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20 UNITED STATES BANKRUPTCY COURT
21 DISTRICT OF NEVADA

22 In re
23 U.S. AGGREGATES, INC.; Sandia
24 Construction, Inc.; Western
25 Aggregates, Inc.; Western
26 Aggregates Holding Corp.;
Valley Asphalt, Inc.; A-Block
Company, Inc.; Cox Rock
Products, Inc.; Cox Transport
Corp.; Monroc, Inc.; Tri-
State Testing Laboratories,
Inc.; Jensen Construction,
Inc.; Mohave Concrete and
Materials, Inc.; Western Rock
Products Corp.; SRM Holdings
Corp.; SRM Aggregates, Inc.;
BHY Ready Mix, Inc.; BAMA
Crushed Corp.; DeKalb Stone,
Inc.; Bradley Stone & Sand,
Inc.; and Mulberry Rock
Corp.,

Debtors.

) Joint Administration
) under BK-N-02-50656-GWZ
) (Case No. BK-N-02-50656-GWZ
) through Case No. BK-N-02-50675-GWZ)
)
) Chapter 11
)
) [This Pleading Applies To All Cases]
)
) ORDER PURSUANT TO SECTIONS 105(a),
) 363, 365 AND 1146(c) OF THE BANKRUPTCY
) CODE, (A) APPROVING AND CONFIRMING THE
) RESULTS OF THE AUCTION; (B) AUTHOR-
) IZING THE SALE OF SUBSTANTIALLY ALL OF
) THE ASSETS OF U.S. AGGREGATES, INC.
) AND CERTAIN SUBSIDIARIES, FREE AND
) CLEAR OF ALL LIENS, CLAIMS AND
) ENCUMBRANCES; (C) APPROVING THE ASSET
) PURCHASE AGREEMENT WITH OLDCASTLE
) MATERIALS, INC.; (D) AUTHORIZING THE
) REJECTION AND THE ASSUMPTION AND
) ASSIGNMENT OF CERTAIN EXECUTORY
) CONTRACTS AND UNEXPIRED LEASES, ETC.

) DATE: May 15, 2002
) TIME: 9:30 a.m.
) PLACE: 300 Booth Street, Reno Nevada

RECEIVED AND FILED
02 MAY 23 PM 3:08
U.S. BANKRUPTCY COURT
PATRICIA GRAY, CLERK

1 Upon the motion dated April 16, 2002 of the above-captioned
2 debtors and debtors in possession for entry of an order under
3 sections 105, 363, 365 and 1146(c) of title 11 of the United States
4 Code (the "Bankruptcy Code"), and Rules 2002, 6004 and 6006 of the
5 Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"),
6 (A) approving and confirming the results of the Auction,
7 (B) authorizing the sale of substantially all of the assets of U.S.
8 Aggregates, Inc. and certain subsidiaries (the "Acquired Assets")
9 to Oldcastle Materials, Inc., Oldcastle Materials Southeast, Inc.
10 and Oldcastle MMG, Inc. (collectively, the "Buyers"), free and
11 clear of all liens, claims and encumbrances, (C) approving that
12 certain Asset Purchase Agreement between U.S. Aggregates, Inc. and
13 certain subsidiaries (collectively, the "Sellers") and Buyers,
14 dated as of March 8, 2002 and related documents (collectively, the
15 "Purchase Agreement"), (D) authorizing the rejection and the
16 assumption and assignment of certain executory contracts and
17 unexpired leases and for certain other relief (as amended, the
18 "Sale Motion");¹ and the Court having determined subject to certain
19 modifications requested by the Court that the relief requested in
20 the Sale Motion is in the best interests of the Sellers, their
21 estates, their creditors and other parties in interest; and upon
22 the record of the hearing (the "Sale Hearing") to approve the Sale
23 Motion with certain modifications; and after due deliberation

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27 ¹ Except as otherwise defined herein, all capitalized terms
28 used herein shall have the same meanings ascribed to them in the
Sale Motion.

