment relating thereto (including, without limitation, the existing dump hopper relating to conveyor belt #28 or any replacement therefor), which conveyor belts, related piers, foundations and equipment are owned by the Cement Parcel Owner (the “Cement Parcel Conveyor Belts #2, #4, #21, #22, #447 and #453 Easement”).

2.3 Duration of Easements. (a) The duration of this Agreement and the Easements shall be perpetual. Notwithstanding anything to the contrary contained in the immediately preceding sentence, (i) the Lime Parcel Coal and Coke Storage Area Non-Domestic Liquid Waste Drainage System Easement shall be of no further force and effect and shall no longer burden the Cement Parcel immediately upon the occurrence of the Coal and Coke Storage Area Lease Agreement Termination Date, and (ii) the Easement benefiting the Cement Parcel set forth in Sections 2.1.2(c)(ii) hereof shall terminate automatically, shall be of no further force and effect and shall no longer burden the property of the Lime Parcel Owner which is burdened thereby immediately upon the termination of the Site Services Agreement.

(b) If and as any of the Easements granted hereunder terminate pursuant to the previous paragraph (a), each Owner shall execute all documentation reasonably necessary to confirm such termination (as determined in the reasonable discretion of the Owner of the Parcel burdened by such Easement). Such documentation shall, as applicable, be (i) in recordable form and (ii) recorded by the Owner of the Parcel burdened by such Easement in the applicable public records.

(c) (i) Within thirty (30) days following the termination of each of the applicable Easements in accordance with this Section 2.3, the Owner of the Parcel burdened by such Easement shall notify the Owner of the Parcel benefited by such Easement in writing whether such burdened Owner shall require such benefited Owner to remove from the applicable terminated Easement Area the equipment, fixtures, personal property and Improvements owned by such benefited Owner and located within the applicable terminated Easement Area. In the event that such burdened Owner so notifies such benefited Owner that the removal of such equipment, fixtures, personal property and Improvements shall be required, then, anything to the contrary in this Section 2.3 notwithstanding, the term of the applicable easements shall be extended for a reasonable period of time, not to exceed three hundred sixty five (365) days, during which period such benefited Owner shall remove, or cause to be removed, the applicable equipment, fixtures, personal property and Improvements from the applicable Easement Area.

(ii) All such removal work shall be performed (A) in a good and workmanlike manner, at the benefited Owner's sole cost and expense, (B) in reasonable coordination with the burdened Owner, (C) in a manner that shall not materially interfere with or cause material damage to any operations or equipment, fixtures, personal property and Improvements of the burdened Owner, (D) in a manner such that, following the completion of such removal, the applicable Easement Area shall be returned substantially to its condition immediately prior to the commencement of such removal, and (E) in a manner so as not to cause the creation of any mechanics', materialmans' or other types of liens to be placed on the Parcel or any Improvements and/or fixtures owned by the burdened Owner (and the benefited Owner shall indemnify and hold harmless the burdened Owner from and against any and all costs and expenses relating to any such lien or the discharge of the same by the burdened Owner, if applicable).

(iii) In the event that the benefited Owner fails to remove, or cause to be removed, the equipment, fixtures, personal property and Improvements owned by the benefited Owner and located in the applicable terminated Easement Areas, the burdened Owner shall have the right to remove, or cause to be removed, such equipment, fixtures, personal property and Improvements from the applicable terminated Easement Area, and the benefited Owner shall pay to the burdened Owner, on demand, the actual, reasonable cost of such removal.

2.4 Non-forfeiture or Reversion. Any obligations contained herein with regard to the Easements granted hereby shall be construed as covenants and not as conditions and any violation of any covenant shall not result in a forfeiture or reversion of the Easements granted herein or the property interests conveyed hereby.

2.5 Relocation of Easements. (a) Each Owner may, in its reasonable discretion, alter the location of any Easement granted herein which burdens the Parcel owned by such Owner, as such Owner shall deem reasonably necessary for the proper operation and Maintenance of its Parcel and the Improvements located thereon or thereunder; provided, however, that said Owner shall not relocate any Easement to a location on its Parcel that would adversely affect or cause any undue burden to any Parcel benefited by such Easement or the operations of the Owner of the Parcel benefited by such Easement, or that would require the Owner which owns any such benefited Parcel to move or relocate any portion of any Easement or any fixtures or Improvements on its Parcel; and provided, further, that any such relocation of an Easement: (i) is performed at the expense of the Owner of the Parcel burdened by such Easement (it being agreed that such burdened Owner shall, at the sole discretion of the Owner benefited by such Easement, also either (x) be responsible, at the burdened Owner's own expense, for relocating any equipment, fixtures, Improvements or other personal property which is owned by such benefited Owner and is located in the applicable Easement Area pursuant to and in connection with such Easement, or (y) reimburse such benefited Owner for any costs incurred by such benefited Owner in connection with its own relocation of any equipment, fixtures, Improvements or other personal property which is owned by such benefited Owner and is located in the applicable Easement Area pursuant to and in connection with such Easement); (ii) is performed only after not less than thirty (30) days' written notice to any Owner of a Parcel benefited by such Easement, which notice shall identify the proposed area to be affected by such work and the anticipated start date of such work; (iii) does not unreasonably interfere with or diminish the use and enjoyment of the easement rights afforded to each Owner of a Parcel benefited by such Easement; (iv) is conducted at such times as are, and pursuant to a schedule, approved in advance by any Owner of a Parcel benefited by such Easement (which approval shall not be unreasonably withheld, conditioned or delayed); and (v) does not adversely affect any Permit or other approval of any Governmental Body relating to the Parcels or any portion thereof.

(b) Notwithstanding anything contained in clause (ii) of the preceding paragraph (a), if the Owner of any Parcel benefited by an Easement, in its reasonable discretion, shall determine that the performance of work relating to the relocation of such Easement at the times indicated will unduly interfere with the conduct of such Owner's business, such Owner shall so notify the Owner of the Parcel burdened by such Easement no later than five (5) days following its receipt of such burdened Owner's notice, which notice shall set forth at least two (2) alternative time periods (commencing within thirty (30) days from the date of such burdened Owner's notice)

during which such work may be performed. Following such notification, the Owners shall endeavor to agree on a mutually convenient alternative time period for the performance of the applicable work.

2.6 Exercise of Rights Created by this Agreement. (a) In the exercise of any and all rights under this Agreement (including, without limitation, (1) the rights granted by the Cement Parcel Owner to the Lime Parcel Owner pursuant to the Lime Parcel Coal and Coke Storage Area Non-Domestic Liquid Waste Drainage System Easement and the Lime Parcel Crushers and Screens Non-Domestic Liquid Waste Drainage System Easement and Section 2.2.3(a)(ii)(y) above, (2) the rights granted by the Lime Parcel Owner to the Cement Parcel Owner pursuant to Sections 2.1.2(c)(ii)(y), 2.1.3(a)(ii)(y), 2.1.3(b)(ii)(y), and 2.1.3(h)(ii)(y) above, (3) the rights reserved by the Lime Parcel Owner pursuant to Sections 2.2.2(a)(ii) and 2.2.3(a)(ii)(x) above, and (4) the rights reserved by the Cement Parcel Owner pursuant to Sections 2.1.2(a)(ii), 2.1.2(b)(ii), 2.1.2(c)(ii)(x), 2.1.3(a)(ii)(x), 2.1.3(b)(ii)(x), 2.1.3(b)(iii), 2.1.3(h)(ii)(x), 2.1.3(h)(iii) above), each Owner shall cause the least disruption of and interference in the use, enjoyment, development and Maintenance of the Parcel burdened by the applicable Easement (and any fixtures, equipment, personal property or Improvements with respect to which rights of operation and Maintenance are granted to either Owner hereby) as is reasonably possible given the circumstance of the use and enjoyment of such Easement (or the exercise of such rights), shall exercise due care so as not to cause any damage to any property of another Owner, shall not materially interfere with the operation of the facilities of another Owner located on any Parcel, and shall not require the removal or relocation of any equipment, fixtures, personal property or Improvements located on any Parcel of another Owner. Each Owner benefiting from an Easement granted or a right reserved hereunder (including, without limitation, (1) the rights granted by the Cement Parcel Owner to the Lime Parcel Owner pursuant to the Lime Parcel Coal and Coke Storage Area Non-Domestic Liquid Waste Drainage System Easement and the Lime Parcel Crushers and Screens Non-Domestic Liquid Waste Drainage System Easement and Section 2.2.3(a)(ii)(y) above, (2) the rights granted by the Lime Parcel Owner to the Cement Parcel Owner pursuant to Sections 2.1.2(c)(ii)(y), 2.1.3(a)(ii)(y), 2.1.3(b)(ii)(y), and 2.1.3(h)(ii)(y) above, (3) the rights reserved by the Lime Parcel Owner pursuant to Sections 2.2.2(a)(ii) and 2.2.3(a)(ii)(x) above, and (4) the rights reserved by the Cement Parcel Owner pursuant to Sections 2.1.2(a)(ii), 2.1.2(b)(ii), 2.1.2(c)(ii)(x), 2.1.3(a)(ii)(x), 2.1.3(b)(ii)(x), 2.1.3(b)(iii), 2.1.3(h)(ii)(x), 2.1.3(h)(iii) above) covenants and agrees (i) to repair, at its own expense, any damage to any Parcel burdened by such Easement (or the fixtures, equipment, personal property and Improvements with respect to which rights of operation and Maintenance are granted to either Owner hereby), which damage is suffered by the Owner of such burdened Parcel as a result of the use and enjoyment of such Easement by the Owner of such benefiting Parcel (or by the Owner of such fixtures, equipment, personal property or Improvements as a result of the exercise of such rights by the Owner granted the same hereby), and (ii) in so repairing such Parcel (or such fixtures, equipment, personal property or Improvements), to use materials and craftsmanship having a quality at least equal to the quality of any damaged materials so as to cause the repaired item to be restored to substantially the same or better

condition than it was in immediately prior to such damage. No Owner of a Parcel benefited by an Easement granted hereunder shall have any interest (including, without limitation, a fee ownership interest) in the applicable Easement Area on the Parcel burdened by such Easement, other than the applicable easement interests granted herein and such Owner's ownership interest in any of its fixtures, equipment, personal property and Improvements located within such Easement Area, and the Owner of such burdened Parcel shall have the right to take any action it deems reasonably necessary to preserve its exclusive fee ownership of such Easement Areas. Except as otherwise specifically provided for herein, nothing contained herein shall be construed to permit any Owner of any Parcel burdened by an Easement granted hereunder to curtail, prohibit, restrict or otherwise limit the use and enjoyment of such Easement by any Owner of a Parcel benefited thereby.

2.7 Dedication of Easements. Any areas of any Parcel which are conveyed and dedicated to an appropriate Governmental Body for public street or other public purposes shall not be subject to this Agreement.

2.8 Reservation of Rights. Notwithstanding the Easements or other rights granted pursuant to this Agreement, each Owner shall have the following rights with respect to the Easement Areas which it owns:

(a) the right, as the applicable Owner deems reasonably appropriate from time to time, to set speed limits, to impose safety regulations and to impose other regulations and restrictions, provided that (x) notice of such limits, regulations and restrictions has previously been sent in writing to the Owner against whom such limits, regulations and restrictions are being enforced, and (y) such limits, regulations and restrictions are reasonably related to safe operations on the Parcel on which such Easement Area is located, and are uniformly applied to all Persons on such Parcel;

(b) the right to control access to such Easement Areas consistent with the procedures of the Owner of such Easement Areas, as such procedures are in place or modified or replaced from time to time, provided that (x) notice of such procedures has previously been sent in writing to the Owner to whom such procedures are being applied, and (y) such procedures are reasonably related to safe operations on the Parcel on which such Easement Area is located and are uniformly applied to all Persons on such Parcel (the foregoing to include, without limitation, the right to issue passes or other similar forms of identification to Persons using the applicable Easements);

(c) except in the case of the grant of any exclusive easements herein, the right to grant other non-exclusive easements and licenses within such Easement Areas to other Persons from time to time (provided that such non-exclusive easements do not materially interfere with the enjoyment of the benefits of the rights granted herein). Each Owner shall furnish any other Owner with copies of all relevant publicly available documents evidencing the grants of any such additional non-exclusive easements to other Persons within ten (10) Business Days after receiving a written request therefor from such Owner; and

(d) the right to use such Easement Areas for all purposes and at all times not inconsistent with the rights and privileges granted hereunder to any other Owner, including, but not limited to, the right to install on or under such Easement Area, and cross such Easement Areas with, at any time, and from time to time in the future, pipelines, utility lines and other similar facilities.

2.9 Limitation on Easements. Notwithstanding anything to the contrary contained herein, in no event shall any of the Easement Areas created hereunder be deemed at any time to include the portion of the Cement Parcel which is now, or shall hereafter be, used as a quarry. The Owners hereby agree and acknowledge that if (x) any portion of the Cement Parcel which is not, as of the date hereof, being used as a quarry shall hereafter be used as a quarry, and (y) such portion of the Cement Parcel shall include any Easement Area or portion of an Easement Area, then such Easement Area or portion of an Easement Area shall be relocated in accordance with Section 2.5 above.

2.10 Waiver. As among themselves, the Owners hereby waive all rights which they might now or hereafter have with respect to the Parcels under Ala. Code 1975 §10-5-3.

2.11 Receipt of Effluent. (a) The Owners acknowledge that, as of the date hereof, storm and surface water, Domestic Liquid Waste and Non-Domestic Liquid Waste (collectively, “Effluent”) from the Lime Parcel and the Cement Parcel are managed by the Cement Parcel Owner pursuant to the terms and conditions of the Cement Parcel Owner’s Alabama Department of Environmental Management NPDES Permit No. AL0024252 (as amended from time to time, the “Roberta Wastewater Permit”), which permit also covers other operations of the Cement Parcel Owner on the Parcels and will remain in the Cement Parcel Owner’s name after the date hereof. The Cement Parcel Owner shall manage Effluent that is delivered by the Lime Parcel Owner to the Cement Parcel Owner in accordance with the specifications and protocols set forth in Schedule B hereof; provided, however, that (i) subject to paragraph (b) below, in no event shall the Cement Parcel Owner be obligated to manage Effluent that does not conform to the specifications and protocols set forth in Schedule B, and (ii) in no event will the Lime Parcel Owner re-route or discharge Non-Domestic Liquid Waste or storm or surface water into the Domestic Liquid Waste system. Notwithstanding any provision of this Agreement to the contrary, the Cement Parcel Owner shall not be required to receive Effluent if acceptance or discharge thereof would be in violation of any Applicable Law relevant to the Cement Parcel

Owner, including the Roberta Wastewater Permit. The Cement Parcel Owner shall give the Lime Parcel Owner reasonable advance notice of any change to the Roberta Wastewater Permit that the Cement Parcel Owner anticipates will impact the discharge of Effluent. In the event that changes in Applicable Laws or the Roberta Wastewater Permit warrant changes to Schedule B, the Cement Parcel Owner and the Lime Parcel Owner shall negotiate in good faith to promptly accomplish such changes; provided, however, that the Lime Parcel Owner's consent to such changes shall not be unreasonably withheld.

(b) The Lime Parcel Owner acknowledges and agrees that it shall operate and maintain in good working order the Lime Plant (including all equipment owned by the Lime Parcel Owner located at the Lime Plant and the Lime Parcel Non-Domestic Liquid Waste Drainage Systems, as well as all portions of the Lime Parcel over which storm and surface water flows naturally and all existing or replacement canals, pipes, sewers and related facilities located on the Lime Parcel which transport storm and surface water, other than Non-Domestic Liquid Waste) and all other portions of the Lime Parcel that could adversely impact Effluent quality as necessary or prudent to ensure that Effluent delivered to the Cement Parcel Owner or otherwise discharged by the Lime Parcel Owner meets the specifications and protocol set forth in Schedule B. The Lime Parcel Owner and the Cement Parcel Owner shall comply with Applicable Laws and Permits that are applicable to their respective operations, irrespective of whether any such Permit is issued in the name of the Lime Parcel Owner or the Cement Parcel Owner, and shall not take any action that would cause the other Owner to fail to be in compliance with any Applicable Laws or Permits. The Lime Parcel Owner acknowledges that the Roberta Wastewater Permit, as the same may be renewed or amended, restricts changes to the Lime Parcel Owner's processes and the Lime Plant that materially affect the volume or composition of Effluent or that materially differ from the representations incorporated in the Roberta Wastewater Permit, and the Lime Parcel Owner shall notify the Cement Parcel Owner in advance of any such changes to the processes or the Lime Plant and shall not proceed with any such changes unless and until appropriate authorization is obtained from the Cement Parcel Owner (which authorization shall not be unreasonably withheld or delayed) and, if required, applicable Governmental Bodies, which authorization shall be sought at the Lime Parcel Owner's expense. In the event that the Cement Parcel Owner is required by Governmental Bodies to undertake a "toxicity reduction evaluation," a "biomonitoring" evaluation or any other such study or evaluation associated with Effluent generated on the Parcels, the Lime Parcel Owner will reasonably cooperate with such evaluation or study. The Lime Parcel Owner shall bear its pro rata share of the costs associated with such evaluation or study, based on the tonnage of Lime produced by the Lime Plant in proportion to the tonnage of Cement produced by the Cement Facility, unless the evaluation or study is to address only a pollutant discharged by the Cement Facility (in which case the Cement Parcel Owner shall bear the full cost) or only a pollutant discharged by the Lime Plant (in which case the Lime Parcel Owner shall bear the full cost).

(c) In the event that the Lime Parcel Owner delivers to the Cement Parcel Owner or otherwise discharges any Effluent that fails to meet the terms and conditions set forth in this Agreement, the Owner that first becomes aware of such nonconforming discharge shall forthwith notify the other Owner and the Lime Parcel Owner shall take all reasonable steps to prevent the further discharge of such nonconforming Effluent. The Lime Parcel Owner shall promptly reimburse the Cement Parcel Owner for all incremental costs, expenses, fees, fines and penalties, including costs and expenses incurred by the Cement Parcel Owner in handling and disposing of any such nonconforming Effluent, unless (i) the Cement Parcel Owner contributed to the generation of such nonconforming Effluent, in which case, each Owner shall bear its respective share of the incremental cost of handling and disposing of nonconforming Effluent, or (ii) such nonconforming Lime Effluent is solely a result of nonconforming discharge by the Cement Parcel Owner, in which case the Lime Parcel Owner shall not be responsible therefor. In addition, if the nonconforming Effluent poses a threat to the Parcels or constitutes a violation of Applicable Law, the Cement Parcel Owner may, upon prior notice to the Lime Parcel Owner, stop providing Effluent services under this Agreement until the Cement Parcel Owner is reasonably satisfied in good faith that future discharges by the Lime Parcel Owner will meet the specifications and protocol set forth in Schedule B and comply with Applicable Laws; provided, however, that the Cement Parcel Owner shall attempt to resolve the problem through good faith discussions with the Lime Parcel Owner before ceasing the receipt of Effluent. If the Lime Parcel Owner, or any discharge by the Lime Parcel Owner, is determined at any time to be noncompliant with the specifications and protocol set forth in Schedule B, the Cement Parcel Owner or the Lime Parcel Owner may propose changes to Schedule B, or the development and implementation by the Lime Parcel Owner of appropriate corrective actions, at its sole expense, and the Cement Parcel Owner and Lime Parcel Owner shall negotiate in good faith such proposed changes or corrective actions. The Cement Parcel Owner may, in its sole discretion, allow the Lime Parcel Owner to deliver Effluent to the Cement Parcel Owner from time to time that does not conform to the specifications and protocol set forth in Schedule B upon reasonable advance notice by the Lime Parcel Owner, provided that no waiver or failure to object to such nonconformance, whether express or implied, in any instance, shall be construed to be, or operate as, a waiver of or release of liability for any past or future nonconformance.

2.12 Field Conditions. The Owners acknowledge and agree that it is possible that the various legal descriptions attached to this Agreement as Exhibits hereto, which legal descriptions are intended to describe portions of the Parcels upon, over, across and under which are located certain applicable equipment, systems, fixtures and Improvements, may not accurately reflect the actual locations of such equipment, systems, fixtures and Improvements either on the date hereof or in the future. The Owners hereby agree that it is their intent that the actual locations of the applicable equipment, systems, fixtures and Improvements should govern over each corresponding legal description attached to this Agreement as an Exhibit hereto. Accordingly, the Owners hereby agree that, in the event that one or more of the legal descriptions attached to this Agreement as an Exhibit hereto does not accurately reflect the location of the applicable equipment, systems, fixtures or Improvements, the Owners shall use their good faith efforts to

correct the incorrect legal description or descriptions, to attach such corrected legal description or descriptions to this Agreement and to cause a corrected version of this Agreement containing such corrected legal description or descriptions to be recorded in the public records.