1 thereon; and good and sufficient cause appearing therefor, it is
2 hereby

3 **FOUND, CONCLUDED AND DECLARED THAT:²**

4 A. This Court has jurisdiction over this matter and over the
5 property of the Sellers and their respective bankruptcy estates
6 pursuant to 28 U.S.C. §§ 157(a) and 1334(b).

7 B. This proceeding is a core proceeding pursuant to 28
8 U.S.C. § 157(b)(2)(A), (M), (N) and (O).

9 C. As evidenced by the affidavits of service filed with the
10 Court, and based on the representations of counsel at the Sale
11 Hearing, good and sufficient notice of the Debtors' Motion to
12 Approve Certain Buyer Protections and Bid Procedures, the hearing
13 held thereon, and the Buyer Protection and Bid Procedures Order,
14 the Sale Motion, the Purchase Agreement and the Notice of Auction
15 has been given, was in accordance with the Buyer Protection and Bid
16 Procedures Order and is in compliance with Bankruptcy Rules 2002,
17 6004, 6006 and 9014. No additional or further notice is required.

18 D. As demonstrated by (i) the evidence proffered or adduced
19 at the Sale Hearing and (ii) the seeking of higher and better
20 offers for the Acquired Assets through notice of the Sale Motion
21 and pursuant to a public auction conducted on May 15, 2002, the
22 Sellers have afforded interested prospective purchasers the
23 opportunity to make higher and better offers for the Acquired
24 Assets. In addition, on or about April 8, 2002, the Sellers sent
25 notice of the Buyer Protection and Bid Procedures Order and on
26

27 ² Findings of fact shall be construed as conclusions of law
28 and conclusions of law shall be construed as findings of fact when
appropriate, pursuant to Bankruptcy Rule 7052.

1 April 17, 2002, the Sellers sent notice of the Sale Motion, the
2 Purchase Agreement and Notice of Auction to, among others, each of
3 the entities known to the Sellers to have previously expressed an
4 interest in the Acquired Assets.

5 E. At the Sale Hearing, the Sellers reported that the Buyers
6 made the highest and best offer for the Acquired Assets.

7 F. The offer by the Buyers to purchase the Acquired Assets
8 contained in the Purchase Agreement, and confirmed at the auction,
9 represents the highest and best offer for the Acquired Assets.

10 G. The Sellers have exercised sound and considered business
11 judgment in deciding to enter into the Purchase Agreement and to
12 sell the Acquired Assets to the Buyers in accordance with the
13 Purchase Agreement as modified by this Order.

14 H. The Sellers have demonstrated both (i) good, considered
15 and sound business purpose and justification, and (ii) sufficient
16 and compelling circumstances for the sale pursuant to Bankruptcy
17 Code section 363(b) prior to, and outside of, a plan of
18 reorganization in that, among other things:

19 I. The timing of the sale is of such importance that the
20 Buyers have conditioned their obligation to consummate the
21 transaction upon an order approving the sale being entered prior to
22 ninety (90) days from the date of commencement of the Debtors'
23 bankruptcy cases.

24 J. A sale of the Acquired Assets at this time pursuant to
25 Bankruptcy Code section 363(b) is wholly consistent with the
26 Sellers' chapter 11 liquidation strategy, and will maximize the
27 value of the Sellers' estates for the benefit of all parties
28 involved. Delaying approval of the sale to the Buyers may result

1 in the termination of the Purchase Agreement by the Buyers, thereby
2 forcing the Sellers to seek alternative transactions which, to
3 date, have promised far less value for creditors.

4 K. A reasonable opportunity to object or be heard with
5 respect to the Sale Motion and the relief requested therein has
6 been afforded to all interested parties, including, but not limited
7 to: (i) the official committee of unsecured creditors appointed in
8 these cases and its counsel (the "Creditor's Committee"); (ii) Bank
9 of America, as the Administrative Agent (the "Administrative
10 Agent") for the Debtors' prepetition secured lenders (the
11 "Prepetition Lenders") and its counsel; (iii) the Office of the
12 United States Trustee; (iv) all entities (or counsel therefor)
13 known to have asserted any lien, claim, encumbrance or option of
14 any kind on the Acquired Assets; (v) all federal, state and local
15 regulatory or taxing authorities which the Sellers reasonably know
16 to have an interest in the Acquired Assets; (vi) all parties who
17 have expressed a bona fide interest in acquiring the Acquired
18 Assets; (vii) all non-debtor counter-parties to the Assumed
19 Agreements listed on Exhibit A to the Sale Motion and the Excluded
20 Agreements listed on Exhibit B to the Sale Motion; and (viii) those
21 parties who have requested notice pursuant to Bankruptcy Rule 2002.

22 L. None of the Buyers is an "insider" of any of the Sellers,
23 as that term is defined in Bankruptcy Code section 101.

24 M. The Sellers and the Buyers negotiated the Purchase
25 Agreement at arms-length and in good faith, without collusion.
26 Each of the Buyers has disclosed the entry into of agreements with
27 third parties to sell certain Acquired Assets and assign certain
28 Assumed Agreements. Each Buyer and ~~Buyer's designee~~ ^{or} is a good

1 faith purchaser and is entitled to the protections of Bankruptcy
2 Code section 363(m). Each of the Buyers ~~and Buyers' designee~~ ^{or} has
3 been acting in good faith within the meaning of Bankruptcy Code
4 section 363(m) at all times after the entry of this Order in
5 closing the transactions contemplated by the Purchase Agreement.

6 N. None of the Sellers ^{or} Buyers ~~or Buyers' designees~~ ^{or} ~~has~~ have
7 engaged in any conduct which would cause or permit the Purchase
8 Agreement or the transactions contemplated thereunder to be avoided
9 or challenged pursuant to Bankruptcy Code section 363(n).

10 O. The Purchase Price is fair and reasonable and constitutes
11 fair and adequate consideration for the Acquired Assets.

12 P. Sufficient cause has been shown to allow the sale of the
13 Acquired Assets free and clear of all interests, liens, claims,
14 encumbrances and options, other than that certain real estate
15 option held by Brent R. and Scott J. Sumsion (the "Sumsions" and
16 the "Sumsion Option"), pursuant to Bankruptcy Code section 363(f).

17 Q. The highest and best price for the Acquired Assets is
18 represented by the Purchase Price under the Purchase Agreement and
19 it is therefore in the best interest of the Sellers, their
20 respective creditors, and their respective estates that the Court
21 enter this order (the "Sale Order") authorizing, under sections
22 105, 363, 365 and 1146(c) of the Bankruptcy Code, (1) the Sellers
23 who are party to the Purchase Agreement to enter into and comply
24 with the terms and conditions of the Purchase Agreement; (2) the
25 sale of the Acquired Assets to the Buyers, free and clear of (a)
26 all mortgages, security interests, conditional sale or other title
27 retention agreements, pledges, liens, judgments, demands,
28 encumbrances, easements, rights, encroachments, equities,