2.13 Termination of Certain Easements. (a) The parties hereby acknowledge and agree that the day and date first written above is and shall be deemed to be the “RK5 Commissioning Date” for purposes of the Master Easement Agreement. Accordingly, pursuant to the terms of Section 2.3(a)(i) of the Master Easement Agreement, the “Cement Parcel Natural Gas Easements” and the “Cement Parcel Conveyor Belts Easement” (as such terms are defined in the Master Easement Agreement) are hereby terminated and of no further force and effect and shall, from and after the date hereof, no longer burden the Lime Parcel.

(b) The parties hereby agree that the “Lime Parcel LKD Easement” (as such term is defined in the Master Easement Agreement) is hereby terminated and of no further force and effect and shall, from and after the date hereof, no longer burden the Cement Parcel.

2.14 Agreement Regarding Master Easement Agreement. With respect to (x) the easements granted by the Cement Parcel Owner to the Lime Parcel Owner which are set forth in Sections 2.2.2(a)(ii), 2.2.2(b)(ii), 2.2.2(c)(ii), 2.2.2(e)(ii), 2.2.2(f)(ii), 2.2.2(g)(ii), 2.1.5(a), 2.1.5(b), 2.1.5(c), 2.1.5(d), 2.1.5(e) and 2.1.5(g) of the Master Easement Agreement, and (y) the easements granted by the Lime Parcel Owner to the Cement Parcel Owner which are set forth in Sections 2.1.2(a)(ii), 2.1.2(b)(ii), 2.1.2(c)(ii), 2.2.5(a), 2.2.2(b), 2.2.2(c), 2.2.2(d) and 2.2.2(e) of the Master Easement Agreement, pursuant to each of which, one Owner has granted to the other Owner the right to operate and/or Maintain, in certain limited circumstances, certain fixtures, equipment, personal property or Improvements owned by the granting Owner, the parties hereby agree that, for so long as each such easement remains in effect pursuant to the Master Easement Agreement, the rights granted thereby to the benefiting Owner shall be deemed to apply to any applicable fixtures, equipment, personal property or Improvements which were in the applicable Easement Area as of the date of the Master Easement Agreement, as well as any replacements therefor which are or have been placed in the applicable Easement Area thereafter.

ARTICLE III MAINTENANCE

3.1 Obligation to Maintain. Each Owner shall provide the following Maintenance services (collectively, the “Maintenance Services”):

(a) Notwithstanding anything to the contrary contained in the Site Services Agreement, the Lime Parcel Owner shall Maintain (i) the Easement Area relating to the Lime Parcel MCC and Control Room Easements, and (ii) the Easement Area relating to the Lime Parcel Stacking Tube and Storage Easement, in each case, in a good and safe

condition, sufficient to enable the use of each such Easement Area for its intended purposes;

(b) Notwithstanding anything to the contrary contained in the Site Services Agreement, the Lime Parcel Owner shall, at all times, Maintain the Extended Coal and Coke Conveyor Belts in a good and safe condition, sufficient to enable the Cement Parcel Owner to operate and Maintain the Clinker Conveyor Belt for its intended purpose (provided that, if the Lime Parcel Owner wishes to remove the Extended Coal and Coke Conveyor Belts or any portion thereof, the Lime Parcel Owner shall be permitted to do so, so long as such removal does not interfere with the Cement Parcel Owner's ability to operate and Maintain the Clinker Conveyor Belt for its intended purpose);

(c) Notwithstanding anything to the contrary contained in the Site Services Agreement, the Cement Parcel Owner shall, at all times, Maintain the Clinker Conveyor Belt in a good and safe condition, sufficient to enable the Lime Parcel Owner to operate and Maintain the Extended Coal and Coke Conveyor Belts for their intended purposes (provided that, if the Cement Parcel Owner wishes to remove the Clinker Conveyor Belt or any portion thereof, the Cement Parcel Owner shall be permitted to do so, so long as such removal does not interfere with the Lime Parcel Owner's ability to operate and Maintain the Extended Coal and Coke Conveyor Belts for their intended purposes);

(d) To the extent not inconsistent with Section 3.6 of the Site Services Agreement, each Owner shall Maintain the portions of its own Parcel burdened by an Easement hereunder, as well as any fixtures or Improvements located thereon which it owns (except to the extent the Maintenance of such portions, fixtures or Improvements is addressed in paragraph (a) above), in a good and safe condition, sufficient to enable the use of such portions for their intended purpose.

3.2 Standard of Performance; Interruptions. Each Owner shall use reasonable diligence in performing the Maintenance Services required of such Owner pursuant to Section 3.1, but no Owner shall be liable under this Agreement in connection with such performance (or the non-performance of any Maintenance Service), except to the extent expressly provided in Section 4.1 and Article V hereof.

3.3 (a) Payment for Services; Determination of Cost. (i) Each Owner shall be responsible for bearing the entire Cost of all Maintenance Services provided by such Owner hereunder, except that the Cement Parcel Owner shall be liable to the Lime Parcel Owner for a ten percent (10%) pro rata share of the Cost of Maintenance incurred by the Lime Parcel Owner pursuant to Section 3.1(a)(i) hereof.

(ii) With respect to the Maintenance Service described on in Section 3.1(a)(i), the Cost of providing the same shall be adjusted from the amounts set forth on Schedule A on an annual basis beginning on January 1, 2003, and on each subsequent January 1 thereafter, by multiplying the then-existing Cost for each such Maintenance Service by the Budget Multiplier. For purposes of this Section 3.3(a)(ii), "Budget Multiplier" means the quotient of (x) the budgeted costs of the Lime Parcel Owner's relevant budgetary line item for the current calendar year, divided by (y) the budgeted costs of the Lime Parcel Owner's relevant budgetary line items for the previous calendar year.

(iii) Notwithstanding anything to the contrary contained in this Section 3.3(a), in the event that, at any time after December 31, 2002, the Cost of the Maintenance Service described in Section 3.1(a)(i) deviates materially from the actual cost to the Lime Parcel Owner of providing such Maintenance Service, then the Owners shall negotiate in good faith to adjust the Cost of such Maintenance Service in order to reflect accurately the actual costs of such Maintenance Service.

(b) Invoicing and Payment. (i) Together with each invoice to be provided to the Cement Parcel Owner by the Lime Parcel Owner pursuant to the first sentence of Section 3.3(b)(i) of the Master Easement Agreement, the Lime Parcel Owner shall invoice the Cement Parcel Owner by no later than the fifth (5th) Business Day of each month for the Cost (collectively, the "Lime Credits") incurred by the Lime Parcel Owner during the immediately prior month in connection with the Maintenance Service provided by the Lime Parcel Owner hereunder, as well as any costs incurred by the Lime Parcel Owner during the immediately prior month under Section 4.1 below. The Lime Credits shall be credited against the amounts set forth on the invoices to be issued by the Cement Parcel Owner pursuant hereto, in respect of any costs incurred by the Cement Parcel Owner during the immediately prior month under Section 4.1 below. The Cement Parcel Owner shall invoice the Lime Parcel Owner, together with each invoice to be provided to the Lime Parcel Owner by the Cement Parcel Owner pursuant to the third sentence of Section 3.3(b)(i) of the Master Easement Agreement, no later than the tenth (10th) Business Day of each month, for all costs incurred by the Cement Parcel Owner under Section 4.1 below which are applicable to the prior month, and shall provide within such invoice a figure equal to the difference between (x) such costs, and (y) any previously uncredited Lime Credits of which the Lime Parcel Owner has provided timely and proper notice to the Cement Parcel Owner (such difference being, the "Net Maintenance Services Amount"); provided, however, that, if the Cement Parcel Owner disputes any portion of the uncredited Lime Credits, the Cement Parcel Owner may omit such disputed portion from the calculation of the Net Maintenance Services Amount, but only until such dispute is resolved pursuant to the procedures set forth in Section 7.2. For each month, if the Net Maintenance Services Amount is positive, such amount shall be due and payable from the Lime Parcel Owner to the Cement Parcel Owner, and, if the Net Maintenance Services Amount is negative, such amount shall be due and payable from the Cement Parcel Owner to the Lime Parcel Owner, in each case, within forty-five (45) days of the Lime Parcel Owner's receipt of the invoice from the Cement Parcel Owner setting

forth such figure; provided, however, that, in the event that the Lime Parcel Owner disputes any portion of the Net Maintenance Services Amount, the Lime Parcel Owner may withhold payment on such disputed portion, but only until such dispute is resolved pursuant to the procedures set forth in Section 7.2.

(ii) Without prejudice to either Owner's remedies in the event of a late payment, payments past due under this Section 3.3(b) shall bear interest calculated on a per annum basis from the due date to the date of actual payment at the lesser of (x) the Default Rate; and (y) the maximum rate permitted by Applicable Law.

(c) Books and Records; Audit. Each Providing Owner shall keep books of account and other records, in reasonable detail and in accordance with generally accepted accounting principals, consistently applied, of the costs incurred in providing Maintenance Services (or services pursuant to Section 4.1 below) provided by such Owner hereunder for the benefit of a Receiving Owner. Such books and accounts and other records shall be retained by the Providing Owner and shall be available for inspection and audit by the Receiving Owner during normal business hours for twenty-four (24) months following the end of the calendar year in which such services were rendered; provided, however, that such inspection or audit shall be at reasonable times and upon reasonable notice and shall not unreasonably disrupt the personnel and operations of the Providing Owner; and provided, further, however, that such inspection or audit may be performed only by an independent third party auditing firm of national standing that has been informed of the confidential nature of such information and that is directed by the Receiving Owner to treat such information confidentially and not to share such information with such Receiving Owner. All requests for access to such books of account and other records shall be made to such of its representatives as the Providing Owner shall designate, who shall be solely responsible for coordinating all such requests and all access permitted thereunder.

(d) Taxes. In addition to the payments for the Maintenance Services (or services pursuant to Section 4.1 below) described in Section 3.3(a) above, each Receiving Owner shall pay any Providing Owner that provides Maintenance Services (or services pursuant to Section 4.1 below) to such Receiving Owner, and hold such Providing Owner harmless against, all sales, use or other taxes imposed by law in connection with such provision, other than taxes measured by the Providing Owner's net income. The Owners shall cooperate with each other and use commercially reasonable efforts to assist one another in entering into such arrangements as each shall reasonably request in order to minimize, to the extent possible, the payment or assessment of any taxes relating to the provision of such services; provided, however, that nothing in this Section 3.3(d) shall obligate the Providing Owner to cooperate with, or assist, the Receiving Owner in any arrangement proposed by the Receiving Owner that would, in the Providing Owner's sole discretion, have a detrimental effect on the Providing Owner or any of its Affiliates.

ARTICLE IV CERTAIN REMEDIES

4.1 Remedies for Failure to Provide Services. (a) In the event that any Providing Owner is unable or fails to provide all or any portion of a Maintenance Service described in Sections 3.1(a), 3.1(b) or 3.1(c) above in the manner described herein, the applicable Receiving Owner shall have the rights granted to such Receiving Owner pursuant to Section 2.1.3(a)(ii), 2.1.3(b)(ii), 2.1.3(h)(ii) or 2.2.3(a)(ii) herein, as applicable, (on the terms and subject to the conditions set forth in such sections), and shall be entitled to make a claim against the Owner failing to provide such service only for the difference between the Cost that would have been payable for such service hereunder, if any, and the actual reasonable cost incurred by the Receiving Owner in exercising its rights under Section 2.1.3(a)(ii), 2.1.3(b)(ii), 2.1.3(h)(ii) or 2.2.3(a)(ii), as applicable; provided, however, that the Receiving Owner shall use its reasonable efforts to exercise its rights under this Section 4.1(a) on the best commercial terms available at the time; and provided, further, however, that the Receiving Owner shall be entitled to make a claim under this Section 4.1(a) against the Providing Owner only in the event of a breach of this Agreement or the negligence or willful misconduct on the part of the Providing Owner.

(b) In the event that any Owner required to provide a "Site Service" (as such term is defined in the Site Services Agreement) is unable or fails to provide all or any portion of such service in the manner described in the Site Services Agreement, the Owner failing to receive such service shall, in addition to any rights granted in the Site Services Agreement and the Master Easement Agreement, have the rights granted to such Owner pursuant to Sections 2.1.2(a)(ii), 2.1.2(b)(ii), 2.1.2(c)(ii) and 2.2.2(a)(ii) herein, as applicable (subject to the terms and conditions set forth in such sections), and shall be entitled to make a claim against the Owner failing to provide such service only for the difference between the cost or fee that would have been payable for such service under the Site Services Agreement and the actual reasonable cost incurred by the Owner failing to receive such service in exercising its rights under Sections 2.1.2(a)(ii), 2.1.2(b)(ii), 2.1.2(c)(ii) and 2.2.2(a)(ii), as applicable; provided, however, that the Owner failing to receive the applicable service shall use its reasonable efforts to exercise its rights under this Section 4.1(b) on the best commercial terms available at the time; and provided, further, that the Owner failing to receive the applicable service shall only be entitled to make a claim under this Section 4.1(b) against the Owner failing to provide such service in the event of a breach of the Site Services Agreement or the negligence or willful misconduct on the part of the Owner failing to provide such service.

4.2 (a) Indemnification. (i) The Lime Parcel Owner shall indemnify, defend and hold harmless the Cement Parcel Owner from and against all Losses incurred or suffered by the Cement Parcel Owner, to the extent not attributable to the negligence or willful misconduct of the Cement Parcel Owner and only to the extent attributable to the exercise by the Lime Parcel Owner of (or any Person acting by or on behalf of Lime Parcel Owner in connection with) the

Lime Parcel Owner's rights granted or reserved pursuant to Sections 2.1.3(h)(i), 2.2.2(a)(ii) and 2.2.3(a)(ii) above.

(ii) The Cement Parcel Owner shall indemnify, defend and hold harmless the Lime Parcel Owner from and against all Losses incurred or suffered by the Lime Parcel Owner, to the extent not attributable to the negligence or willful misconduct of the Lime Parcel Owner and only to the extent attributable to the exercise by the Cement Parcel Owner of (or any Person acting by or on behalf of Cement Parcel Owner in connection with) the Cement Parcel Owner's rights granted or reserved pursuant to Sections 2.1.2(a)(ii), 2.1.2(b)(ii), 2.1.2(c)(ii), 2.1.3(a)(ii), 2.1.3(b)(ii), 2.1.3(h)(ii) and 2.1.3(h)(iii) above.

(b) Procedures for Indemnification. (i) If any suit, action, proceeding, investigation, claim or demand shall be brought or asserted by any third Person (including, without limitation, any Governmental Body) (a "Third Party Claim") against any Indemnified Party, such Indemnified Party shall notify the Indemnifying Party in writing in reasonable detail of the Third Party Claim within thirty (30) days after receipt by such Indemnified Party of formal notice of such Third Party Claim, and thereafter, such Indemnified Party shall promptly forward to the Indemnifying Party a copy of all notices and documents (including court papers) received by such Indemnified Party pursuant to the Third Party Claim; provided, however, that the failure to give such notification within thirty (30) days after such receipt of formal notice and the failure to forward a copy of such notices and documents shall not affect the obligations of the Indemnifying Party or the rights of the Indemnified Party, except to the extent the Indemnifying Party has actually been prejudiced in a material way as a result of such failure. Upon the receipt by the Indemnifying Party of notice of a Third Party Claim, the Indemnifying Party may elect to assume the defense of such Third Party Claim by promptly delivering a notice to the Indemnified Party of the assumption of such defense and to retain defense counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party. If the Indemnifying Party so elects to assume the defense of a Third Party Claim, then (i) the Indemnified Party may participate in such defense and employ counsel at such Indemnified Party's expense, separate from the reasonably acceptable counsel employed by the Indemnifying Party, but the Indemnifying Party shall control such defense and shall not be liable to such Indemnified Party for the fees and expenses of the separate counsel retained by such Indemnified Party, and (ii) such Indemnified Party and any other Indemnified Party will cooperate with the Indemnifying Party in such defense, including by providing, upon the reasonable request of the Indemnifying Party, books and records and by making available employees on a mutually convenient basis. The Indemnifying Party shall not be liable for any settlement of any Third Party Claim effected without its prior written consent. The Indemnifying Party shall not, without the prior written consent of the applicable Indemnified Party, effect any settlement of any pending or threatened Third Party Claim in respect of which such Indemnified Party is or could have been a party, or is or could have been subject, and in respect of which indemnity is or could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all Losses related to the subject matter of such pending or threatened Third Party Claim.

(c) In the event any Indemnified Party should have a claim against the Indemnifying Party under this Agreement that does not involve a Third Party Claim being asserted against such Indemnified Party, the Indemnified Party shall deliver written notice of such claim, specifying with particularity and detail the nature of such claim, with reasonable promptness to the Indemnifying Party. The failure by the Indemnified Party to deliver such notification shall not relieve the Indemnifying Party from any liability which it may have to such Indemnified Party under this Agreement, except to the extent the Indemnifying Party has actually been prejudiced in a material way by such failure. If the Indemnifying Party objects to such claim in a timely manner, the Indemnified Party and the Indemnifying Party shall proceed in good faith to resolve such dispute and, upon the failure to resolve such dispute, the parties may pursue remedies in accordance with this Section 4.2.

(d) For purposes of this Section 4.2, all Losses shall be computed net of (i) any actual income tax benefit resulting therefrom to the applicable Indemnified Party, (ii) any insurance coverage with respect thereto, and (iii) any amounts recovered from any third parties based on claims the applicable Indemnified Party has against such third parties which reduce the Losses that would otherwise be sustained; provided, however, that, in all cases, the timing of the receipt or realization of insurance proceeds or income tax benefits or recoveries from third parties shall be taken into account in determining the amount of reduction of Losses. Each Indemnified Party shall use its best efforts to pursue any claims or rights it may have against any third party which would reduce the amount of Losses otherwise incurred by such Indemnified Party.

(e) The obligations of an Indemnifying Party pursuant to this Section 4.2 shall survive any expiration or termination of this Agreement with respect to any act, omission or occurrence which took place prior to such expiration or termination.

4.3 Equitable Remedies. Except as set forth in Sections 4.1 and 4.2 above, in connection with any breach of this Agreement, the Owners (a) shall not be entitled to, and hereby expressly waive the right to seek or receive, any damages or any other remedies at law (including, without limitation, direct, indirect, special, consequential, punitive or exemplary damages or compensation for lost or anticipated revenues or profits), and (b) shall be entitled to seek and receive only equitable remedies.

ARTICLE V WARRANTY; LIMITATION OF LIABILITY; INSURANCE

5.1 Limited Warranty. NO OWNER OF ANY EASEMENT AREA MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO ANY EASEMENT OR MAINTENANCE OR OTHER SERVICE REQUIRED TO BE PROVIDED BY SUCH OWNER HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE COMPLETENESS OR ACCURACY OF ANY INFORMATION RELATING TO SUCH EASEMENT OR MAINTENANCE OR OTHER SERVICE OR THE

SUFFICIENCY OR SUITABILITY OF ANY SUCH EASEMENT OR MAINTENANCE OR OTHER SERVICE FOR USE BY ANY OTHER OWNER.