1 imperfections of title, leases, licenses, shares, covenants,
2 purchase or sales options, conditions, restrictions or charges of
3 any kind or nature, if any, including, but not limited to, any
4 restriction on the use, voting, transfer, receipt of income or
5 other exercise of any attributes of ownership including all
6 "interests" in the Acquired Assets held by third parties within the
7 meaning of section 363(f) of the Bankruptcy Code (the foregoing
8 collectively referred to herein as "Liens") and (b) (i) all debts
9 arising in any way in connection with any acts or omissions of any
10 of the Sellers, (ii) any and all claims (as that term is defined in
11 section 101(5) of the Bankruptcy Code) against the Sellers arising
12 on or prior to the date of the Closing of the sale transactions
13 under the Purchase Agreement, and (iii) any and all obligations,
14 demands, liabilities, guaranties, options, rights, contractual
15 commitments, restrictions, interests and matters of or against the
16 Sellers of any kind and nature, whether arising prior to or
17 subsequent to the commencement of these cases, whether matured or
18 unmatured, liquidated or unliquidated, whether known or unknown and
19 whether imposed by agreement, understanding, law, equity or
20 otherwise, including, but not limited to, those of the kind
21 specified in sections 502(g), 502(h) and 502(i) of the Bankruptcy
22 Code (the foregoing collectively referred to herein as "Claims"),
23 except for Bankruptcy Permitted Encumbrances, the Sumsion Option
24 and as expressly provided in section 2.1 of the Purchase Agreement;
25 and (3) Sellers, subject to the payment of Cure Costs by the Buyers
26 in accordance with the provisions of sections 1.1 and 1.5 of the
27 Purchase Agreement and the provision of adequate assurance of
28 future performance by the Buyers in accordance with section 1.5(c)

1 of the Purchase Agreement, to assume and assign to the Buyers (or
2 their designees by separate motion showing that such designee can
3 provide adequate assurance of future performance and otherwise
4 comply with the provision of Bankruptcy Code section 365, including
5 without limitation the payment of Cure Costs on 14 calendar days
6 expedited notice or such notice as is otherwise ordered by this
7 Court and served on the non-Debtor Contract Counter-Party by email,
8 fax or overnight mail, pursuant to the procedures set forth in
9 section 1.5) the Assumed Agreements in the manner and at the times
10 prescribed in section 1.5 of the Purchase Agreement.

11 R. The Sellers have, to the extent necessary, satisfied the
12 requirements of Bankruptcy Code section 365(b)(1) in connection
13 with the assumption of the Assumed Agreements. Each Assumed
14 Agreement on Exhibit A is an executory contract or an unexpired
15 lease of the Sellers under Bankruptcy Code section 365. All
16 conditions under Bankruptcy Code section 365 for the assumption by
17 Sellers of each Assumed Agreement have been satisfied.

18 S. The decision to assume and assign the Assumed Agreements
19 is based on the reasonable exercise of the Sellers' business
20 judgment and is in the best interest of the Sellers' estates.

21 T. The Buyers have demonstrated adequate assurance of future
22 performance with respect to the Assumed Agreements.

23 U. The indemnity provisions set forth in the Agreement of
24 Purchase and Sale of Assets, dated March 30, 2001, between certain
25 Sellers and affiliates of the Buyers (the "Utah Sale Agreement")
26 and the Agreement of Purchase and Sale of Assets, dated February 5,
27 2002, between certain Sellers and certain Buyers (the "Idaho Sale
28 Agreement") shall be accorded administrative priority status.

1 V. Upon the issuance of this Sale Order (1) each of the
2 Sellers has full corporate power and authority to execute and
3 deliver the Purchase Agreement and all other documents contemplated
4 thereby, including, without limitation, all documents necessary to
5 assume and assign the Assumed Agreements, and the sale of the
6 Acquired Assets to the Buyers by the Sellers shall be deemed to
7 have been duly and validly authorized by all necessary corporate
8 action of the Sellers; (2) each of the Sellers has all the
9 corporate power and authority necessary to consummate the
10 transactions contemplated by the Purchase Agreement and all other
11 documents contemplated therein; and (3) other than those consents
12 expressly provided for in the Purchase Agreement and those consents
13 from Banc One Leasing Corporation ("Banc One") and Fleet Capital
14 Corporation ("Fleet") required to use or operate the Banc One and
15 Fleet agreements during the 75 day period pursuant to Section 1.5
16 of the Purchase Agreement (which consent shall be deemed to have
17 been given by Banc One and Fleet with respect to the Buyers and
18 Martin Marietta if Banc One and Fleet do not object prior to May
19 21, 2002 at 3:00 p.m. (Pacific time)), no consents, approvals or
20 orders are required for the Sellers to consummate the transactions
21 contemplated by the Purchase Agreement other than as provided in
22 section 1.5 of the Purchase Agreement or herein.

23 W. As a condition to the purchase of the Acquired Assets by
24 the Buyers, the Buyers require that the Acquired Assets be sold
25 free and clear of all Liens and Claims (except for Bankruptcy
26 Permitted Encumbrances, the Sumsion Option and those specifically
27 assumed by the Buyers under section 2.1 of the Purchase Agreement),
28 and that the Buyers have no liability for any liabilities of the

1 Sellers (except for Bankruptcy Permitted Encumbrances and those
2 liabilities specifically assumed by the Buyers under section 2.1 of
3 the Purchase Agreement). The Buyers would not enter into and
4 consummate the sale, thus adversely affecting the Sellers' estates
5 and their respective creditors and interfering with the Sellers'
6 chapter 11 business strategy, if the sale of the Acquired Assets to
7 the Buyers were not free and clear of all Liens and Claims against
8 the Sellers and the Acquired Assets, other than as specifically
9 provided in the Purchase Agreement or this Order, or if the Buyers
10 were or would be liable for liabilities of the Sellers other than
11 as specifically assumed by the Buyers or otherwise permitted under
12 the Purchase Agreement.

13 X. The sale and transfer of the Acquired Assets and the
14 assignment of the Assumed Agreements contemplated by the Purchase
15 Agreement and subject to the provisions herein (and in the case of
16 the Assumed Agreements, in the manner set forth in section 1.5 of
17 the Purchase Agreement) (1) are or will be legal, valid and
18 effective transfers of property of the Sellers' estates to the
19 Buyers or Buyers' designees, and (2) vest or will vest the Buyers
20 or Buyers' designees with all right, title and interest of the
21 Sellers in and to the Acquired Assets and Assumed Agreements free
22 and clear of all Liens and Claims, other than Bankruptcy Permitted
23 Encumbrances, the Sumission Option and as specifically provided in
24 section 2.1 of the Purchase Agreement.

25 Y. The Debtors have agreed to file a contract and lease
26 (1) assumption and assignment motion (the "New Assignment Motion")
27 and (2) rejection motion (the "Rejection Motion" and collectively,
28 the "Contract Motions") no later than May 24, 2002 for the

1 executory contracts and unexpired leases that are not otherwise
2 subject to the Sale Motion or the Assignment and Assumption Motion
3 filed on May 1, 2002 (as amended, the "May 1 Assignment Motion").
4 Any objection to the Contract Motions shall be filed and served no
5 later than June 7, 2002. The hearing on the Contract Motions shall
6 be set for June 12, 2002 at 2:00 p.m. The Contract Motions shall
7 be sent by email, facsimile or overnight mail to the non-debtor
8 parties to the subject agreement on May 24, 2002 and to all other
9 parties by first class mail on May 24, 2002.

10 Z. The assumption by Sellers of each Assumed Agreement and
11 the assignment to third parties designated by Buyers to be assigned
12 those Assumed Agreements post-closing shall be effected pursuant to
13 a separate motion filed on 14 calendar days expedited notice, or
14 such notice as is otherwise ordered by the Court and shall be
15 served on the non-Debtor Contract Counter-Party by fax, email or
16 overnight mail.