5.2 Limitation of Damages and Liability. (a) NO OWNER OF ANY PARCEL SHALL BE LIABLE TO ANY OTHER PARTY HEREUNDER (x) IN CONNECTION WITH THE USE OF ANY EASEMENT AREA WHICH BURDENS OR BENEFITS SUCH PARCEL, (y) IN CONNECTION WITH ANY OWNER'S PROVISION OF, OR FAILURE TO PROVIDE, ANY SERVICE TO BE PROVIDED HEREUNDER (INCLUDING ANY MAINTENANCE SERVICE), OR (z) OTHERWISE UNDER THIS AGREEMENT:

(i) FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM ANY CLAIM (x) IN CONNECTION WITH THE USE OF ANY EASEMENT AREA WHICH BURDENS OR BENEFITS SUCH PARCEL, (y) IN CONNECTION WITH ANY OWNER'S PROVISION OF, OR FAILURE TO PROVIDE, ANY SERVICE TO BE PROVIDED HEREUNDER (INCLUDING ANY MAINTENANCE SERVICE), OR (z) OTHERWISE ARISING UNDER THIS AGREEMENT, IN EACH CASE, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE OWNER OF SUCH PARCEL IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE SAME;

(ii) FOR LOST OR ANTICIPATED REVENUES OR PROFITS ARISING FROM ANY CLAIM (x) IN CONNECTION WITH THE USE OF ANY EASEMENT AREA WHICH BURDENS OR BENEFITS SUCH PARCEL, (y) IN CONNECTION WITH ANY OWNER'S PROVISION OF, OR FAILURE TO PROVIDE, ANY SERVICE TO BE PROVIDED HEREUNDER (INCLUDING ANY MAINTENANCE SERVICE), OR (z) OTHERWISE ARISING UNDER THIS AGREEMENT, IN EACH CASE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE OWNER OF SUCH PARCEL IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE SAME; OR

(iii) FOR ANY DIRECT DAMAGES UNLESS SUCH DIRECT DAMAGES (x) ARISE FROM A BREACH OF THIS AGREEMENT BY THE OWNER OF SUCH PARCEL OR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH OWNER, OR (y) CONSTITUTE LOSSES FOR WHICH THE CLAIMING OWNER IS INDEMNIFIED PURSUANT TO SECTION 4.2 ABOVE, AND, IN EITHER SUCH EVENT, SUCH DAMAGES AND THE CLAIMING OWNER'S RIGHTS AND REMEDIES WITH RESPECT THERETO SHALL BE AS SET FORTH IN SECTIONS 4.1 OR 4.2 ABOVE, AS APPLICABLE.

(b) NO OWNER SHALL HAVE ANY LIABILITY WHATSOEVER TO ANY THIRD PARTY (x) IN CONNECTION WITH SUCH THIRD PARTY'S USE OF AN EASEMENT AREA ON SUCH OWNER'S PARCEL, (y) IN CONNECTION WITH SUCH OWNER'S PROVISION OF ANY SERVICE TO BE PROVIDED HEREUNDER

(INCLUDING ANY MAINTENANCE SERVICE), OR (z) OTHERWISE UNDER THIS AGREEMENT.

5.3 Insurance. (a) With respect to the Easement Areas located on its Parcel, each Owner shall obtain and maintain during the term hereof, at its sole cost and expense (or provide evidence of adequate self-insurance with respect to the same): (i) comprehensive general liability insurance against any damage or injury to property or any Person occasioned by or in any way connected with the Easement Areas located on its Parcel (including, without limitation, any damage or injury resulting from the installation, Maintenance, removal or replacement of equipment on, under or across such Easement Areas), containing minimum limits per occurrence of not less than \$1,000,000 with not less than \$2,000,000 general aggregate for any policy year; and (ii) insurance against loss or damage to any Easement Areas located on its Parcel by standard perils included within the classification "All Risks of Physical Loss" (such insurance (x) to be in an aggregate amount equal to the then full replacement cost of the Improvements located on such Easement Areas, together with any personal or other property located from time to time in, on or under such Easement Areas, without deduction for physical depreciation, and (y) to be paid annually in advance). Each Owner shall furnish the other Owner, when requested, evidence of compliance with the provisions of this paragraph.

(b) Notwithstanding anything to the contrary contained in the preceding paragraph (a), each Owner hereby agrees to indemnify and hold harmless the other Owner for any claims made by employees of such Owner against the other Owner.

ARTICLE VI SHUTDOWNS AND FORCE MAJEURE

6.1 Routine Shutdowns. (a) Each Receiving Owner acknowledges that a Providing Owner may from time to time need to shut down one or more of the facilities on its Parcel necessary to provide the Maintenance Services hereunder for purposes of Maintenance ("Routine Shutdown"), and that during such Routine Shutdowns, the Providing Owner may not be able to provide the applicable Receiving Owner with Maintenance Services as set forth in this Agreement.

(b) At least ninety (90) days prior to the commencement of any calendar year after the date hereof, each Providing Owner shall provide the applicable Receiving Owner with a written schedule of anticipated Routine Shutdowns for the subsequent year, including the anticipated date(s) and anticipated duration of each Routine Shutdown. Each Receiving Owner acknowledges that the Providing Owner's schedule of anticipated Routine Shutdowns does not constitute notice of a Routine Shutdown and is intended to be only a good faith estimate of Routine Shutdowns planned in a given calendar year.

(c) Each Providing Owner shall provide the applicable Receiving Owner with written notice of a Routine Shutdown as soon as practicable and, in any event, at least thirty (30) days prior to the commencement of a Routine Shutdown. In the event that the scheduled date and/or duration of a Routine Shutdown changes from the date and/or duration contained in the initial notice of the Providing Owner, such Providing Owner shall, to the extent reasonably practicable, provide the applicable Receiving Owner with a revised notice setting forth the revised date and/or expected duration of the Routine Shutdown. Notwithstanding the foregoing, such Providing Owner shall have the right, during the course of any Routine Shutdown, to extend the duration of any Routine Shutdown for any reason whatsoever; provided, however, that such Providing Owner shall promptly notify the applicable Receiving Owner of any extension of a Routine Shutdown. The Owners acknowledge that Routine Shutdowns performed in accordance herewith will benefit each Owner's operations.

6.2 Emergency Shutdowns. Each Receiving Owner acknowledges that a Providing Owner may, in exceptional situations, be required to shut down one or more of the facilities on its Parcel necessary to provide the Maintenance Services hereunder due to exceptional or emergency circumstances ("Emergency Shutdown"). In the event of an Emergency Shutdown, the Providing Owner shall provide the applicable Receiving Owner with prompt verbal notice of such Emergency Shutdown and the expected duration of such Emergency Shutdown, and shall confirm such notice in writing pursuant to the procedures set forth in 8.1.

6.3 Supplying of Maintenance Services During Shutdowns. No Providing Owner shall be liable to any Receiving Owner or any other Person for any delay or failure to provide such services during a Routine Shutdown or an Emergency Shutdown, or for any inconvenience, annoyance, disturbance, loss or interruption of business or for any other claimed damage to such Receiving Owner, except to the extent due to the gross negligence or willful misconduct of the Owner required to perform such service (and in such event, the remedy and damages shall be as specified in Section 4.1 and Article V). Without limiting the foregoing, each Owner acknowledges that it may be required to discontinue temporarily all or a portion of its operations on its Parcel during a Routine Shutdown or an Emergency Shutdown.

6.4 Force Majeure. Notwithstanding anything to the contrary herein, neither Owner shall be liable hereunder for any failure or delay in the performance of any obligation hereunder, other than any obligation to make payments when due, because of a Force Majeure Event. If either Owner is unable to perform under this Agreement due to a Force Majeure Event, such Owner shall promptly advise the other Owner of the probable extent of its inability to perform and shall recommence performance as promptly as practicable after such event or inability ceases to persist.

ARTICLE VII
GOVERNING LAW; WAIVER OF JURY TRIAL

7.1 Governing Law; Waiver of Jury Trial. (a) THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF, THE STATE OF ALABAMA.

(b) EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

7.2 Arbitration. (a) In the event of any dispute or disagreement between or among the Owners as to any matter hereunder, the dispute shall be referred to representatives of the Owners for discussion, each Owner being represented by a senior officer (the "Negotiating Representative(s)"). In discussing any such dispute or controversy, the Negotiation Representatives shall meet as soon as practical and attempt in good faith to resolve such dispute. If the Negotiation Representatives are unable to resolve the dispute within seven (7) days following their initial meeting, then a single third party engineer (in the case of a technical dispute) or third party arbitrator (in the case of any other dispute hereunder) (either such third party being, the "Third Party Arbitrator") shall be designated to consider and decide the issues raised by such dispute unless both Owners determine that further discussions by the Negotiating Representatives are merited, in which event that Negotiating Representatives shall have an additional period of seven (7) days to attempt to resolve the dispute. The selection of such Third Party Arbitrator shall be made pursuant to the rules of the American Arbitration Association, provided that (i) in no event, shall such Third Party Arbitrator be designated later than the third (3rd) Business Day following the expiration of the second seven (7) day period described above, and such designation shall become effective on the third (3rd) Business Day following such designation. Within ten (10) Business Days of the designation of a Third Party Arbitrator, each of the Lime Parcel Owner and the Cement Parcel Owner shall submit to the Third Party Arbitrator a notice (herein referred to as a "Position Notice") setting forth in detail such Owner's position in respect of the issues in dispute. Such notice shall include supporting documentation, if appropriate.

(b) The Third Party Arbitrator shall complete all proceedings and issue its decision with regard to the issues in dispute as promptly as reasonably possible, but in any event within ten (10) Business Days of the date on which both Position Notices are submitted, unless the Third Party Arbitrator reasonably determines that additional time is required in order to give adequate consideration to the issues raised. In such case, the Third Party Arbitrator shall state in writing his reasons for believing that additional time is needed and shall specify the additional

period required, which period shall not exceed ten (10) days without the Cement Parcel Owner's and the Lime Parcel Owner's agreement.

(c) In resolving a dispute, the Third Party Arbitrator shall (i) consider all facts and circumstances it deems reasonable given the nature of the dispute, and (ii) choose either the position of the Cement Parcel Owner as set forth in the Cement Parcel Owner's Position Notice or the position of the Lime Parcel Owner as set forth in the Lime Parcel Owner's Position Notice. If the Third Party Arbitrator determines that the position of the Cement Parcel Owner set forth in its Position Notice is correct, the Third Party Arbitrator shall so state and shall state the appropriate actions to be taken by the Lime Parcel Owner. In such case, the Lime Parcel Owner shall promptly take such actions. If the Third Party Arbitrator determines that the position of the Lime Parcel Owner set forth in its Position Notice is correct, the Third Party Arbitrator shall so state and shall state the appropriate actions to be taken by the Cement Parcel Owner. In such case, the Cement Parcel Owner shall promptly take such actions.

(d) The decision of the Third Party Arbitrator shall be final and non-appealable. Each Owner shall bear one-half of all reasonable costs incurred by the Third Party Arbitrator in connection with a dispute under this Section 7.2.

ARTICLE VIII NOTICES

8.1 Notice to Parties. Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are referred to in this Section 8.1 as a "notice") that an Owner is required, permitted or desires to give or make or communicate to any other Owner hereunder shall be in writing and shall be given or made or communicated by personal delivery, or by Federal Express or other reputable overnight national courier service addressed as follows:

If to the Cement Parcel Owner:

Lafarge North America
12950 Worldgate Drive
Suite 600
Herndon, VA 20170
Attention: Legal Department
Facsimile: 1-703-480-3787

If to the Lime Parcel Owner:

Peak Lime, Inc.
15700 College Boulevard, Suite 101
Lenexa, KS 66219
Attention: Michael Boyce,
Chairman and Chief Executive
Facsimile: 1-913-227-0287

with a copy to:

Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center
Pittsburgh, PA 15222
Attention: Frank J. Clements, Esq.
Facsimile: 1-412-394-6813

Any Owner may designate a different address from time to time; provided, however, it has given at least fifteen (15) days' advance notice of such change of address. Unless specifically stated to the contrary elsewhere in this Agreement, any notice shall be deemed to have been given, made or communicated, as the case may be, (i) upon delivery in the case of personal delivery, or (ii) the next Business Day, if sent by Federal Express or other reputable national overnight courier service and marked for next-business day delivery.

ARTICLE IX MISCELLANEOUS

9.1 Successors and Assigns; Assignment. This Agreement shall run with each of the Cement Parcel and the Lime Parcel (and any portion of each of such Parcel) and shall bind and inure to the benefit of the Owners of such Parcels and their respective heirs, assigns, licensees, invitees, successors in title, tenants, employees and personal representatives. No Owner shall transfer or assign its interest in this Agreement (other than as security) separate from the fee title to its Parcel, and any conveyance of title to any part of either or both Parcels shall be subject to

the provisions of this Agreement. Any transferee of any interest in any part of either or both Parcels shall automatically be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Agreement; provided, however, that, if any Owner of either or both Parcels or any portion thereof shall transfer the same, such Owner shall, upon the completion of such transfer, be relieved of all liability under this Agreement as it relates to such Parcel or Parcels or portion thereof so conveyed, except any unsatisfied liability that arose during its period of ownership of such Parcel or Parcels or portion thereof so conveyed.

9.2 Covenants and Easements. This Agreement shall constitute covenants and easements running with the respective Parcels and shall constitute equitable servitudes burdening the Parcels as stated in this Agreement.

9.3 Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any part of the real estate affected hereby to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

9.4 Third Party Beneficiaries. No third party beneficiary rights shall be created by this Agreement.

9.5 No Merger. There shall be no merger of the Easements, rights or estates created by this Agreement with the fee estates of the Parcels or any parts thereof by reason of the fact that the same Person may acquire or hold, directly or indirectly, any of the Easements, rights or estates created herein and the fee estates of the Parcels or any parts thereof or any interest in such fee estates, unless and until all Persons having an interest in any of the Easements, rights or estates created herein and the fee estates in the Parcels or any part thereof or any interest in such fee estate shall join in a written instrument effecting such merger.

9.6 Provisions Regarding Mortgages. This Agreement and the rights, easements, liens, covenants and agreements contained herein shall remain prior and superior to any mortgage lien or other financing lien, any leases and any development, management or operating agreements imposed by the Owners upon their respective Parcels. Notwithstanding the foregoing or any other provision of this Agreement, no default in or failure to comply with this Agreement, nor any claim of lien resulting therefrom, nor the exercise of any remedy provided for in this Agreement shall be superior to or defeat, render invalid, diminish or impair the lien (or the priority thereof) of any mortgage or other financing documents covering any portion of the Parcels, but the rights, easements, covenants and agreements herein contained shall be binding upon and effective against any holder of such a mortgage or other financing document and any subsequent Owner who acquires title to either or both of the Parcels by foreclosure, trustee's sale, or deed in lieu of foreclosure.

9.7 Compliance With Laws. (a) Each Owner shall, at its expense, comply in all material respects with all Applicable Laws relating to (i) the performance of such Owner's obligations under this Agreement, and (ii) the Parcels, or any part thereof, to the extent that noncompliance by such Owner with respect to its portion of the Parcels, or any part thereof, (A) would subject any other Owner to civil or criminal liability, (B) would jeopardize the full force or effect of any certificate of occupancy issued to any other Owner, (C) would materially adversely affect any other Owner's right to occupy or use or enjoy beneficially its Parcel, or any part thereof, (D) would result in the imposition of a lien against all or any portion of the Parcel of any other Owner, or (E) would adversely affect any of the Easements benefiting its Parcel.

(b) In addition and not in limitation of the foregoing paragraph (a), the Lime Parcel Owner (and any Person acting by or on behalf of the Lime Parcel Owner) shall, at the Lime Parcel Owner's expense, comply in all material respects with all Applicable Laws (including all applicable Environmental Laws) in connection with the exercise by the Lime Parcel Owner (or any such Person) of the Lime Parcel Owner's rights pursuant to the Lime Parcel Extended Industrial Water Delivery Easement, Lime Parcel Coal and Coke Storage Area Non-Domestic Liquid Waste Drainage System Easement, the Lime Parcel Crushers and Screens Non-Domestic Liquid Waste Drainage System Easement and Sections 2.2.2(a)(ii) and 2.2.3(a)(ii), and the Cement Parcel Owner (and any Person acting by or on behalf of the Cement Parcel Owner) shall, at the Cement Parcel Owner's expense, comply in all material respects with all Applicable Laws (including all applicable Environmental Laws) in connection with the exercise by the Cement Parcel Owner (or any such Person) of the Cement Parcel Owner's rights pursuant to Sections 2.1.2(a)(ii), 2.1.2(b)(ii), 2.1.2(c)(ii), 2.1.3(a)(ii), 2.1.3(b)(ii), and 2.1.3(h)(ii).

(c) Without limiting the provisions of this Agreement, each Owner shall hold, and be responsible for the maintenance of, all Permits required by Applicable Law to operate, and Maintain (x) its facilities on the Parcels to the extent such facilities are required in connection with the performance of such Owner's obligations under this Agreement, and (y) the fixtures, equipment, personal property or Improvements of the other Owner in connection with the exercise by such Owner (or any Person acting by or on behalf of such Owner) of such Owner's rights pursuant to Sections 2.1.2(a)(ii), 2.1.2(b)(ii), 2.1.2(c)(ii), 2.1.3(a)(ii), 2.1.3(b)(ii), 2.1.3(h)(ii), 2.2.2(a)(ii) and 2.2.3(a)(ii) above, as applicable.

(d) Special Provisions Relating to Maintenance Services. (i) Each Providing Owner reserves for itself the right to take any action that it reasonably believes to be necessary to ensure compliance with Applicable Law without penalty or liability, including non-performance or termination of any particular Maintenance Service upon reasonable notice to the applicable Receiving Owner. In the event of such non-performance or termination of any Maintenance Service by a Providing Owner, the Owners agree to work together in good faith to arrange for an alternative means by which the applicable Receiving Owner may obtain, at such Receiving Owner's sole cost, the Maintenance Services so affected.

(ii) In the event that any new or more stringent Permit limit or requirement is imposed under Applicable Law (a “New Requirement”) upon a Providing Owner, such Providing Owner may choose to reduce or modify such Maintenance Service provided to the Receiving Owner or reduce or impose more stringent limitations on the quantity or quality of services received from the Providing Owner in connection with such Maintenance Service, as necessary in order to comply with the New Requirement.

(iii) Each Owner shall notify the other Owner as soon as it obtains any information (whether written or oral) that a New Requirement is pending or threatened. The Owner receiving such notice shall be entitled to review and comment on any submission, including any correspondence to any Governmental Body regarding any pending or threatened change in Permit limits or Applicable Law that could affect the other Owner, and such notifying Owner shall advise and provide such receiving Owner with the opportunity to attend and participate in any meeting or conference call with any Governmental Body that is convened to address the pending or threatened New Requirement. The notifying Owner shall use commercially reasonable efforts to prevent changes in such Owner’s Permits that would lessen the other Owner’s ability to operate its facilities for the production of Lime or Cement at full capacity.

9.8 Abandonment of Easements. Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of any Improvements subject to an Easement unless each Owner benefiting from the same states in writing its intention to abandon the Easement.

9.9 Further Assurances. Each of the Owners shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Owner may reasonably require to carry out effectively or better evidence or perfect the full intent and meaning of this Agreement.

9.10 Entire Agreement. This Agreement, together with, as applicable, the Site Services Agreement, constitutes the entire agreement and supersedes all prior written and oral agreements among the Owners and their respective Affiliates with respect to the subject matter hereof. While purchase orders, invoices or similar routine documents may be used to implement or administer provisions of this Agreement, any provisions of such documents that add to, vary, modify or are at conflict with the provisions of this Agreement shall be deemed void and shall have no force or effect on any Owner’s rights or obligations under this Agreement.

9.11 Severability. In the event that any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby so long as the remaining provisions do not fundamentally alter the relations among the parties hereto, and the parties shall endeavor in good faith to agree upon a valid, legal or enforceable provision to replace such severed provision so as to effect as closely as possible the intent of the parties hereto.

9.12 Article and Section Headings. The article and section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

9.13 Independent Contractor; Statutory Employer. (a) Any Providing Owner hereunder is an independent contractor, with all of the attendant rights and liabilities of an independent contractor, and is not an agent or employee of the applicable Receiving Owner. Any provision in this Agreement, or any action by any Receiving Owner, that may appear to give such Receiving Owner the right to direct or control the Providing Owner, means that the Providing Owner shall follow the desires of the Receiving Owner in results only.

(b) Notwithstanding anything in this Agreement to the contrary, the Owners recognize, acknowledge and agree that each Maintenance Service or other service being provided hereunder by a Providing Owner is part of the trade, business or occupation of the applicable Receiving Owner receiving such service and that whenever work is being performed in Alabama or in any other situation in which the Alabama Workers' Compensation Act may be applicable, the employees of the Providing Owner (and its subsuppliers, if any), whether direct, statutory, borrowed or otherwise, are therefore statutory employees of the Receiving Owner in accordance with the Alabama Workers' Compensation Act and the protections afforded a statutory employer under Alabama law shall apply.

9.14 Amendments. This Agreement may be amended, supplemented or modified, and any provision hereof may be waived, only pursuant to a written instrument making specific reference to this Agreement and signed by each of the Owners.

9.15 Waivers. No failure or delay by any Owner in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege.

9.16 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

9.17 Language. Although the Owners may translate this Agreement into different languages, the governing version shall be the English language version.

9.18 No Presumption. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting this Agreement or causing this Agreement to be drafted.

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IN WITNESS WHEREOF, the Cement Parcel Owner and Lime Parcel Owner have executed this instrument as of the day and date first written above.

CEMENT PARCEL OWNER:

LAFARGE BUILDING MATERIALS INC.

By: Kirk S Coyne
Name: Kirk Coyne
Title: Vice President

EASTERN LIME HOLDINGS, L.P.

By: BLUECHEM, L.L.C., its general partner

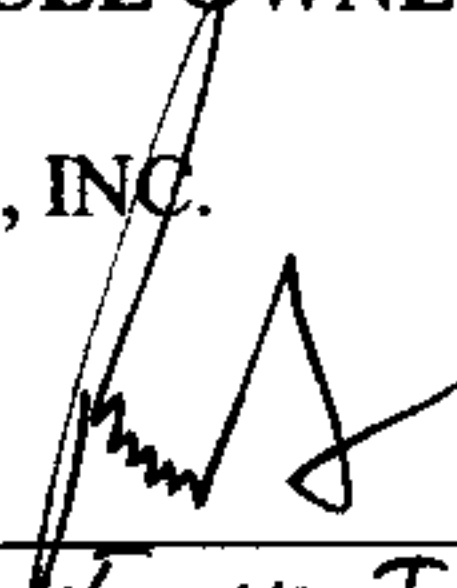
By: LAFARGE BUILDING MATERIALS INC.,
its member

By: Kirk S Coyne
Name: Kirk Coyne
Title: Vice President

LIME PARCEL OWNER:

PEAK LIME, INC.

By:

Name:  Frank J. Clements

Title: Vice President and Assistant Secretary

STATE OF Georgia
Cobb COUNTY

I, the undersigned authority in and for said county, in said state, hereby certify that
Kirk K Coyne, whose name 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 said instrument he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of March, 2002.

Cochel K. Stenger
Notary Public
My commission expires Jan. 21, 2004

Notary Public for the State of Georgia
My Commission Expires Jan. 21, 2004

STATE OF Georgia
Cobb COUNTY

I, the undersigned authority in and for said county, in said state, hereby certify that
Kirk Coyne, whose name 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 said instrument he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 29th day of March, 2002.

Ethel K. Stenger
Notary Public
My commission expires June 2, 2004

NOTARY PUBLIC
My Commission Expires June 2, 2004

Commonwealth
STATE OF Pennsylvania
Allegheny COUNTY

I, the undersigned authority in and for said county, in said state, hereby certify that Frank J. Clements, whose name 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 said instrument he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28th day of March, 2002.

Betty L. Sholder
Notary Public

My commission expires

Notarial Seal
Betty L. Sholder, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 1, 2003
Member, Pennsylvania Association of Notaries

Schedule A
Cost

Section	Maintenance Service	Cost
3.3(a)(i)	MCC and Control Room Maintenance	\$50 per month

Schedule B
Environmental Protocols

1. The lime plant effluent limits will be as follows:

Table 1.

SID Discharge Point	Limitations			
	pH (s.u.)	TSS (mg/l)	Oil & Grease (mg/l)	Flow (MGD)
001	N/A	N/A	N/A	See item 2
002	6.0-9.0	45	15	Monitor
003	6.0-9.0	45	15	Monitor
004	6.0-9.0	45	15	Monitor
Note: Outfalls identified in the draft SID permit application prepared by CFM Layton, Inc.				

2. Sanitary wastewater disposal shall be provided only for Domestic Liquid Waste of up to a maximum of one thousand (1000) gallons per day.
3. The Cement Owner shall invoice the Lime Owner monthly for sanitary wastewater disposal cost, to be calculated as follows:

$$[X \text{ gallons potable water}] \times [\text{U.S.}\$0.17/\text{gallon}] = \text{disposal cost}$$

4. Discharge Monitoring will be conducted on the following schedule:

Table 3.

SID Discharge Point	Frequency
001	Monthly monitoring of potable water use
002	Weekly
003	Weekly
004	Quarterly

5. Discharge monitoring reports will be submitted to the Cement Owner on a monthly basis and will be due by the 28th of the month following the reporting period.

Exhibit A
Cement Parcel

CEMENT PARCEL

PARCEL I

Commence at the Northeast corner of Section 23, Township 22 South, Range 3 West and run in a Westerly direction along the North line of said Section for a distance of 1325.94 feet; thence turn a deflection angle of 91 degrees 58 minutes 27 seconds to the left and run in a Southerly direction for a distance of 1335.34 feet to the POINT OF BEGINNING; thence run along last described course for a distance of 3581.36 feet to a point on the Northern most right of way line of Southern Railroad and a point on a curve to the left; said curve having a radius of 5679.85 feet, a central angle of 06 degrees 05 minutes 45 seconds, a deflection angle of 77 degrees 25 minutes 44 seconds to chord for a chord length of 604.01 feet; thence run along arc of said curve and along said Northern-most right of way line for a distance of 604.30 feet; thence turn a deflection angle of 02 degrees 58 minutes 43 seconds to the left from chord and run in a Southeasterly direction along said Northern-most right of way line for a distance of 1978.44 feet to the Northwestern-most right of way line of Shelby County Road Number 23 and a point on a curve to the right; said curve having a radius of 756.20 feet, a central angle of 55 degrees 22 minutes 24 seconds, a deflection angle of 142 degrees 57 minutes 00 seconds to the left to chord for a chord length of 702.72 feet; thence run along arc of said curve and along said Northwestern-most right of way line for a distance of 730.83 feet; thence turn a deflection angle of 27 degrees 41 minutes 12 seconds to the right from chord and run in a Northwesterly direction along said Northwestern-most right of way line for a distance of 1418.90 feet to a point on a curve to the right; said curve having a radius of 1185.92 feet, a central angle of 34 degrees 41 minutes 00 seconds, a chord length of 706.97 feet; thence run along arc of said curve and along said Northwestern-most right of way line for a distance of 717.88 feet; thence turn a deflection angle of 17 degrees 20 minutes 30 seconds to the right from chord and run in a Northeasterly direction along said Northwestern-most right of way line for a distance of 695.00 feet to a point on a curve to the right; said curve having a radius of 5769.58 feet, a central angle of 02 degrees 25 minutes 31 seconds, a chord length of 244.21 feet; thence run along arc of said curve and along said Northwestern-most right of way line for a distance of 244.23 feet; thence leaving said Northwestern-most right of way line, turn a deflection angle of 108 degrees 04 minutes 31 seconds to the left from chord and run in a Westerly direction for a distance of 342.96 feet; thence turn a deflection angle of 87 degrees 31 minutes 32 seconds to the right and run in a Northerly direction for a distance of 501.01 feet; thence turn a deflection angle of 87 degrees 26 minutes 57 seconds to the left and run in a Westerly direction for a distance of 318.02 feet to a point on the East boundary of said Section 23; thence turn a deflection angle of 00 degrees 15 minutes 08 seconds to the left and run in a Westerly direction for a distance of 1343.53 feet to the POINT OF BEGINNING. Said parcel contains 6,840,883 square feet or 157.05 acres more or less. Less and except any portion lying within the Southern Railroad Right of Way and the Shelby County Road Number 23 Right of Way.

PARCEL II

Commence at the Northwest corner of Section 18, Township 22 South, Range 2 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section for a distance of 1110.56 feet to the POINT OF BEGINNING; thence run along last described course for a distance of 284.45 feet; thence turn a deflection angle of 88 degrees 01 minutes 03 seconds to the right and run in a Southwesterly direction for a distance of 2255.58 feet to a point on the Northern most-right of way line of Shelby County Road Number 16; thence turn a deflection angle of 117 degrees 58 minutes 48 seconds to the right and run in a Northwesterly direction along said Northern most right of way line for a distance of 1117.12 feet; thence leaving said Northern-most right of way line, turn a deflection angle of 83 degrees 59 minutes 03 seconds to the right and run in a Northeasterly direction for a distance of 1877.59 feet to the POINT OF BEGINNING. Said parcel contains 1,363,578 square feet or 31.30 acres more or less. Less and except any portion lying within the Shelby County Road Number 16 Right of Way.

PARCEL III

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section for a distance of 1320.77 feet; thence turn a deflection angle of 92 degrees 42 minutes 05 seconds to the left and run in a Northerly direction for a distance of 1996.58 feet to the POINT OF BEGINNING; thence run along last described course for a distance of 1394.78 feet; thence turn a deflection angle of 92 degrees 47 minutes 54 seconds to the right and run in a Southeasterly direction for a distance of 1656.90 feet; thence turn a deflection angle of 92 degrees 37 minutes 48 seconds to the left and run in a Northeasterly direction for a distance of 599.25 feet; thence turn a deflection angle of 92 degrees 36 minutes 35 seconds to the right and run in an Easterly direction for a distance of 995.04 feet; thence turn a deflection angle of 92 degrees 38 minutes 01 seconds to the left and run in a Northerly direction for a distance of 540.58 feet to a point on a curve to the left and a point on the Southwestern-most right of way line of Shelby County Road Number 16; said curve having a radius of 1981.34 feet, a central angle of 15 degrees 55 minutes 28 seconds, a chord length of 548.91 feet thence run along arc of said curve and along said Southwestern-most right of way line for a distance of 550.68 feet to a point on the Western-most right of way line of Shelby County Road Number 23; thence turn a deflection angle of 99 degrees 08 minutes 01 seconds to the right from chord and run in a Southwesterly direction along said Western-most right of way line for a distance of 2795.50 feet to a point on a curve to the left; said curve having a radius of 1949.86 feet, a central angle of 17 degrees 45 minutes 19 seconds, a chord length of 601.82 feet; thence run along arc of said curve and along said Western-most right of way line for a distance of 604.23 feet; thence turn a deflection angle of 46 degrees 52 minutes 07 seconds to the right from chord and run in a Northwesterly direction for a distance of 317.64 feet to the POINT OF BEGINNING. Said parcel contains 2,113,786 square feet or 48.53 acres more or less. Less and except any portion lying within the Shelby County Road Number 16 Right of Way and the Shelby County Road Number 23 Right of Way.

PARCEL IV

Commence at the Northwest corner of the Northwest one-quarter of the Northeast one-quarter of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama and run in a Southerly direction along the West line of said quarter-quarter for a distance of 1199.33 feet to the POINT OF BEGINNING, said point being Southern-most right of way line of Southern Railroad; thence run along last described course for a distance of 104.07 feet; thence turn a deflection angle of 84 degrees 29 minutes 03 seconds to the right and run in a Southwesterly direction for a distance of 210.00 feet; thence turn a deflection angle of 84 degrees 29 minutes 03 seconds to the left and run in a Southerly direction for a distance of 210.00 feet to a point on the Northern-most right of way line of Alabama State Highway Number 25; thence turn a deflection angle of 84 degrees 29 minutes 03 seconds to the right and run in a Southwesterly direction along said Northern-most right of way line for a distance of 854.32 feet; thence turn a deflection angle of 02 degrees 52 minutes 24 seconds to the right and run in a Southwesterly direction along said Northern-most right of way line for a distance of 100.12 feet; thence turn a deflection angle of 02 degrees 51 minutes 45 seconds to the left and run in a Southwesterly direction along said Northern-most right of way line for a distance of 800.00 feet; thence turn a deflection angle of 02 degrees 51 minutes 45 seconds to the right and run in a Southwesterly direction along said Northern-most right of way line for a distance of 200.25 feet; thence turn a deflection angle of 31 degrees 25 minutes 28 seconds to the right and run in a Northwesterly direction along said Northern-most right of way line for a distance of 88.06 feet to a point on the Eastern-most right of way line of Shelby County Highway Number 23; thence turn a deflection angle of 55 degrees 48 minutes 20 seconds to the right and run in a Northerly direction along said Eastern-most right of way line for a distance of 32.17 feet to a point on a curve to the right; said curve having a radius of 2824.79 feet, a central angle of 13 degrees 00 minutes 00 seconds, a chord length of 639.55 feet; thence run along arc of said curve and along said Eastern-most right of way line for a distance of 640.92 feet; thence run in a Northeasterly direction along said Eastern-most right of way line and tangent to said curve for a distance of 202.60 feet to a point on a curve to the left; said curve having a radius of 289.11 feet, a central angle of 40 degrees 47 minutes 02 seconds, a chord length of 201.47 feet; thence run along arc of said curve and along said Eastern-most right of way line for a distance of 205.79 feet to a point on the Southern-most right of way line of Southern Railroad; thence turn a deflection angle of 117 degrees 55 minutes 24 seconds to the right from chord and run in a Southeasterly direction along said Southern-most right of way line for a distance of 2216.94 feet to a point on a curve to the left; said curve having a radius of 3868.69 feet, a central angle of 01 degrees 33 minutes 08 seconds, a chord length of 104.80 feet; thence run along arc of said curve and along said Southern-most right of way line for a distance of 104.80 feet to the POINT OF BEGINNING. Said parcel contains 1,555,207 square feet or 35.70 acres more or less. Less and except any portion lying within the Alabama State Highway Number 25 Right of Way, the Shelby County Highway Number 23 Right of Way and the Southern Railroad Right of Way.

PARCEL V

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section for a distance of 1320.77 feet to the POINT OF BEGINNING; thence run along last described course for a distance of 1981.72 feet; thence turn a deflection angle of 92 degrees 43 minutes 29 seconds to the left and run in a Northerly direction for a distance of 2661.65 feet; thence turn a deflection angle of 87 degrees 18 minutes 17 seconds to the left and run in a Westerly direction for a distance of 662.94 feet; thence turn a deflection angle of 92 degrees 44 minutes 21 seconds to the left and run in a Southerly direction for a distance of 664.74 feet; thence turn a deflection angle of 92 degrees 45 minutes 28 seconds to the right and run in a Westerly direction for a distance of 908.84 feet to a point on a curve to the right and a point on the Southeastern-most right of way line of Shelby County Road Number 23; said curve having a radius of 1869.86 feet, a central angle of 16 degrees 04 minutes 07 seconds, a deflection angle right of 133 degrees 58 minutes 29 seconds to the chord and a chord length of 522.69 feet; thence run along the arc of said curve and along said Southeastern-most right of way line for a distance of 524.41 feet; thence turn a deflection angle of 08 degrees 02 minutes 02 seconds to the right from chord and run in a Northeasterly direction along said Southeastern-most right of way line for a distance of 2822.12 feet to a point on a curve to the left and a point on the Southwestern-most right of way line of Shelby County Road Number 16; said curve having a radius of 1949.86 feet, a central angle of 06 degrees 17 minutes 08 seconds, a deflection angle right of 67 degrees 13 minutes 42 seconds to the chord, a chord length of 213.80 feet; thence run along the arc of said curve and along said Southwestern-most right of way line for a distance of 213.91 feet; thence turn a deflection angle of 03 degrees 08 minutes 58 seconds to the left from chord and run in a Southeasterly direction along said Southwestern-most right of way line for a distance of 34.02 feet; thence leaving said Southwestern-most right of way line, turn a deflection angle of 61 degrees 16 minutes 07 seconds to the right and run in a Southerly direction for a distance of 722.06 feet; thence turn a deflection angle of 87 degrees 20 minutes 41 seconds to the left and run in a Southeasterly direction for a distance of 663.51 feet; thence turn a deflection angle of 92 degrees 38 minutes 14 seconds to the left and run in a Northeasterly direction for a distance of 389.39 feet to a point on said Southwestern-most right of way line; thence turn a deflection angle of 118 degrees 42 minutes 48 seconds to the right and run in a Southeasterly direction along said Southwestern-most right of way line for a distance of 3260.89 feet to a point on a curve to the left; said curve having a radius of 5769.58 feet, a central angle of 00 degrees 45 minutes 49 seconds, a chord length of 76.88 feet; thence run along the arc of said curve and along said Southwestern-most right of way line for a distance of 76.88 feet; thence leaving said Southwestern-most right of way line, turn a deflection angle of 61 degrees 54 minutes 43 seconds to the right from chord and run in a Southwesterly direction for a distance of 2173.61 feet; thence turn a deflection angle of 92 degrees 01 minutes 52 seconds to the right and run in a Northwesterly direction for a distance of 263.79 feet; thence turn a deflection angle of 92 degrees 19 minutes 07 seconds to the left and run in a Southwesterly direction for a distance of 1328.10 feet; thence turn a deflection angle of 92 degrees 09 minutes 01 seconds to the right and run in a Northwesterly direction for a distance of 1013.01 feet to the top of the mountain; thence turn a deflection angle of 78 degrees 33 minutes 18 seconds to the left and run in a Southwesterly direction along said mountain for a distance of 2360.82 feet; thence turn a deflection angle of 88 degrees 04 minutes 57 seconds to the left and run in a Southeasterly direction for a distance of

2163.18 feet; thence turn a deflection angle of 39 degrees 00 minutes 00 seconds to the right and run in a Southeasterly direction for a distance of 494.25 feet to the centerline of a creek; thence run along said centerline of creek as follows: turn a deflection angle of 37 degrees 20 minutes 00 seconds to the right and run in a Southwesterly direction for a distance of 26.25 feet; thence turn a deflection angle of 83 degrees 30 minutes 29 seconds to the right and run in a Southwesterly direction for a distance of 125.37 feet; thence turn a deflection angle of 54 degrees 44 minutes 24 seconds to the left and run in a Southwesterly direction for a distance of 66.32 feet; thence turn a deflection angle of 48 degrees 45 minutes 42 seconds to the right and run in a Southwesterly direction for a distance of 52.66 feet; thence turn a deflection angle of 19 degrees 16 minutes 22 seconds to the left and run in a Southwesterly direction for a distance of 66.45 feet to the end of said centerline of creek; thence turn a deflection angle of 150 degrees 54 minutes 43 seconds to the left and run in a Northeasterly direction for a distance of 147.16 feet; thence turn a deflection angle of 86 degrees 40 minutes 28 seconds to the right and run in a Southeasterly direction for a distance of 775.76 feet; thence turn a deflection angle of 91 degrees 23 minutes 00 seconds to the right and run in a Southwesterly direction for a distance of 1002.50 feet; thence turn a deflection angle of 88 degrees 45 minutes 18 seconds to the right and run in a Northwesterly direction for a distance of 809.69 feet; thence turn a deflection angle of 86 degrees 48 minutes 45 seconds to the left and run in a Southwesterly direction for a distance of 1060.88 feet to the centerline of a creek; thence run along said centerline of creek as follows: turn a deflection angle of 89 degrees 01 minutes 04 seconds to the left and run in a Southwesterly direction for a distance of 130.25 feet; thence turn a deflection angle of 32 degrees 01 minutes 26 seconds to the right and run in a Southwesterly direction for a distance of 264.14 feet; thence turn a deflection angle of 49 degrees 27 minutes 18 seconds to the right and run in a Southwesterly direction for a distance of 120.76 feet; thence turn a deflection angle of 89 degrees 47 minutes 59 seconds to the left and run in a Southeasterly direction for a distance of 449.08 feet; thence turn a deflection angle of 65 degrees 31 minutes 10 seconds to the right and run in a Southwesterly direction for a distance of 147.22 feet; thence turn a deflection angle of 86 degrees 32 minutes 02 seconds to the left and run in a Southeasterly direction for a distance of 163.37 feet; thence turn a deflection angle of 93 degrees 16 minutes 38 seconds to the right and run in a Southwesterly direction for a distance of 183.81 feet; thence turn a deflection angle of 42 degrees 00 minutes 18 seconds to the left and run in a Southwesterly direction for a distance of 284.81 feet; thence turn a deflection angle of 46 degrees 54 minutes 37 seconds to the right and run in a Southwesterly direction for a distance of 67.40 feet to a point on the Northern-most right of way line of Southern Railroad and to the end of said centerline of creek; thence turn a deflection angle of 32 degrees 24 minutes 16 seconds to the right and run in a Northwesterly direction for a distance of 1241.08 feet to a point on a curve to the right; said curve having a radius of 3768.69 feet, a central angle of 03 degrees 27 minutes 17 seconds, a chord length of 227.21 feet; thence run along arc of said curve and along said Northern-most right of way line for a distance of 227.24 feet to a point on a compound curve to the right; said curve having a radius of 670.00 feet, a central angle of 41 degrees 05 minutes 20 seconds, a chord length of 470.25 feet; thence run along the arc of said curve and along said Northern-most right of way line for a distance of 480.48 feet; thence turn a deflection angle of 69 degrees 27 minutes 20 seconds to the left from chord and run in a Southwesterly direction radial to said curve for a distance of 100.00 feet to a point on a curve to the left; said curve having a radius of 770.00 feet, a central angle of 11 degrees 19 minutes 12 seconds, a chord length of 151.88 feet; thence run along the arc of said curve and along said Northern-most right of way line for a distance of 152.13 feet; thence turn a deflection angle of 144 degrees 49 minutes 05