17 AA. General Electric Capital Corporation ("GECC") and Wells
18 Fargo ("Wells") filed an objection to the proposed cure amounts set
19 forth in the exhibits to the Sale Motion and the May 1 Assumption
20 Motion. Banc One and Fleet reserved objection as to Cure Costs
21 only for attorneys fees incurred through May 15, and further
22 objected to the proposed cure amounts solely on the basis that any
23 monetary defaults for the period from May 15, 2002 until the
24 assignment date must be included in the cure amount (the "Post Sale
25 Hearing Cure Amounts"). GECC and Wells have agreed to present to
26 the Debtors and this Court the cure amounts that GECC and Wells
27 believe to be correct on May 21, 2002 at 3:00 p.m. (Pacific time).
28 Banc One and Fleet have until May 21, 2002 at 3:00 p.m. (Pacific

1 time) to present to the Debtors and this Court any asserted Post-
2 Sale Hearing Cure Amounts. This Court shall hear arguments on the
3 GECC and Wells cure disputes on June 12, 2002 at 2:00 p.m. if the
4 Debtors and GECC, and ^{OR ANY CURE disputes between Debtors and Banc One or Fleet} the Debtors and Wells are not able to
5 mutually resolve the ^{disagreement} ~~discrepancy~~ prior thereto. ^{or}

6 BB. The Buyers will sustain irreparable damage and harm
7 unless the injunctions specified in the ordering paragraphs below
8 are entered. All the elements necessary for the imposition of
9 these injunctions have been established.

10 CC. The relief requested in the Motion is in the best
11 interests of the Sellers, their estates and their creditors.

12 DD. Objections or responses to the Sale Motions were filed by
13 Mohave County Treasurer ("Mohave"), San Bernardino County ("San
14 Bernardino"), GECC, Wells, Fleet, Banc One, Black Eagle Minerals,
15 U.S. Bancorp, the Official Unsecured Creditors Committee and the
16 Sumsions.

17 EE. All findings of fact and conclusions of law made by the
18 Court at the Sale Hearing are incorporated herein; and it is
19 therefore

20 ORDERED that the Sale Motion is granted in all respects; and
21 it is further

22 ORDERED that pursuant to Bankruptcy Code section 363(b), the
23 Purchase Agreement, in substantially the form attached to the Sale
24 Motion, is approved in all respects subject to the provisions
25 herein and in the record at the Sale Hearing; and it is further

26 ORDERED that all objections and responses to the Sale Motion
27 that have not been overruled, withdrawn, waived or settled, and all
28 reservation of rights included therein, are hereby denied on the

1 merits except as otherwise provided for in the record at the Sale
2 Hearing. In particular the objection filed by the Sumsions, and
3 the objection filed by GECC to the request to assign to Martin
4 Marietta ("Martin Marietta") certain equipment (but not all the
5 equipment) from an equipment schedule leased from GECC are
6 sustained; and it is further

7 ORDERED that pursuant to Bankruptcy Code section 363(b), the
8 Sellers are hereby authorized (i) to sell the Acquired Assets to
9 Buyers or to Buyers' designees in accordance with and subject to
10 the terms and conditions of the Purchase Agreement and the
11 provisions herein and in the record at the Sale Hearing free and
12 clear of all Liens and Claims, (ii) to transfer and assign all
13 right, title and interest to all property, licenses and rights to
14 be conveyed in accordance with and subject to the terms and
15 conditions of the Purchase Agreement to the Buyers or Buyers'
16 designees, (iii) to execute and deliver, and empower fully to
17 perform under, consummate and implement the Purchase Agreement,
18 together with all additional instruments and documents contemplated
19 by the Purchase Agreement or that may be reasonably necessary or
20 desirable to implement the Purchase Agreement, and (iv) to take all
21 further actions as may be reasonably requested by the Buyers for
22 the purposes of assigning, transferring, granting, conveying and
23 conferring to the Buyers or Buyers' designees the Acquired Assets
24 and assigning to the Buyers (or Buyers' designee, as provided in
25 Section 1.5 of the Purchase Agreement, upon a separate motion on 14
26 calendar days expedited notice or such notice as is otherwise
27 ordered by this Court which shall be served on the non-Debtor
28 Contract Counter-Party by email, fax or overnight mail) the Assumed

1 Agreements, or as may be necessary or appropriate to the
2 performance of the Sellers' obligations as contemplated by the
3 Purchase Agreement; and it is further