seconds to the right from chord and run in a Northwesterly direction for a distance of 133.82 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northeasterly direction along said Northern-most right of way line for a distance of 50.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northwesterly direction along said Northern-most right of way line for a distance of 2085.40 feet to a point on a curve to the left; said curve having a radius of 5829.96 feet, a central angle of 01 degrees 37 minutes 56 seconds, a chord length of 166.08 feet; thence run along the arc of said curve and along said Northern most right of way line for a distance of 166.09 feet; thence turn a deflection angle of 90 degrees 48 minutes 58 seconds to the left from chord and run in a Southwesterly direction along said Northern-most right of way line and radial to said curve for a distance of 50.00 feet to a point on a curve to the left; said curve having a radius of 5779.96 feet, a central angle of 02 degrees 21 minutes 56 seconds, a chord length of 238.62 feet; thence run along arc of said curve and along said Northern-most right of way line for a distance of 238.63 feet to a point on the Eastern-most right of way line of Shelby County Road Number 23; thence turn a deflection angle of 51 degrees 41 minutes 07 seconds to the right from chord and run in a Northwesterly direction along said Eastern-most right of way line for a distance of 38.05 feet; thence turn a deflection angle of 47 degrees 39 minutes 00 seconds to the left and run in a Northwesterly direction along said Eastern-most right of way line for a distance of 403.96 feet to the point of commencement of a curve to the right; said curve having a radius of 676.20 feet, a central angle of 58 degrees 27 minutes 00 seconds, a chord length of 660.30 feet; thence run along the arc of said curve and along said Eastern-most right of way line for a distance of 689.82 feet; thence turn a deflection angle of 29 degrees 13 minutes 30 seconds to the right from chord and run in a Northwesterly direction along said Eastern-most right of way line for a distance of 1418.90 feet to a point on a curve to the right; said curve having a radius of 1105.92 feet, a central angle of 34 degrees 41 minutes 00 seconds, a chord length of 659.28 feet; thence run along arc of said curve and along said Eastern-most right of way line for a distance of 669.46 feet; thence turn a deflection angle of 17 degrees 20 minutes 30 seconds to the right from chord and run in a Northeasterly direction along said Eastern-most right of way line for a distance of 695.00 feet to a point on a curve to the right; said curve having a radius of 5689.58 feet, a central angle of 08 degrees 08 minutes 57 seconds, a chord length of 808.53 feet; thence run along the arc of said curve and along said Eastern-most right of way line for a distance of 809.21 feet; thence leaving said Eastern-most right of way line, turn a deflection angle of 69 degrees 08 minutes 52 seconds to the right from chord and run in a Southeasterly direction for a distance of 739.01 feet; thence turn a deflection angle of 92 degrees 35 minutes 57 seconds to the left and run in a Northeasterly direction for a distance of 823.25 feet; thence turn a deflection angle of 87 degrees 23 minutes 30 seconds to the left and run in a Northwesterly direction for a distance of 414.16 feet to a point on a curve to the left and a point on said Eastern-most right of way line; said curve having a radius of 1472.39 feet, a central angle of 08 degrees 18 minutes 32 seconds a deflection angle right of 91 degrees 25 minutes 23 seconds to the chord and a chord length of 213.34 feet; thence run along the arc of said curve and along said Eastern-most right of way line for a distance of 213.52 feet; thence turn a deflection angle of 04 degrees 09 minutes 16 seconds to the left from chord and run in a Northeasterly direction for a distance of 296.29 feet to the POINT OF BEGINNING. Said parcel contains 52,546,459 square feet, or 1,206.30 acres more or less. Less and except any portion lying within the Shelby County Road Number 16 Right of Way, the Shelby County Road Number 23 Right of Way and the Southern Railroad Right of Way.

LESS & EXCEPT

Less and Except a parcel of land situated in the East one-half of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run in an Easterly direction for a distance of 4343.07 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Southerly direction for a distance of 1741.47 feet to the POINT OF BEGINNING; thence turn a deflection angle left of 71 degrees 36 minutes 40 seconds and run in a Southeasterly direction for a distance of 143.14 feet; thence turn a deflection angle right 87 degrees 19 minutes 33 seconds and run in a Southwesterly direction for a distance of 349.80 feet; thence turn a deflection angle left 82 degrees 23 minutes 24 seconds and run in a Southeasterly direction for a distance of 128.57 feet; thence turn a deflection angle right 68 degrees 06 minutes 10 seconds and run in a Southeasterly direction for a distance of 118.84 feet; thence turn a deflection angle right 57 degrees 35 minutes 44 seconds and run in an Southwesterly direction for a distance of 117.94 feet; thence turn a deflection angle left 81 degrees 03 minutes 18 seconds and run in a Southeasterly direction for a distance of 57.48 feet; thence deflect left 76 degrees 24 minutes 56 seconds and run in a Northeasterly direction for a distance of 155.33 feet; thence turn a deflection angle right 97 degrees 59 minutes 12 seconds and run in a Southerly direction for a distance of 103.44 feet; thence turn a deflection angle to the left 91 degrees 23 minutes 27 seconds and run in an Easterly direction for a distance of 39.63 feet; thence turn a deflection angle right 89 degrees 39 minutes 01 seconds and run in a Southerly direction for a distance of 508.09 feet; thence turn a deflection angle right 90 degrees 22 minutes 20 seconds and run in a Westerly direction for a distance of 250.00 feet; thence turn a deflection angle right 33 degrees 54 minutes 03 seconds and run in a Northwesterly direction for a distance of 200.00 feet; thence turn a deflection angle right 51 degrees 44 minutes 59 seconds and run in a Northwesterly direction for a distance of 174.34 feet; thence turn a deflection angle left 10 degrees 27 minutes 00 seconds and run in a Northwesterly direction for a distance of 137.43 feet; thence turn a deflection angle right 07 degrees 55 minutes 39 seconds and run in a Northwesterly direction for a distance of 104.00 feet; thence turn a deflection angle right 07 degrees 19 minutes 02 seconds and run in a Northerly direction for a distance of 26.18 feet; thence turn a deflection angle left 65 degrees 41 minutes 29 seconds and run in a Northwesterly direction for a distance of 209.97 feet; thence turn a deflection angle right 55 degrees 21 minutes 29 seconds and run in a Northwesterly direction for a distance of 215.90 feet; thence turn a deflection angle right 14 degrees 11 minutes 09 seconds and run in a Northeasterly direction for a distance of 116.51 feet; thence turn a deflection angle to the right 30 degrees 41 minutes 51 seconds and run in a Northeasterly direction for a distance of 62.00 feet; thence turn a deflection angle to the right 56 degrees 17 minutes 46 seconds and run in an Easterly direction for a distance of 268.72 feet; thence turn a deflection angle to the left 71 degrees 51 minutes 42 seconds and run in a Northeasterly direction for a distance of 212.97 feet; thence turn a deflection angle to the right 34 degrees 33 minutes 40 seconds and run in a Northeasterly direction for a distance of 87.09 feet to the POINT OF BEGINNING. Said parcel contains 515,400 square feet or 11.83 acres more or less.

LESS & EXCEPT

Less and except a parcel of land situated in the East one-half of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run in an Easterly direction for a distance of 4518.22 feet; thence deflect right 87 degrees 47 minutes 56 seconds and run in a Southerly direction for a distance of 3077.73 feet; thence turn a deflection angle right 90 degrees 31 minute 14 seconds and run in a Westerly direction for a distance of 24.54 feet to the POINT OF BEGINNING; thence turn a deflection angle left 91 degrees 33 minutes 09 seconds and run in a Southerly direction for a distance of 293.97 feet; thence turn a deflection angle right 89 degrees 33 minutes 42 seconds and run in a Westerly direction for a distance of 82.55 feet to a point lying Easterly of CSX Railroad Track currently in place and the beginning of a curve to the right, said curve having a radius of 1620.79 feet, a central angle of 04 degrees 13 minutes 51 seconds, a chord distance of 119.66 feet and a deflection angle right to chord of 84 degrees 54 minutes 40 seconds; thence run along arc of said curve, and 30 feet parallel to centerline of said CSX Railroad, in a Northerly direction for a distance of 119.69 feet; thence turn a deflection angle right from chord of 05 degrees 39 minutes 47 seconds and run in a Northerly direction 30 feet parallel to centerline of said CSX Railroad for a distance of 178.04 feet; thence turn a deflection angle right 91 degrees 24 minutes 59 seconds and run in an easterly direction for a distance of 93.69 feet to the point of beginning. Said parcel contains 27,173 square feet or 0.62 acres, more or less.

PARCEL VI

Commence at the Northwest corner of the Northwest one-quarter of the Northeast one-quarter of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama and run in a Southerly direction along the West line of said quarter-quarter for a distance of 1199.33 feet to a point on a curve to the left and a point on the Southern-most right of way line of Southern Railroad; said curve having a radius of 3868.69 feet, a central angle of 02 degrees 08 minutes 52 seconds, a deflection angle of 77 degrees 30 minutes 26 seconds to the left to chord for a chord length of 145.02 feet; thence run along arc of said curve and along said Southern-most right of way for a distance of 145.03 feet; thence turn a deflection angle of 01 degrees 04 minutes 26 seconds to the left from chord and run in a Southeasterly direction along said Southern-most right of way line for a distance of 431.14 feet to the POINT OF BEGINNING; thence run along last described course for a distance of 794.59 feet; thence leaving said Southern-most right of way line, turn a deflection angle of 93 degrees 09 minutes 56 seconds to the right and run in a Southwesterly direction along said Southern-most right of way line for a distance of 28.19 feet; thence turn a deflection angle of 62 degrees 25 minutes 01 seconds to the left and run in a Southeasterly direction for a distance of 46.88 feet; thence turn a deflection angle of 50 degrees 41 minutes 25 seconds to the right and run in a Southerly direction for a distance of 10.53 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northwesterly direction for a distance of 32.90 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northerly direction for a distance of 25.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Westerly direction for a distance of 325.00 feet; thence turn a deflection angle of 30 degrees 57 minutes 50 seconds to the right and run in a Northwesterly direction for a distance of 116.62 feet; thence turn a deflection angle of 36 degrees 22 minutes 02 seconds to the left and run in a Westerly direction for a distance of 82.82 feet; thence turn a deflection angle of 34 degrees 53 minutes 46 seconds to the left and run in a Southwesterly direction for a distance of 86.52 feet; thence turn a deflection angle of 40 degrees 01 minutes 33 seconds to the right and run in a Westerly direction for a distance of 225.74 feet to a point on a curve to the left, said curve having a radius of 1874.90, a central angle of 00 degrees 33 minutes 20 seconds, a deflection angle left of 00 degrees 07 minutes 18 seconds to the chord of said curve for a chord length of 18.18 feet; thence run in a Westerly direction along the arc of said curve and along said right of way line for a distance of 18.18 feet; thence leaving said right of way line turn a deflection angle of 101 degrees 57 minutes 24 seconds to the right from chord of said curve and run in a Northeasterly direction for a distance of 169.52 feet to the POINT OF BEGINNING. Said parcel contains 75,282 square feet or 1.73 acres more or less. Less and except any portion lying within the Southern Railroad Right of Way.

Exhibit B
Lime Parcel

LIME PARCEL

PARCEL I

A parcel of land situated in the East one-half of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run in an Easterly direction for a distance of 4343.07 feet; thence deflect right 90 degrees 00 minutes 00 seconds and run in a Southerly direction for a distance of 1741.47 feet to the POINT OF BEGINNING; thence turn a deflection angle left of 71 degrees 36 minutes 40 seconds and run in a Southeasterly direction for a distance of 143.14 feet; thence turn a deflection angle right 87 degrees 19 minutes 33 seconds and run in a Southwesterly direction for a distance of 349.80 feet; thence turn a deflection angle left 82 degrees 23 minutes 24 seconds and run in a Southeasterly direction for a distance of 128.57 feet; thence turn a deflection angle right 68 degrees 06 minutes 10 seconds and run in a Southeasterly direction for a distance of 118.84 feet; thence turn a deflection angle right 57 degrees 35 minutes 44 seconds and run in an Southwesterly direction for a distance of 117.94 feet; thence turn a deflection angle left 81 degrees 03 minutes 18 seconds and run in a Southeasterly direction for a distance of 57.48 feet; thence deflect left 76 degrees 24 minutes 56 seconds and run in a Northeasterly direction for a distance of 155.33 feet; thence turn a deflection angle right 97 degrees 59 minutes 12 seconds and run in a Southerly direction for a distance of 103.44 feet; thence turn a deflection angle to the left 91 degrees 23 minutes 27 seconds and run in an Easterly direction for a distance of 39.63 feet; thence turn a deflection angle right 89 degrees 39 minutes 01 seconds and run in a Southerly direction for a distance of 508.09 feet; thence turn a deflection angle right 90 degrees 22 minutes 20 seconds and run in a Westerly direction for a distance of 250.00 feet; thence turn a deflection angle right 33 degrees 54 minutes 03 seconds and run in a Northwesterly direction for a distance of 200.00 feet; thence turn a deflection angle right 51 degrees 44 minutes 59 seconds and run in a Northwesterly direction for a distance of 174.34 feet; thence turn a deflection angle left 10 degrees 27 minutes 00 seconds and run in a Northwesterly direction for a distance of 137.43 feet; thence turn a deflection angle right 07 degrees 55 minutes 39 seconds and run in a Northwesterly direction for a distance of 104.00 feet; thence turn a deflection angle right 07 degrees 19 minutes 02 seconds and run in a Northerly direction for a distance of 26.18 feet; thence turn a deflection angle left 65 degrees 41 minutes 29 seconds and run in a Northwesterly direction for a distance of 209.97 feet; thence turn a deflection angle right 55 degrees 21 minutes 29 seconds and run in a Northwesterly direction for a distance of 215.90 feet; thence turn a deflection angle right 14 degrees 11 minutes 09 seconds and run in a Northeasterly direction for a distance of 116.51 feet; thence turn a deflection angle to the right 30 degrees 41 minutes 51 seconds and run in a Northeasterly direction for a distance of 62.00 feet; thence turn a deflection angle to the right 56 degrees 17 minutes 46 seconds and run in an Easterly direction for a distance of 268.72 feet; thence turn a deflection angle to the left 71 degrees 51 minutes 42 seconds and run in a Northeasterly direction for a distance of 212.97 feet; thence turn a deflection angle to the right 34 degrees 33 minutes 40 seconds and run in a Northeasterly direction for a distance of 87.09 feet to the POINT OF BEGINNING. Said parcel contains 515.400 square feet or 11.83 acres more or less.

PARCEL II

A parcel of land situated in the East one-half of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of said Section 24 and run in an Easterly direction for a distance of 4518.22 feet; thence deflect right 87 degrees 47 minutes 56 seconds and run in a Southerly direction for a distance of 3077.73 feet; thence turn a deflection angle right 90 degrees 31 minute 14 seconds and run in a Westerly direction for a distance of 24.54 feet to the POINT OF BEGINNING; thence turn a deflection angle left 91 degrees 33 minutes 09 seconds and run in a Southerly direction for a distance of 293.97 feet; thence turn a deflection angle right 89 degrees 33 minutes 42 seconds and run in a Westerly direction for a distance of 82.55 feet to a point lying Easterly of CSX Railroad Track currently in place and the beginning of a curve to the right, said curve having a radius of 1620.79 feet, a central angle of 04 degrees 13 minutes 51 seconds, a chord distance of 119.66 feet and a deflection angle right to chord of 84 degrees 54 minutes 40 seconds; thence run along arc of said curve, and 30 feet parallel to centerline of said CSX Railroad, in a Northerly direction for a distance of 119.69 feet; thence turn a deflection angle right from chord of 05 degrees 39 minutes 47 seconds and run in a Northerly direction 30 feet parallel to centerline of said CSX Railroad for a distance of 178.04 feet; thence turn a deflection angle right 91 degrees 24 minutes 59 seconds and run in an easterly direction for a distance of 93.69 feet to the point of beginning. Said parcel contains 27,173 square feet or 0.62 acres, more or less.

Exhibit 2.1.2(a)
Lime Parcel Extended Electricity Easements

Exhibit 2.1.2 (a): Lime Parcel Extended
Electricity Easements: Parcel I

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4575.98 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1682.51 feet to the POINT OF BEGINNING of a centerline of a 20 foot easement lying 10 feet parallel and adjacent to each side of said centerline; thence turn a deflection angle of 32 degrees 07 minutes 51 seconds to the right and run in a Southwesterly direction for a distance of 82.52 feet; thence turn a deflection angle of 119 degrees 43 minutes 26 seconds to the left and run in a Southeasterly direction for a distance of 137.45 feet to the end of the easement herein described. Said parcel contains 4,399 square feet or 0.10 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

Exhibit 2.1.2 (a): Lime Parcel Extended
Electricity Easements: Parcel II

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4639.75 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1872.98 feet to the POINT OF BEGINNING; thence turn a deflection angle of 136 degrees 27 minutes 33 seconds to the right and run in a Northwesterly direction for a distance of 138.65 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southwesterly direction for a distance of 25.18 feet; thence turn a deflection angle of 74 degrees 33 minutes 29 seconds to the left and run in a Southeasterly direction for a distance of 90.47 feet; thence turn a deflection angle of 41 degrees 41 minutes 25 seconds to the right and run in a Southwesterly direction for a distance of 147.25 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 20.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northeasterly direction for a distance of 154.86 feet; thence turn a deflection angle of 41 degrees 41 minutes 25 seconds to the left and run in a Northwesterly direction for a distance of 45.15 feet; thence turn a deflection angle of 164 degrees 33 minutes 29 seconds to the right and run in a Southeasterly direction for a distance of 82.30 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northeasterly direction for a distance of 20.00 feet to the POINT OF BEGINNING. Said parcel contains 7,296 square feet or 0.168 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL

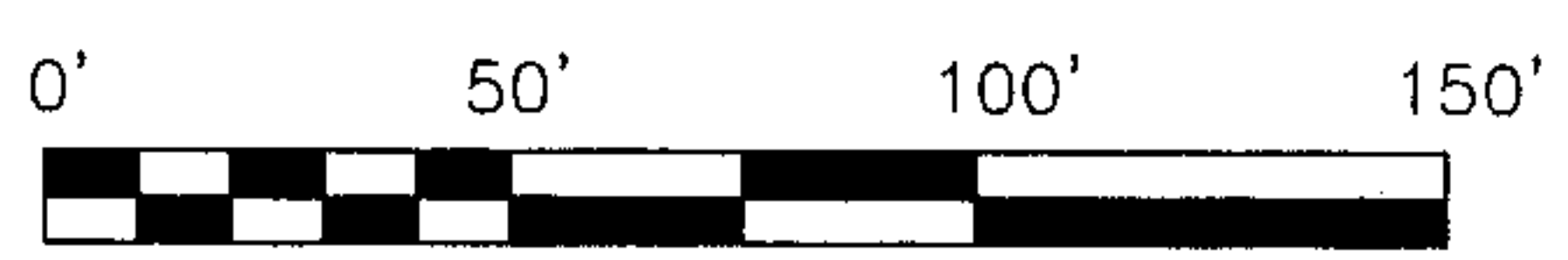
SEC. 13, T22S, R3W
SEC. 24, T22S, R3W

CEMENT PARCEL

EASEMENT
PARCEL I

LIME PARCEL

EASEMENT
PARCEL II



SCALE IN FEET

**Exhibit 2.1.2 (a): Lime Parcel Extended
Electricity Easements**

Exhibit 2.1.2(b)
Lime Parcel Extended Industrial Water Delivery Easement

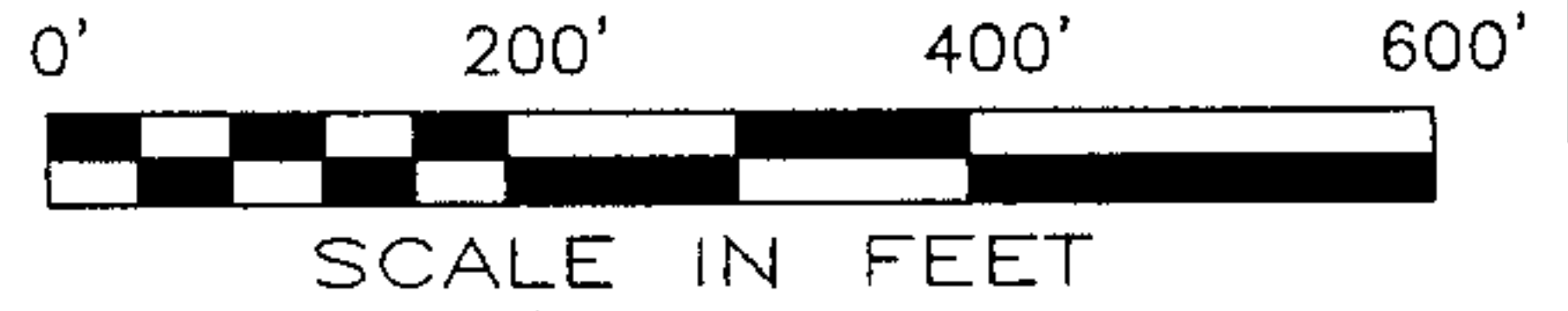
[New York #981750 v5]

Exhibit 2.1.2 (b): Lime Parcel Extended
Industrial Water Delivery Easement

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4589.72 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1680.34 feet to the POINT OF BEGINNING of a centerline of a 30 foot easement lying 15 feet parallel and adjacent to each side of said centerline; thence turn a deflection angle of 66 degrees 36 minutes 18 seconds to the left and run in a Southeasterly direction for a distance of 100.85 feet; thence turn a deflection angle of 82 degrees 40 minutes 08 seconds to the left and run in a Northeasterly direction for a distance of 90.05 feet; thence turn a deflection angle of 72 degrees 58 minutes 11 seconds to the right and run in a Southeasterly direction for a distance of 500.56 feet to the end of the easement herein described. Said parcel contains 20,744 square feet or 0.48 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W
NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



CEMENT PARCEL

EASEMENT

LIME PARCEL

**Exhibit 2.1.2 (b): Lime Parcel Extended
Industrial Water Delivery Easement**

Exhibit 2.1.2(c)
Lime Parcel Natural Gas Easement

[New York #981750 v5]

Exhibit 2.1.2 (c): Lime Parcel
Natural Gas Easement

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4629.83 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 2893.02 feet to the POINT OF BEGINNING of a centerline of a 20 foot easement lying 10 feet parallel and adjacent to each side of said centerline; thence turn a deflection angle of 92 degrees 27 minutes 44 seconds to the left and run in an Easterly direction for a distance of 342.58 feet; thence turn a deflection angle of 90 degrees 31 minutes 27 seconds to the left and run in a Northerly direction for a distance of 75.41 feet; thence turn a deflection angle of 90 degrees 42 minutes 31 seconds to the right and run in an Easterly direction for a distance of 353.14 feet; thence turn a deflection angle of 93 degrees 20 minutes 31 seconds to the right and run in a Southerly direction for a distance of 65.47 feet to the end of the easement herein described. Said parcel contains 16,732 square feet or 0.38 acres more or less. The beginning point of the above-described easement is to be contiguous with the Eastern boundary of the Lime Parcel.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.



SEC. 13, T22S, R3W
SEC. 24, T22S, R3W

NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



0' 200' 400' 600'



SCALE IN FEET

LIME PARCEL

EASEMENT

CEMENT PARCEL

**Exhibit 2.1.2 (c): Lime Parcel
Natural Gas Easement**

Exhibit 2.1.3(a)
Lime Parcel Extended Coal and Coke Conveyor Belt Easement

[New York #981750 v5]

Exhibit 2.1.3 (a): Lime Parcel Extended
Coal and Coke Conveyor Belt Easement

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 5074.42 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 2781.63 feet to the POINT OF BEGINNING; thence turn a deflection angle of 92 degrees 33 minutes 47 seconds to the left and run in an Easterly direction for a distance of 623.68 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northerly direction for a distance of 35.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in an Easterly direction for a distance of 30.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 100.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Westerly direction for a distance of 30.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northerly direction for a distance of 35.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Westerly direction for a distance of 623.68 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northerly direction for a distance of 30.00 feet to the POINT OF BEGINNING. Said parcel contains 21,710 square feet or 0.498 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W

NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



LIME PARCEL

CEMENT PARCEL

EASEMENT

**Exhibit 2.1.3 (a): Lime Parcel Extended
Coal and Coke Conveyor Belt Easement**

Exhibit 2.1.3(b)
Lime Parcel Stacking Tube and Storage Easement

[New York #981750 v5]

Exhibit 2.1.3 (b): Lime Parcel Stacking
Tube and Storage Easement

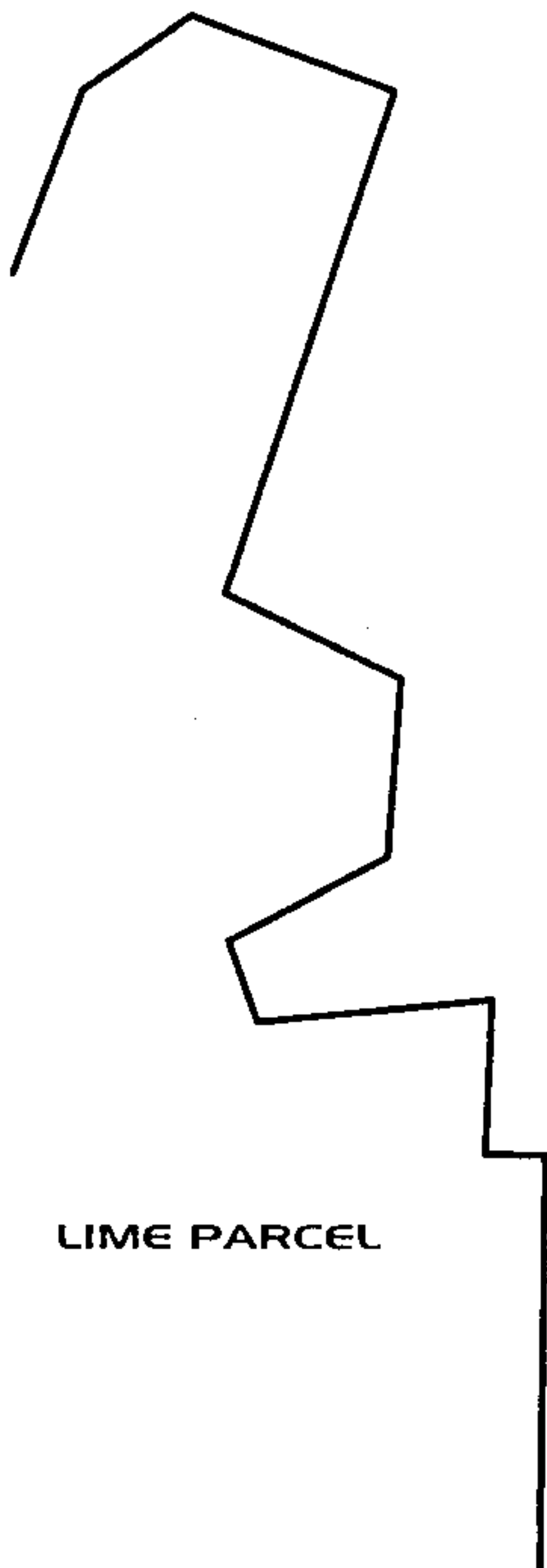
Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4863.94 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 986.71 feet to the POINT OF BEGINNING; thence turn a deflection angle 92 degrees 22 minutes 15 seconds to the left and run in an Easterly direction for a distance of 59.59 feet; thence turn a deflection angle of 38 degrees 33 minutes 47 seconds to the right and run in a Southeasterly direction for a distance of 56.36 feet; thence turn a deflection angle of 25 degrees 02 minutes 12 seconds to the right and run in a Southeasterly direction for a distance of 64.27 feet; thence turn a deflection angle of 22 degrees 19 minutes 10 seconds to the right and run in a Southeasterly direction for a distance of 78.74 feet; thence turn a deflection angle of 35 degrees 52 minutes 30 seconds to the right and run in a Southwesterly direction for a distance of 111.84 feet; thence turn a deflection angle of 08 degrees 40 minutes 05 seconds to the left and run in a Southwesterly direction for a distance of 78.49 feet; thence turn a deflection angle of 31 degrees 20 minutes 20 seconds to the right and run in a Southwesterly direction for a distance of 56.21 feet; thence turn a deflection angle of 19 degrees 09 minutes 50 seconds to the left and run in a Southwesterly direction for a distance of 75.66 feet; thence turn a deflection angle of 40 degrees 39 minutes 53 seconds to the right and run in a Southwesterly direction for a distance of 81.46 feet; thence turn a deflection angle of 74 degrees 10 minutes 13 seconds to the left and run in a Southerly direction for a distance of 79.14 feet; thence turn a deflection angle of 74 degrees 49 minutes 47 seconds to the right and run in a Southwesterly direction for a distance of 87.02 feet; thence turn a deflection angle of 01 degree 53 minutes 59 seconds to the right and run in a Southwesterly direction for a distance of 52.68 feet; thence turn a deflection angle of 13 degrees 42 minutes 29 seconds to the left and run in a Southwesterly direction for a distance of 48.57 feet; thence turn a deflection angle of 66 degrees 33 minutes 22 seconds to the right and run in a Northwesterly direction for a distance of 59.78 feet; thence turn a deflection angle of 18 degrees 54 minutes 09 seconds to the right and run in a Northwesterly direction for a distance of 40.81 feet; thence turn a deflection angle of 40 degrees 27 minutes 42 seconds to the right and run in a Northeasterly direction for a distance of 101.40 feet; thence turn a deflection angle of 36 degrees 42 minutes 39 seconds to the right and run in a Northeasterly direction for a distance of 310.03 feet; thence turn a deflection angle of 19 degrees 59 minutes 00 seconds to the left and run in a Northeasterly direction for a distance of 68.52 feet; thence turn a deflection angle of 10 degrees 20 minutes 36 seconds to the left and run in a Northeasterly direction for a distance of 58.57 feet; thence turn a deflection angle of 09 degrees 08 minutes 55 seconds to the right and run in a Northeasterly direction for a distance of 65.27 feet; thence turn a deflection angle of 35 degrees 12 minutes 24 seconds to the right and run in a Northeasterly direction for a distance of 49.19 feet; which is the POINT OF BEGINNING. Said parcel having an area of 137,356 square feet or 3.153 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W
NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



EASEMENT



LIME PARCEL

CEMENT PARCEL

Exhibit 2.1.3 (b): Lime Parcel Stacking
Tube and Storage Easement

Exhibit 2.1.3(c)

Lime Parcel Underground Conveyor Belt, Feeders and Tunnel Easement

[New York #981750 v5]

Exhibit 2.1.3 (c): Lime Parcel Underground Conveyor Belt,
Feeders and Tunnel Easement

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4765.09 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1328.40 feet to the POINT OF BEGINNING of a centerline of a 30 foot easement lying 15 feet parallel and adjacent to each side of said centerline; thence turn a deflection angle of 49 degrees 29 minutes 09 seconds to the right and run in a Southwesterly direction for a distance of 428.97 feet to the end of the easement herein described. Said parcel contains 12,869 square feet or 0.30 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W
NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



0' 200' 400' 600'
SCALE IN FEET

ROCK STORAGE

EASEMENT

CEMENT PARCEL

LIME PARCEL

**Exhibit 2.1.3 (c): Lime Parcel
Underground Conveyor Belt, Feeders
and Tunnel Easement**

GSA
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FAX: (205) 942-3033
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Exhibit 2.1.3(d)
Lime Parcel Conveyor Belt #1 Easement

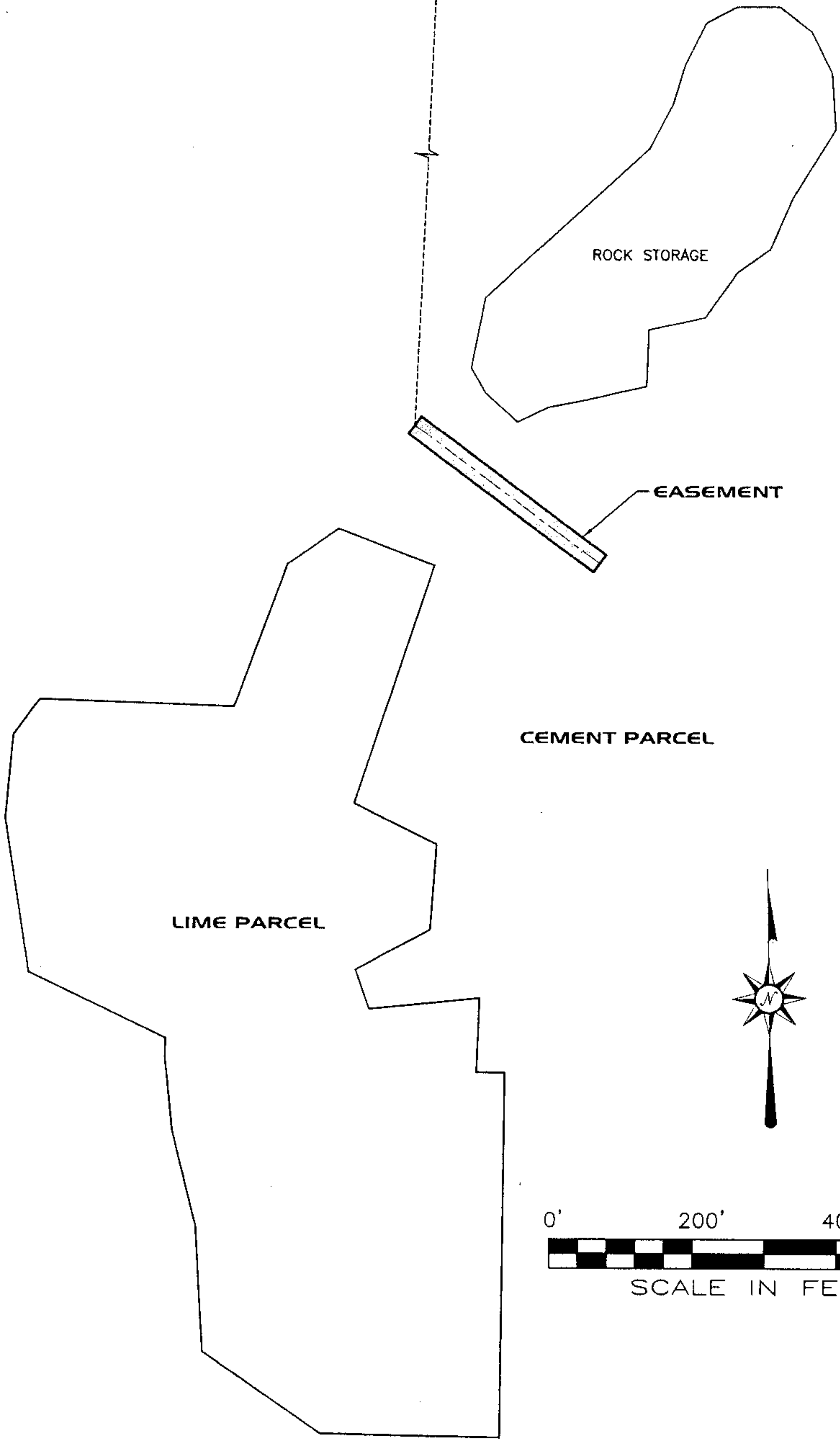
[New York #981750 v5]

Exhibit 2.1.3 (d): Lime Parcel Conveyor
Belt #1 Easement

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4442.21 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1593.47 feet to the POINT OF BEGINNING of a centerline of a 30 foot easement lying 15 feet parallel and adjacent to each side of said centerline; thence turn a deflection angle of 56 degrees 21 minutes 05 seconds to the left and run in a Southeasterly direction 322.04 feet to the end of the easement herein described. Said parcel contains 9,661 square feet or 0.22 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W
NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



0' 200' 400' 600'
SCALE IN FEET

**Exhibit 2.1.3 (d): Lime Parcel Conveyor
Belt #1 Easement**

Exhibit 2.1.3(e)
Lime Parcel Crushers and Screens Easements

[New York #981750 v5]

Exhibit 2.1.3 (e): Lime Parcel Crushers
And Screens Easements: Parcel I

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4582.13 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1694.36 feet; thence turn a deflection angle of 74 degrees 33 minutes 51 seconds to the left and run in a Southeasterly direction for a distance of 83.86 feet to the POINT OF BEGINNING; thence continue along the last described course for a distance of 69.57 feet; thence turn a deflection angle of 86 degrees 06 minutes 45 seconds to the right and run in a Southwesterly direction for a distance of 23.21 feet; thence turn a deflection angle of 21 degrees 06 minutes 53 seconds to the right and run in a Southwesterly direction for a distance of 30.89 feet; thence turn a deflection angle of 65 degrees 13 minutes 49 seconds to the right and run in a Northwesterly direction for a distance of 57.12 feet; thence turn a deflection angle of 118 degrees 48 minutes 12 seconds to the right and run in a Northeasterly direction for a distance of 25.08 feet; thence turn a deflection angle of 92 degrees 23 minutes 15 seconds to the left and run in a Northwesterly direction for a distance of 25.06 feet; thence turn a deflection angle of 88 degrees 59 minutes 42 seconds to the right and run in a Northeasterly direction for a distance of 30.13 feet to the POINT OF BEGINNING. Said parcel contains 3,725 square feet or 0.086 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

Exhibit 2.1.3 (e): Lime Parcel Crushers
And Screens Easements: Parcel II


Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4582.13 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1868.37 feet; thence turn a deflection angle of 75 degrees 31 minutes 37 seconds to the left and run in a Southeasterly direction for a distance of 50.67 feet to the POINT OF BEGINNING; thence continue along the last described course for a distance of 38.94 feet; thence turn a deflection angle of 90 degrees 35 minutes 25 seconds to the right and run in a Southwesterly direction for a distance of 28.62 feet; thence turn a deflection angle of 90 degrees 05 minutes 02 seconds to the right and run in a Northwesterly direction for a distance of 38.82 feet; thence turn a deflection angle of 89 degrees 40 minutes 35 seconds to the right and run in a Northeasterly direction for a distance of 28.16 feet to the POINT OF BEGINNING. Said parcel contains 1,104 square feet or 0.025 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

Exhibit 2.1.3 (e): Lime Parcel Crushers
And Screens Easements: Parcel III

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4582.13 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 2016.48 feet to the POINT OF BEGINNING; thence turn a deflection angle of 75 degrees 19 minutes 57 seconds to the left and run in a Southeasterly direction for a distance of 63.46 feet; thence turn a deflection angle of 91 degrees 16 minutes 45 seconds to the right and run in a Southwesterly direction for a distance of 25.61 feet; thence turn a deflection angle of 88 degrees 43 minutes 15 seconds to the right and run in a Northwesterly direction for a distance of 63.46 feet; thence turn a deflection angle of 91 degrees 16 minutes 45 seconds to the right and run in a Northeasterly direction for a distance of 25.61 feet to the POINT OF BEGINNING. Said parcel contains 1,625 square feet or 0.037 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.