4 ORDERED that pursuant to Bankruptcy Code sections 105(a) and
5 363(f), and subject to the terms and conditions of the Purchase
6 Agreement the provisions herein and in the record at the Sale
7 Hearing, the Acquired Assets shall be transferred to the Buyers or
8 Buyers' designee upon and effective as of the Closing and, except
9 for Bankruptcy Permitted Encumbrances, the Summation Option and as
10 expressly specified in section 2.1 of the Purchase Agreement, shall
11 be free and clear of all Liens and Claims, including, without
12 limitation, the first priority liens of the Lenders (as defined in
13 the Motion) and the first priority liens held by any other parties.
14 All such Liens and Claims shall be released, terminated and
15 discharged as to the Acquired Assets and, to the extent required by
16 Bankruptcy Code section 363(f), shall attach to the net proceeds of
17 the sale of the Acquired Assets paid by the Buyers (the "Proceeds")
18 in the order of their priority, with the same validity, force and
19 effect they now have as against the Acquired Assets; and it is
20 further

21 ORDERED that, the Proceeds, other than the Segregated Proceeds
22 (as defined below) shall be paid Bank of America, N.A., as agent
23 for the postpetition lenders and as agent for the prepetition
24 lenders, to be held and/or disbursed in accordance with Paragraph
25 10 of the DIP Financing Order (as defined in the Motion); and it is
26 further

27 ORDERED that approximately \$2.5 million of the Proceeds in the
28 Account shall be segregated and shall not be distributed to the

1 Lenders as provided for in Paragraph 10 of the DIP Financing Order
2 (the "Segregated Proceeds"). The Segregated Proceeds shall be an
3 amount sufficient and will be used, if necessary, to pay (1) the
4 GECC and Wells cure amounts and the Post-Sale Hearing Cure Amounts
5 for Banc One and Fleet as agreed to by the parties or as decided by
6 this Court; (2) any lease and contract payments for Exhibit "A"
7 Section 2 agreements that arise prior to the designation of those
8 contracts during the 75 day period pursuant to Section 1.5(a)(ii)
9 of the Purchase Agreement; and (3) the full amount of the tax
10 claims asserted by Mohave and San Bernardino; and it is further

11 ORDERED that nothing contained in this Order shall be
12 construed as altering the provisions of the DIP Financing Order
13 (including, without limitation, the claims, rights, powers and/or
14 remedies of the postpetition lenders and/or prepetition lenders
15 thereunder) and that consistent with (but without limiting the
16 generality of) the foregoing, the liens of such lenders shall
17 attach to any residual interest the Debtors may have in the
18 Segregated Proceeds after the payment of the items specified in the
19 proceeding paragraph and the Debtors' interest in the Purchase
20 Agreement (including in any amounts held in escrow thereunder) in
21 the order of their priority, with the same validity, force and
22 effect, as they have against the Acquired Assets; and it is further

23 ORDERED that the Debtors are authorized to assume and assign
24 any unexpired leases or executory contracts to which GECC, Wells,
25 Banc One or Fleet are parties, to the Buyers on the Closing Date of
26 the APA (or as soon as practicable thereafter), provided that the
27 Debtors are hereby directed to maintain the reserve of the
28 Segregated Proceeds as provided hereby and resolve any and all

1 disputes about the amount of any disputed Cure Amounts with GECC,
2 Wells, Banc One, and Fleet by mutual agreement of the parties or by
3 order of this Court.