 SEC. 13, T22S, R3W
 SEC. 24, T22S, R3W
 NORTHWEST CORNER
 SEC. 24, T22S, R3W
 SHELBY COUNTY, AL

LIME PARCEL

CEMENT PARCEL

EASEMENT
PARCEL I

EASEMENT
PARCEL II

EASEMENT
PARCEL III



**Exhibit 2.1.3 (e): Lime Parcel Crushers
and Screens Easements**

Exhibit 2.1.3(f)
Lime Parcel Crushers and Screens Conveyor Belt Easement

[New York #981750 v5]

Exhibit 2.1.3 (f): Lime Parcel Crushers
And Screens Conveyor Belt Easement

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4682.71 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1709.47 feet to the POINT OF BEGINNING; thence turn a deflection angle of 74 degrees 38 minutes 57 seconds to the left and run in a Southeasterly direction for a distance of 30.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southwesterly direction for a distance of 23.50 feet; thence turn a deflection angle of 87 degrees 15 minutes 56 seconds to the left and run in a Southeasterly direction for a distance of 17.96 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southwesterly direction for a distance of 56.53 feet; thence turn a deflection angle of 31 degrees 19 minutes 08 seconds to the left and run in a Southeasterly direction for a distance of 121.73 feet; thence turn a deflection angle of 56 degrees 14 minutes 10 seconds to the right and run in a Southwesterly direction for a distance of 20.02 feet; thence turn a deflection angle of 62 degrees 31 minutes 00 seconds to the right and run in a Northwesterly direction for a distance of 55.39 feet; thence turn a deflection angle of 93 degrees 06 minutes 54 seconds to the left and run in a Southwesterly direction for a distance of 75.67 feet; thence turn a deflection angle of 01 degree 37 minutes 29 seconds to the left and run in a Southwesterly direction for a distance of 69.68 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northwesterly direction for a distance of 15.00 feet; thence turn a deflection angle of 17 degrees 54 minutes 37 seconds to the right and run in a Northwesterly direction for a distance of 33.63 feet; thence turn a deflection angle of 10 degrees 32 minutes 25 seconds to the left and run in a Northwesterly direction for a distance of 15.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northeasterly direction for a distance of 67.30 feet; thence turn a deflection angle of 00 degrees 59 minutes 59 seconds to the left and run in a Northeasterly direction for a distance of 93.82 feet; thence turn a deflection angle of 88 degrees 28 minutes 59 seconds to the right and run in a Southeasterly direction for a distance of 7.92 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northeasterly direction for a distance of 50.24 feet; thence turn a deflection angle of 00 degrees 16 minutes 54 seconds to the left and run in a Northeasterly direction for a distance of 131.82 feet to the POINT OF BEGINNING. Said parcel contains 20,990 square feet or 0.482 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W

NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



0' 50' 100' 200'



SCALE IN FEET

LIME PARCEL

CEMENT PARCEL

EASEMENT

**Exhibit 2.1.3 (f): Lime Parcel Crushers
and Screens Conveyor Belt Easement**

Exhibit 2.1.3(g)
Lime Parcel Conveyor Belts #9 through #13 Easement

[New York #981750 v5]

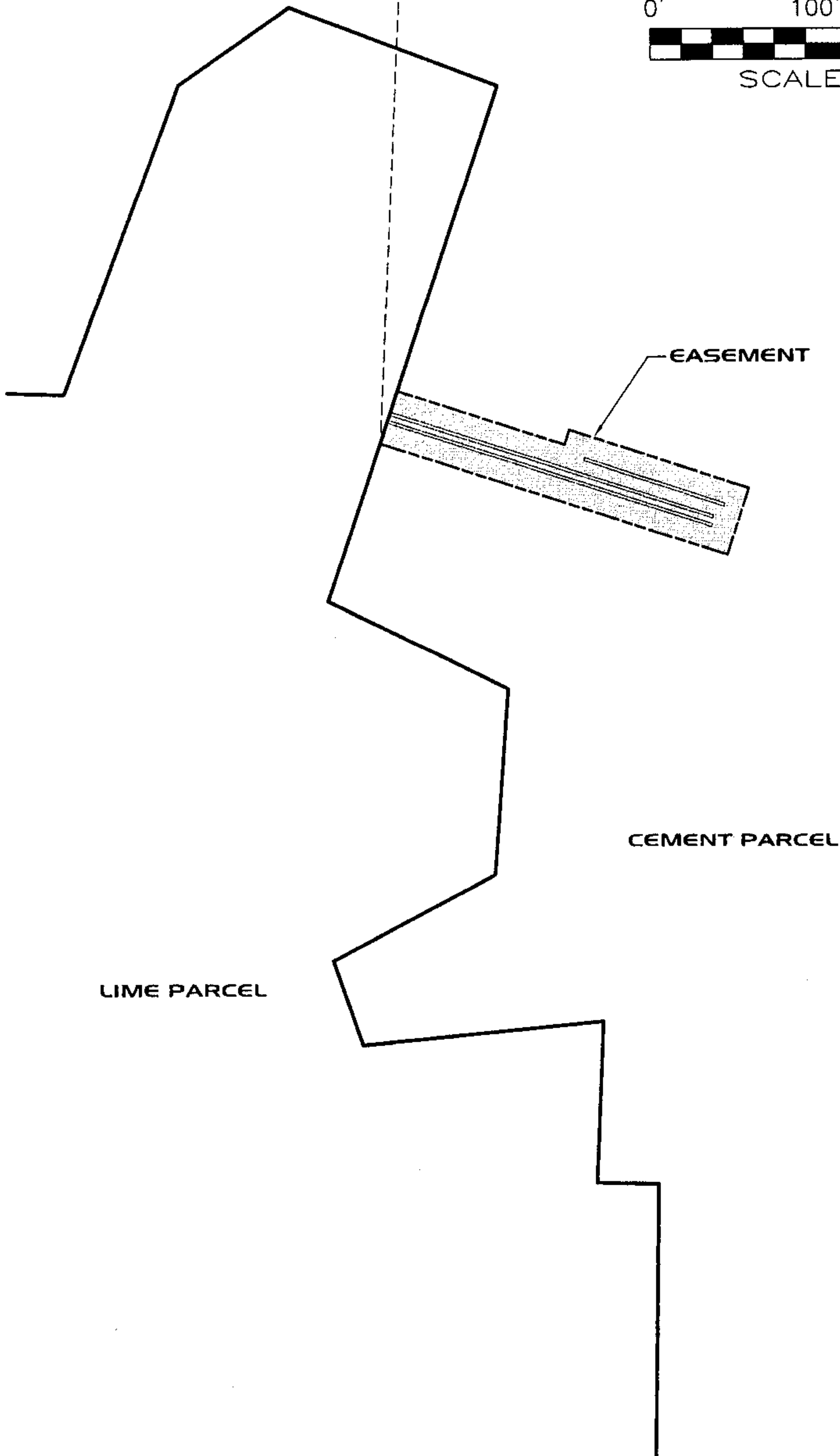
Exhibit 2.1.3 (g): Lime Parcel Conveyor
Belts #9 through #13 Easement

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4413.64 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 2019.33 feet to the POINT OF BEGINNING lying on the Eastern boundary of the Lime Parcel; thence turn a deflection angle of 74 degrees 55 minutes 57 seconds to the left and run in a Southeasterly direction for a distance of 234.57 feet; thence turn a deflection angle of 89 degrees 43 minutes 53 seconds to the left and run in a Northeasterly direction for a distance of 44.87 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the left and run in a Northwesterly direction for a distance of 121.42 feet; thence turn a deflection angle of 90 degrees 16 minutes 07 seconds to the left and run in a Southwesterly direction for a distance of 10.01 feet; thence turn a deflection angle of 89 degrees 58 minutes 46 seconds to the right and run in a Northwesterly direction for a distance of 112.96 feet to a point on the Eastern boundary of the Lime Parcel; thence turn a deflection angle of 89 degrees 20 minutes 18 seconds to the left and run in a Southwesterly direction along the Eastern boundary of Lime Parcel for a distance of 35.39 feet to the POINT OF BEGINNING. Said parcel contains 9,484 square feet or 0.218 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.



SEC. 13, T22S, R3W
SEC. 24, T22S, R3W
NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



**Exhibit 2.I.3 (g): Lime Parcel Conveyor
Belts #9 through #13 Easement**

Exhibit 2.1.3(h)
Lime Parcel MCC and Control Room Easements

[New York #981750 v5]

Exhibit 2.1.3 (h): Lime Parcel MCC
And Control Room Easements: Parcel I

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4515.23 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1607.19 feet; thence turn a deflection angle of 70 degrees 40 minutes 48 seconds to the left and run in a Southeasterly direction for a distance of 86.41 feet to the POINT OF BEGINNING; thence continue along the last described course for a distance of 20.14 feet; thence turn a deflection angle of 92 degrees 42 minutes 26 seconds to the right and run in a Southwesterly direction for a distance of 6.41 feet; thence turn a deflection angle of 92 degrees 29 minutes 59 seconds to the left and run in a Southeasterly direction for a distance of 50.79 feet; thence turn a deflection angle of 90 degrees 15 minutes 15 seconds to the right and run in a Southwesterly direction for a distance of 27.52 feet; thence turn a deflection angle of 89 degrees 44 minutes 45 seconds to the right and run in a Northwesterly direction for a distance of 50.79 feet; thence turn a deflection angle of 90 degrees 15 minutes 15 seconds to the right and run in a Northeasterly direction for a distance of 16.95 feet; thence turn a deflection angle of 90 degrees 11 minutes 21 seconds to the left and run in a Northwesterly direction for a distance of 20.03 feet; thence turn a deflection angle of 90 degrees 40 minutes 01 seconds to the right and run in a Northeasterly direction for a distance of 16.88 feet to the POINT OF BEGINNING. Said parcel contains 1,736 square feet or 0.04 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

Exhibit 2.1.3 (h): Lime Parcel MCC
And Control Room Easements: Parcel II

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4515.23 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1748.00 feet to the POINT OF BEGINNING; thence turn a deflection angle of 74 degrees 22 minutes 14 seconds to the left and run in a Southeasterly direction for a distance of 9.91 feet; thence turn a deflection angle of 87 degrees 21 minutes 09 seconds to the left and run in a Northeasterly direction for a distance of 2.42 feet; thence turn a deflection angle of 87 degrees 11 minutes 13 seconds to the right and run in a Southeasterly direction for a distance of 18.43 feet; thence turn a deflection angle of 90 degrees 01 minutes 23 seconds to the right and run in a Southwesterly direction for a distance of 38.34 feet; thence turn a deflection angle of 90 degrees 20 minutes 35 seconds to the right and run in a Northwesterly direction for a distance of 18.23 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northeasterly direction for a distance of 25.61 feet; thence turn a deflection angle of 91 degrees 08 minutes 50 seconds to the left and run in a Northwesterly direction for a distance of 10.24 feet; thence turn a deflection angle of 90 degrees 00

minutes 00 seconds to the right and run in a Northeasterly direction for a distance of 10.37 feet to the POINT OF BEGINNING. Said parcel contains 801 square feet or 0.018 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W
NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



FENCE

EASEMENT
PARCEL I

EASEMENT
PARCEL II

LIME PARCEL

CEMENT PARCEL

**Exhibit 2.1.3 (h): Lime Parcel MCC
and Control Room Easements**

Exhibit 2.1.3(i)
Lime Parcel Revised LKD Easement

[New York #981750 v5]

Exhibit 2.1.3 (i): Lime Parcel Revised
LKD Easement

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4574.26 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 2453.99 feet to the POINT OF BEGINNING of a centerline of a 30 foot easement lying 15 feet parallel and adjacent to each side of said centerline, said point also being a point on the Eastern boundary of the Lime Parcel; thence turn a deflection angle of 89 degrees 26 minutes 09 seconds to the left and run in an Easterly direction for a distance of 147.76 feet; thence turn a deflection angle of 41 degrees 19 minutes 54 seconds to the left and run in a Northeasterly direction for a distance of 278.78 feet to the end of the easement herein described. Said parcel contains 12,796 square feet or 0.29 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W
NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL

CEMENT PARCEL

EASEMENT

LIME PARCEL



SCALE IN FEET

Exhibit 2.1.3 (i): Lime Parcel Revised
LKD Easement

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Exhibit 2.1.4(a)
**Lime Parcel Coal and Coke Storage Area Non-Domestic Liquid Waste
Drainage System Easement**

[New York #981750 v5]

Exhibit 2.1.4 (a): Lime Parcel Coal and Coke Storage Area
Non-Domestic Liquid Waste Drainage System Easement

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4530.58 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 4532.60 feet to the POINT OF BEGINNING; thence turn a deflection angle of 109 degrees 02 minutes 19 seconds to the left and run in a Northeasterly direction for a distance of 79.99 feet; thence turn a deflection angle of 90 degrees 18 minutes 01 seconds to the right and run in a Southeasterly direction for a distance of 78.58 feet; thence turn a deflection angle of 32 degrees 45 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 67.59 feet; thence turn a deflection angle of 36 degrees 11 minutes 00 seconds to the right and run in a Southeasterly direction for a distance of 54.92 feet; thence turn a deflection angle of 25 degrees 02 minutes 39 seconds to the right and run in a Southwesterly direction for a distance of 81.90 feet; thence turn a deflection angle of 53 degrees 26 minutes 38 seconds to the left and run in a Southeasterly direction for a distance of 146.15 feet; thence turn a deflection angle of 28 degrees 26 minutes 52 seconds to the right and run in a Southeasterly direction for a distance of 43.10 feet; thence turn a deflection angle of 38 degrees 25 minutes 07 seconds to the right and run in a Southwesterly direction for a distance of 70.75 feet; thence turn a deflection angle of 08 degrees 16 minutes 04 seconds to the left and run in a Southwesterly direction for a distance of 66.87 feet; thence turn a deflection angle of 32 degrees 15 minutes 57 seconds to the right and run in a Southwesterly direction for a distance of 78.71 feet; thence turn a deflection angle of 22 degrees 46 minutes 38 seconds to the right and run in a Southwesterly direction for a distance of 61.58 feet; thence turn a deflection angle of 42 degrees 03 minutes 31 seconds to the right and run in a Northwesterly direction for a distance of 78.79 feet; thence turn a deflection angle of 17 degrees 57 minutes 46 seconds to the right and run in a Northwesterly direction for a distance of 121.59 feet; thence turn a deflection angle of 29 degrees 34 minutes 26 seconds to the left and run in a Northwesterly direction for a distance of 25.19 feet; thence turn a deflection angle of 75 degrees 24 minutes 06 seconds to the left and run in a Southwesterly direction for a distance of 125.93 feet; thence turn a deflection angle of 08 degrees 28 minutes 11 seconds to the left and run in a Southwesterly direction for a distance of 156.88 feet; thence turn a deflection angle of 12 degrees 56 minutes 29 seconds to the left and run in a Southwesterly direction for a distance of 121.39 feet; thence turn a deflection angle of 16 degrees 58 minutes 21 seconds to the left and run in a Southeasterly direction for a distance of 134.08 feet; thence turn a deflection angle of 66 degrees 10 minutes 02 seconds to the left and run in a Southeasterly direction for a distance of 215.55 feet; thence turn a deflection angle of 16 degrees 15 minutes 20 seconds to the right and run in a Southeasterly direction for a distance of 122.03 feet; thence turn a deflection angle of 14 degrees 39 minutes 43 seconds to the left and run in a Southeasterly direction for a distance of 61.05 feet; thence turn a deflection angle of 29 degrees 16 minutes 41 seconds to the left and run in a Northeasterly direction for a distance of 70.39 feet; thence turn a deflection angle of 15 degrees 34 minutes 30 seconds to the left and run in a Northeasterly direction for a distance of 50.24 feet; thence turn a deflection angle of 20 degrees 36 minutes 33 seconds to the right and run in a Northeasterly direction for a distance of 85.85 feet; thence turn a deflection angle of 13 degrees 28 minutes 37 seconds to the right and run in a Northeasterly direction for a distance of 73.55 feet; thence turn a deflection angle of 21 degrees 42 minutes 40 seconds to the right and run in a Southeasterly direction for a distance of 45.25 feet;

thence turn a deflection angle of 18 degrees 18 minutes 00 seconds to the right and run in a Southeasterly direction for a distance of 74.88 feet; thence turn a deflection angle of 18 degrees 51 minutes 45 seconds to the right and run in a Southeasterly direction for a distance of 131.41 feet; thence turn a deflection angle of 04 degrees 51 minutes 24 seconds to the left and run in a Southeasterly direction for a distance of 125.43 feet; thence turn a deflection angle of 08 degrees 01 minutes 28 seconds to the right and run in a Southeasterly direction for a distance of 46.51 feet; thence turn a deflection angle of 11 degrees 49 minutes 28 seconds to the left and run in a Southeasterly direction for a distance of 60.46 feet; thence turn a deflection angle of 09 degrees 57 minutes 34 seconds to the left and run in a Southeasterly direction for a distance of 50.36 feet; thence turn a deflection angle of 12 degrees 28 minutes 37 seconds to the left and run in a Southeasterly direction for a distance of 174.36 feet; thence turn a deflection angle of 12 degrees 16 minutes 38 seconds to the left and run in a Southeasterly direction for a distance of 34.78 feet; thence turn a deflection angle of 73 degrees 32 minutes 05 seconds to the left and run in a Northeasterly direction for a distance of 230.39 feet; thence turn a deflection angle of 55 degrees 15 minutes 54 seconds to the left and run in a Northwesterly direction for a distance of 129.02 feet; thence turn a deflection angle of 04 degrees 01 minutes 44 seconds to the right and run in a Northwesterly direction for a distance of 110.33 feet; thence turn a deflection angle of 01 degree 16 minutes 25 seconds to the left and run in a Northwesterly direction for a distance of 115.33 feet; thence turn a deflection angle of 00 degrees 26 minutes 37 seconds to the left and run in a Northwesterly direction for a distance of 114.57 feet; thence turn a deflection angle of 01 degree 28 minutes 04 seconds to the left and run in a Northwesterly direction for a distance of 58.53 feet; thence turn a deflection angle of 05 degrees 23 minutes 29 seconds to the right and run in a Northwesterly direction for a distance of 59.65 feet; thence turn a deflection angle of 02 degrees 29 minutes 01 seconds to the left and run in a Northwesterly direction for a distance of 211.60 feet; thence turn a deflection angle of 02 degrees 41 minutes 45 seconds to the right and run in a Northwesterly direction for a distance of 60.64 feet; thence turn a deflection angle of 07 degrees 53 minutes 57 seconds to the left and run in a Northwesterly direction for a distance of 63.34 feet; thence turn a deflection angle of 06 degrees 18 minutes 31 seconds to the right and run in a Northwesterly direction for a distance of 59.19 feet; thence turn a deflection angle of 02 degrees 59 minutes 02 seconds to the right and run in a Northwesterly direction for a distance of 171.73 feet; thence turn a deflection angle of 10 degrees 11 minutes 05 seconds to the right and run in a Northwesterly direction for a distance of 131.97 feet; thence turn a deflection angle of 09 degrees 31 minutes 13 seconds to the right and run in a Northeasterly direction for a distance of 102.00 feet; thence turn a deflection angle of 03 degrees 20 minutes 38 seconds to the left and run in a Northerly direction for a distance of 65.68 feet; thence turn a deflection angle of 10 degrees 58 minutes 02 seconds to the right and run in a Northeasterly direction for a distance of 49.17 feet; thence turn a deflection angle of 14 degrees 08 minutes 43 seconds to the left and run in a Northerly direction for a distance of 118.82 feet; thence turn a deflection angle of 05 degrees 46 minutes 21 seconds to the right and run in a Northeasterly direction for a distance of 115.93 feet; thence turn a deflection angle of 04 degrees 08 minutes 52 seconds to the left and run in a Northerly direction for a distance of 60.30 feet; thence turn a deflection angle of 14 degrees 39 minutes 07 seconds to the right and run in a Northeasterly direction for a distance of 172.42 feet; thence turn a deflection angle of 03 degrees 33 minutes 34 seconds to the left and run in a Northeasterly direction for a distance of 164.22 feet; thence turn a deflection angle of 08 degrees 15 minutes 37 seconds to the left and run in a Northeasterly direction for a distance of 58.24 feet; thence turn a deflection angle of 06 degrees 40 minutes 49 seconds to the left and run in a

Northerly direction for a distance of 58.14 feet; thence turn a deflection angle of 03 degrees 48 minutes 24 seconds to the left and run in a Northwesterly direction for a distance of 261.59 feet; thence turn a deflection angle of 07 degrees 37 minutes 24 seconds to the right and run in a Northerly direction for a distance of 45.13 feet; thence turn a deflection angle of 04 degrees 00 minutes 30 seconds to the right and run in a Northeasterly direction for a distance of 211.92 feet; thence turn a deflection angle of 05 degrees 04 minutes 27 seconds to the right and run in a Northeasterly direction for a distance of 59.95 feet; thence turn a deflection angle of 05 degrees 13 minutes 03 seconds to the left and run in a Northeasterly direction for a distance of 61.69 feet; thence turn a deflection angle of 02 degrees 01 minutes 04 seconds to the right and run in a Northeasterly direction for a distance of 184.27 feet; thence turn a deflection angle of 13 degrees 16 minutes 47 seconds to the left and run in a Northwesterly direction for a distance of 77.62 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Northeasterly direction for a distance of 30.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southeasterly direction for a distance of 81.11 feet; thence turn a deflection angle of 13 degrees 16 minutes 47 seconds to the right and run in a Southwesterly direction for a distance of 187.24 feet; thence turn a deflection angle of 02 degrees 01 minutes 04 seconds to the left and run in a Southwesterly direction for a distance of 62.53 feet; thence turn a deflection angle of 05 degrees 13 minutes 03 seconds to the right and run in a Southwesterly direction for a distance of 59.99 feet; thence turn a deflection angle of 05 degrees 04 minutes 27 seconds to the left and run in a Southwesterly direction for a distance of 209.54 feet; thence turn a deflection angle of 04 degrees 00 minutes 30 seconds to the left and run in a Southerly direction for a distance of 42.08 feet; thence turn a deflection angle of 07 degrees 37 minutes 24 seconds to the left and run in a Southeasterly direction for a distance of 260.59 feet; thence turn a deflection angle of 03 degrees 48 minutes 24 seconds to the right and run in a Southeasterly direction for a distance of 60.89 feet; thence turn a deflection angle of 06 degrees 40 minutes 49 seconds to the right and run in a Southerly direction for a distance of 62.16 feet; thence turn a deflection angle of 08 degrees 15 minutes 37 seconds to the right and run in a Southwesterly direction for a distance of 167.32 feet; thence turn a deflection angle of 03 degrees 33 minutes 34 seconds to the right and run in a Southwesterly direction for a distance of 169.50 feet; thence turn a deflection angle of 14 degrees 39 minutes 07 seconds to the left and run in a Southerly direction for a distance of 57.53 feet; thence turn a deflection angle of 04 degrees 08 minutes 52 seconds to the right and run in a Southwesterly direction for a distance of 115.50 feet; thence turn a deflection angle of 05 degrees 46 minutes 21 seconds to the left and run in a Southerly direction for a distance of 44.31 feet; thence turn a deflection angle of 01 degree 10 minutes 08 seconds to the right and run in a Southerly direction for a distance of 122.75 feet; thence turn a deflection angle of 07 degrees 42 minutes 33 seconds to the right and run in a Southwesterly direction for a distance of 109.62 feet; thence turn a deflection angle of 07 degrees 59 minutes 03 seconds to the left and run in a Southerly direction for a distance of 122.04 feet; thence turn a deflection angle of 10 degrees 26 minutes 38 seconds to the left and run in a Southeasterly direction for a distance of 173.40 feet; thence turn a deflection angle of 10 degrees 25 minutes 31 seconds to the left and run in a Southeasterly direction for a distance of 124.23 feet; thence turn a deflection angle of 04 degrees 00 minutes 19 seconds to the right and run in a Southeasterly direction for a distance of 110.42 feet; thence turn a deflection angle of 02 degrees 24 minutes 57 seconds to the left and run in a Southeasterly direction for a distance of 142.14 feet; thence turn a deflection angle of 02 degrees 51 minutes 19 seconds to the right and run in a Southeasterly direction for a distance of 127.42 feet; thence turn a deflection angle of 02 degrees 11 minutes 50 seconds to the left and run in a

Southeasterly direction for a distance of 293.97 feet; thence turn a deflection angle of 00 degrees 29 minutes 01 seconds to the right and run in a Southeasterly direction for a distance of 151.89 feet; thence turn a deflection angle of 02 degrees 21 minutes 48 seconds to the left and run in a Southeasterly direction for a distance of 145.83 feet; thence turn a deflection angle of 55 degrees 55 minutes 26 seconds to the right and run in a Southwesterly direction for a distance of 229.50 feet to a point on the Northern-most right of way line of Southern Railroad; thence turn a deflection angle of 63 degrees 26 minutes 32 seconds to the right and run in a Northwesterly direction along said right of way line for a distance of 535.29 feet to a point on a curve turning to the right, said curve having a radius of 3768.69 feet, a central angle of 03 degrees 27 minutes 17 seconds and a chord length of 227.21 feet; thence run in a Northwesterly direction along said right of way line and along the arc of said curve for a distance of 227.24 feet to a point on a compound curve turning to the right, said curve having a radius of 670.00 feet, a central angle of 41 degrees 05 minutes 20 seconds and a chord length of 470.25 feet; thence run in a Northwesterly direction along said right of way line and along the arc of said curve for a distance of 480.48 feet; thence turn a deflection angle of 69 degrees 27 minutes 20 seconds to the left from the chord of said curve and run in a Southwesterly direction for a distance of 22.45 feet; thence turn a deflection angle of 106 degrees 03 minutes 54 seconds to the right and run in a Northwesterly direction for a distance of 73.76 feet; thence turn a deflection angle of 97 degrees 37 minutes 35 seconds to the left and run in a Southwesterly direction for a distance of 187.78 feet; thence turn a deflection angle of 35 degrees 56 minutes 11 seconds to the right and run in a Northwesterly direction for a distance of 82.33 feet; thence turn a deflection angle of 24 degrees 15 minutes 00 seconds to the right and run in a Northwesterly direction for a distance of 158.43 feet; thence turn a deflection angle of 24 degrees 36 minutes 24 seconds to the left and run in a Northwesterly direction for a distance of 38.95 feet; thence turn a deflection angle of 34 degrees 44 minutes 34 seconds to the left and run in a Southwesterly direction for a distance of 59.23 feet; thence turn a deflection angle of 36 degrees 34 minutes 36 seconds to the right and run in a Northwesterly direction for a distance of 177.22 feet; thence turn a deflection angle of 02 degrees 24 minutes 46 seconds to the right and run in a Northwesterly direction for a distance of 274.90 feet; thence turn a deflection angle of 03 degrees 53 minutes 12 seconds to the right and run in a Northwesterly direction for a distance of 118.61 feet; thence turn a deflection angle of 05 degrees 11 minutes 31 seconds to the left and run in a Northwesterly direction for a distance of 212.78 feet; thence turn a deflection angle of 01 degree 45 minutes 28 seconds to the left and run in a Northwesterly direction for a distance of 285.72 feet; thence turn a deflection angle of 149 degrees 34 minutes 08 seconds to the right and run in a Northeasterly direction for a distance of 193.66 feet; thence turn a deflection angle of 29 degrees 30 minutes 09 seconds to the right and run in a Southeasterly direction for a distance of 119.48 feet; thence turn a deflection angle of 02 degrees 41 minutes 11 seconds to the right and run in a Southeasterly direction for a distance of 219.66 feet; thence turn a deflection angle of 05 degrees 11 minutes 31 seconds to the right and run in a Southeasterly direction for a distance of 119.75 feet; thence turn a deflection angle of 03 degrees 53 minutes 12 seconds to the left and run in a Southeasterly direction for a distance of 269.40 feet; thence turn a deflection angle of 02 degrees 24 minutes 46 seconds to the left and run in a Southeasterly direction for a distance of 142.07 feet; thence turn a deflection angle of 36 degrees 34 minutes 36 seconds to the left and run in a Northeasterly direction for a distance of 57.47 feet; thence turn a deflection angle of 34 degrees 44 minutes 34 seconds to the right and run in a Southeasterly direction for a distance of 92.05 feet; thence turn a deflection angle of 24 degrees 36 minutes 24 seconds to the right and run in a Southeasterly direction for a distance of 158.75 feet; thence turn a deflection angle of 24 degrees 15

minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 28.42 feet; thence turn a deflection angle of 35 degrees 56 minutes 11 seconds to the left and run in a Northeasterly direction for a distance of 116.50 feet; thence turn a deflection angle of 58 degrees 52 minutes 51 seconds to the left and run in a Northerly direction for a distance of 77.56 feet; thence turn a deflection angle of 15 degrees 19 minutes 36 seconds to the left and run in a Northwesterly direction for a distance of 133.48 feet; thence turn a deflection angle of 16 degrees 03 minutes 15 seconds to the right and run in a Northeasterly direction for a distance of 136.66 feet; thence turn a deflection angle of 12 degrees 56 minutes 29 seconds to the right and run in a Northeasterly direction for a distance of 168.12 feet; thence turn a deflection angle of 08 degrees 28 minutes 11 seconds to the right and run in a Northeasterly direction for a distance of 151.52 feet; thence turn a deflection angle of 07 degrees 39 minutes 52 seconds to the left and run in a Northeasterly direction for a distance of 135.77 feet; thence turn a deflection angle of 15 degrees 28 minutes 46 seconds to the left and run in a Northerly direction for a distance of 55.06 feet; thence turn a deflection angle of 12 degrees 00 minutes 33 seconds to the right and run in a Northeasterly direction for a distance of 166.57 feet; thence turn a deflection angle of 80 degrees 00 minutes 52 seconds to the right and run in a Southeasterly direction for a distance of 36.81 feet; thence turn a deflection angle of 96 degrees 40 minutes 28 seconds to the left and run in a Northerly direction for a distance of 53.83 feet; thence turn a deflection angle of 36 degrees 26 minutes 18 seconds to the right and run in a Northeasterly direction for a distance of 25.63 feet to the POINT OF BEGINNING. Said parcel having 776,026 square feet or 17.82 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W

NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL

LIME
PLANT

13 18

24 19

CEMENT PLANT



0' 400' 800' 1200'

SCALE IN FEET

EASEMENT

FREEMAN BASE LINE

24 19

SOUTHERN RAILROAD

CEMENT PLANT

AL. STATE HWY. 25

Exhibit 2.1.4 (a): Lime Parcel Coal and
Coke Storage Area Non-Domestic Liquid
Waste Drainage System Easement

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Exhibit 2.1.4(b)

Lime Parcel Crushers and Screens Non-Domestic Liquid Waste Drainage System Easement

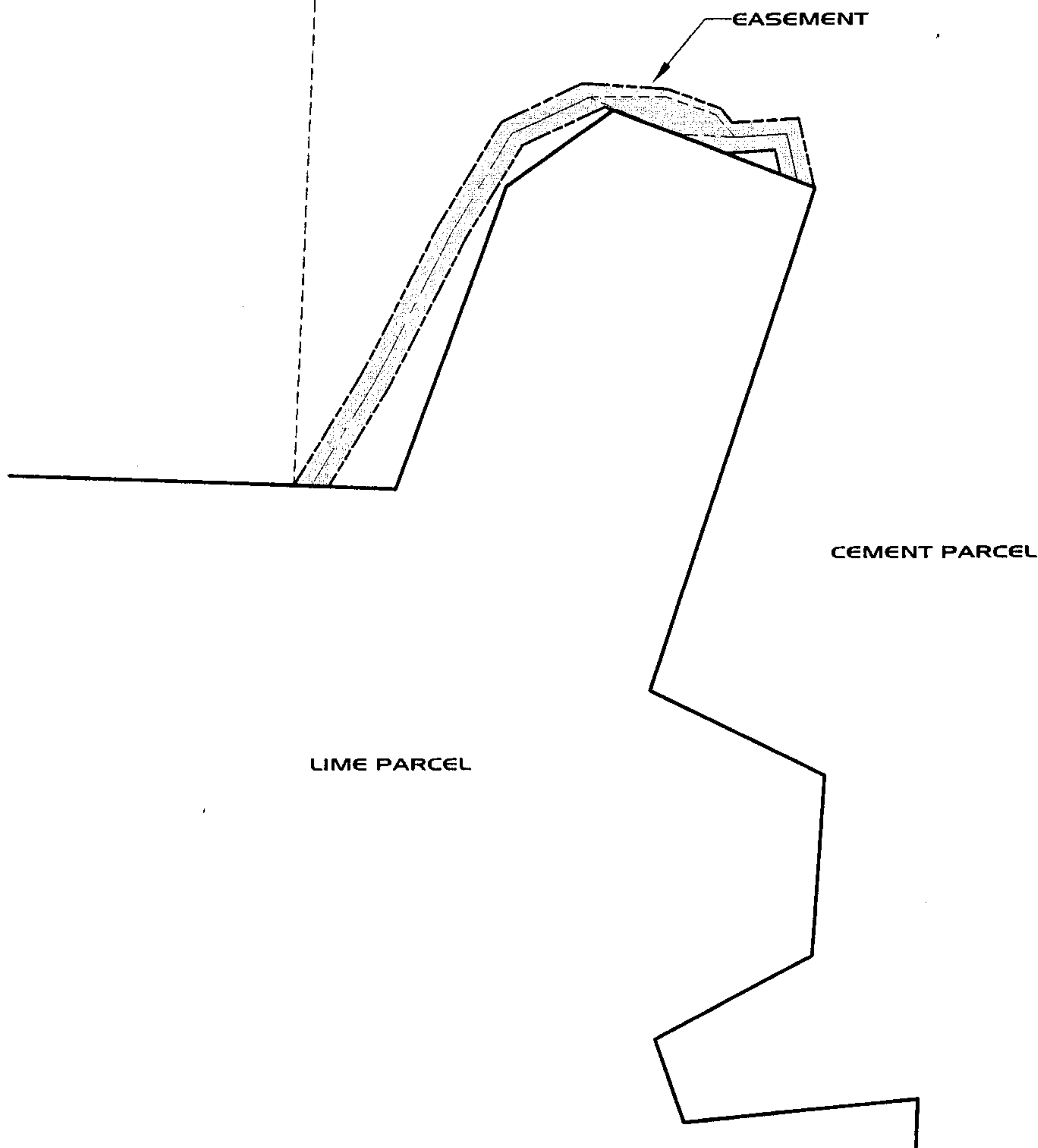
[New York #981750 v5]

Exhibit 2.1.4 (b): Lime Parcel Crushers and Screens
Non-Domestic Liquid Waste Drainage System Easement

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4142.85 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 1998.18 feet to the POINT OF BEGINNING lying on the Northern boundary of the Lime Parcel; thence turn a deflection angle of 151 degrees 14 minutes 36 seconds to the left and run in a Northeasterly direction for a distance of 86.39 feet; thence turn a deflection angle of 04 degrees 01 minutes 51 seconds to the left and run in a Northeasterly direction for a distance of 109.91 feet; thence turn a deflection angle of 04 degrees 18 minutes 02 seconds to the right and run in a Northeasterly direction for a distance of 80.62 feet; thence turn a deflection angle of 33 degrees 27 minutes 58 seconds to the right and run in a Northeasterly direction for a distance of 59.41 feet; thence turn a deflection angle of 28 degrees 44 minutes 22 seconds to the right and run in an Easterly direction for a distance of 55.99 feet; thence turn a deflection angle of 15 degrees 32 minutes 16 seconds to the right and run in a Southeasterly direction for a distance of 37.68 feet; thence turn a deflection angle of 30 degrees 47 minutes 01 seconds to the right and run in a Southeasterly direction for a distance of 12.10 feet; thence turn a deflection angle of 53 degrees 33 minutes 55 seconds to the left and run in a Northeasterly direction for a distance of 44.20 feet; thence turn a deflection angle of 80 degrees 44 minutes 47 seconds to the right and run in a Southeasterly direction for a distance of 46.67 feet to a point lying on the Northeastern boundary of the Lime Parcel; thence turn a deflection angle of 123 degrees 38 minutes 53 seconds to the right and run in a Northwesterly direction along the Northeastern boundary of the Lime Parcel for a distance of 24.03 feet; thence turn a deflection angle of 56 degrees 21 minutes 07 seconds to the right and run in a Northwesterly direction for a distance of 16.35 feet; thence turn a deflection angle of 80 degrees 44 minutes 47 seconds to the left and run in a Southwesterly direction for a distance of 32.96 feet to a point lying on the Northeastern boundary of the Lime Parcel; thence turn a deflection angle of 24 degrees 23 minutes 41 seconds to the right and run in a Northwesterly direction along the Northeastern boundary of the Lime Parcel for a distance of 85.52 feet; thence turn a deflection angle of 45 degrees 53 minutes 26 seconds to the left and run in a Southwesterly direction for a distance of 60.36 feet; thence turn a deflection angle of 33 degrees 27 minutes 58 seconds to the left and run in a Southwesterly direction for a distance of 73.86 feet; thence turn a deflection angle of 04 degrees 18 minutes 02 seconds to the left and run in a Southwesterly direction for a distance of 109.87 feet; thence turn a deflection angle of 04 degrees 01 minutes 51 seconds to the right and run in a Southwesterly direction for a distance of 75.87 feet to a point lying on the Northern boundary of the Lime Parcel; thence turn a deflection angle of 60 degrees 41 minutes 58 seconds to the right and run in a Westerly direction along the Northern boundary of the Lime Parcel for a distance of 22.93 feet to the POINT OF BEGINNING. Said parcel contains 10,055 square feet or 0.231 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W
NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



**Exhibit 2.1.4 (b): Lime Parcel Crushers
and Screens Non-Domestic Liquid Waste
Drainage System Easement**

Exhibit 2.2.2(a)
Cement Parcel Revised Natural Gas Easements

[New York #981750 v5]

Exhibit 2.2.2 (a): Cement Parcel Revised
Natural Gas Easements
Parcel I

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4586.04 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 2822.69 feet to the POINT OF BEGINNING of a centerline of a 20 foot easement lying 10 feet parallel and adjacent to said centerline; thence turn a deflection angle of 92 degrees 08 minutes 03 seconds to the left and run in an Easterly direction for a distance of 15.69 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 172.97 feet to the end of said centerline herein described. The ending point for the above-described easement is to be contiguous with the Southern-most boundary of the Northern portion of the Lime Parcel. Said parcel contains 3,668 square feet or 0.08 acres more or less.

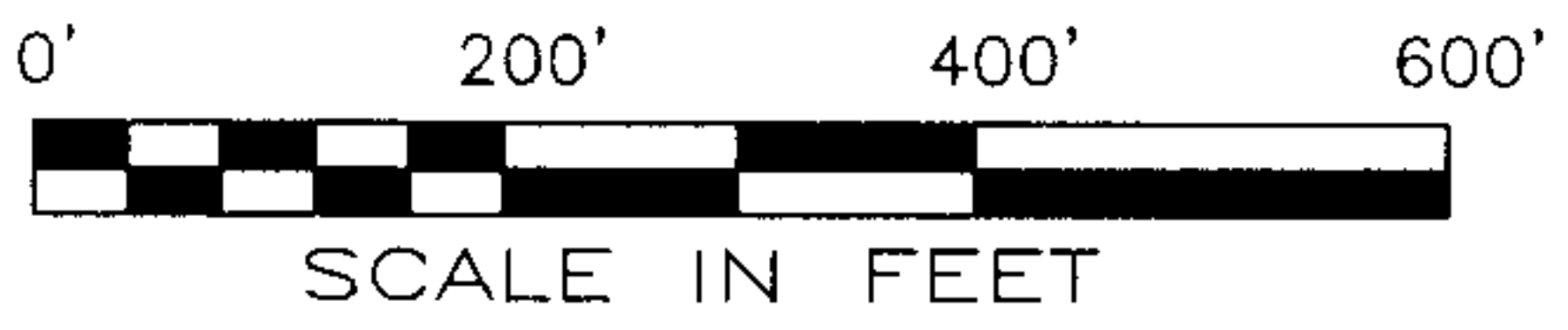
The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

Exhibit 2.2.2 (a): Cement Parcel Revised
Natural Gas Easements
Parcel II

Commence at the Northwest corner of Section 24, Township 22 South, Range 3 West, Shelby County, Alabama and run in an Easterly direction along the North line of said Section 24 for a distance of 4612.00 feet; thence turn a deflection angle of 90 degrees 00 minutes 00 seconds to the right and run in a Southerly direction for a distance of 3076.22 feet to a point on the Northern-most boundary of the Southern portion of the Lime Parcel, said point also being the POINT OF BEGINNING; thence turn a deflection angle of 03 degrees 14 minutes 21 seconds to the left and run in a Southerly direction along the Eastern-most boundary of the Southern portion of the Lime Parcel for a distance of 66.48 feet; thence turn a deflection angle of 93 degrees 10 minutes 25 seconds to the right and run in a Westerly direction for a distance of 12.10 feet; thence turn a deflection of 87 degrees 55 minutes 52 seconds to the right and run in a Northerly direction for a distance of 66.12 feet to a point on the Northern-most boundary of the Southern portion of the Lime Parcel; thence turn a deflection angle of 90 degrees 26 minutes 51 seconds to the right and run in an Easterly direction along the said Northern-most boundary for a distance of 10.81 feet to the POINT OF BEGINNING. Said parcel contains 759 square feet or 0.02 acres more or less.

The attached drawing is for illustrative purposes only, and, to the extent that the language of this legal description conflicts with the drawing, the language of this legal description shall control.

SEC. 13, T22S, R3W
SEC. 24, T22S, R3W
NORTHWEST CORNER
SEC. 24, T22S, R3W
SHELBY COUNTY, AL



CEMENT PARCEL

LIME PARCEL

Inst # 2002-16948

04/11/2002-16948

11:53 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
119 MSB 365.00

EASEMENT
PARCEL I

EASEMENT
PARCEL II

Exhibit 2.2.2 (a): Cement Parcel Revised
Natural Gas Easements