4 ORDERED that subject to the payment by the Buyers to Sellers
5 pursuant to Bankruptcy Code section 363 of the consideration
6 provided for in the Purchase Agreement, the sale of the Acquired
7 Assets by Sellers to the Buyers shall constitute a legal, valid and
8 effective transfer of the Acquired Assets and shall vest the Buyers
9 with all right, title and interests of Sellers in and to the
10 Acquired Assets; and it is further

11 ORDERED that the Sellers are hereby authorized to consent to
12 the transfer on the Closing Date of certain Acquired Assets to any
13 third party designated by Buyer and the transfer shall constitute a
14 legal, valid and effective transfer of these Acquired Assets and
15 shall vest the designees with all right, title and interest of
16 Sellers in and to such Acquired Assets; and it is further

17 ORDERED that except as expressly provided in the Purchase
18 Agreement, none of the Buyers nor any of their subsidiaries nor any
19 of the Buyers' designees are in any way assuming or becoming
20 responsible for any liability of the Sellers, including any and all
21 liabilities arising in connection with the Acquired Assets; and it
22 is further

23 ORDERED that the Buyers ~~(and Buyers' designees upon this~~
24 ~~Court's approval of such assignment)~~ are good-faith purchasers
25 entitled to the protections of Bankruptcy Code section 363(m) with
26 respect to the transactions contemplated by the Purchase Agreement,
27 and, accordingly, the reversal or modification on appeal of the
28 authorization provided herein to consummate the sale of the

1 Acquired Assets will not affect the validity of the sale to the
2 Buyers, unless such authorization as granted herein is duly stayed
3 pending such appeal prior to the Closing; and it is further

4 ORDERED that the Purchase Price for the Acquired Assets is
5 fair and reasonable, constitutes reasonably equivalent value and
6 fair consideration for the assets purchased and the transactions
7 contemplated by the Purchase Agreement are not subject to challenge
8 under Bankruptcy Code section 363(n); and it is further

9 ORDERED that the Buyers' discussions, negotiations and
10 agreements with third parties do not violate section 363(n) and do
11 not affect their status as good faith purchasers; and it is further

12 ORDERED that the Sellers, including but not limited to their
13 directors and officers, are hereby authorized and directed to take
14 any and all actions necessary to effectuate and comply with the
15 terms of the Purchase Agreement; and it is further

16 ORDERED that subject to section 1.5 of the Purchase Agreement,
17 pursuant to Bankruptcy Code sections 363(b), 363(f), 365(a), 365(b)
18 and 365(f), the Sellers are authorized to assume and assign to the
19 Buyers the Assumed Agreements, listed on Exhibit A hereto together
20 with any amendments and modifications to such Assumed Agreements
21 without further order of this Court; and it is further

22 ORDERED that the Buyers may designate third parties as
23 assignees of Assumed Agreements pursuant to the procedures set
24 forth in section 1.5 of the Purchase Agreement pursuant to a
25 separate motion filed on 14 calendar days expedited notice or such
26 notice as the Court so orders is appropriate and served on such
27 non-Debtor Contract Counter-Party by email, fax or overnight mail;
28 and it is further

1 ORDERED that subject to sections 1.1 and 1.5 of the Purchase
2 Agreement and as provided below, the Buyers shall pay all Cure
3 Costs payable to the counter-parties to the Assumed Agreements (the
4 "Contract Counter-Parties") in accordance with Bankruptcy Code
5 section 365 and the Purchase Agreement as provided on Exhibit A
6 hereto, which amounts shall be deemed to be the total cure
7 obligations under each of the Assumed Agreements except for those
8 Contracts in Section 2 of Exhibit A which are excluded pursuant to
9 Section 1.5(a)(ii)(y) of the Purchase Agreement and for the leases
10 with Banc One and Fleet with respect to attorneys' fees and post-
11 May 15, 2002 Cure Costs; and the Buyers, the Buyers' designees and
12 the Sellers shall have no liability or obligation arising or
13 accruing prior to the date of the Closing under the Assumed
14 Agreements, other than the payment of the Cure Costs for those
15 Assumed Agreements set forth on Section 1 of the Exhibit A hereto,
16 other than the Buyers' requirement to pay Cure Costs for the
17 Designated Assumed Agreements except as otherwise provided herein;
18 and it is further

19 ORDERED that the Sellers shall have no obligation to pay any
20 Cure Costs for any Contract that is excluded pursuant to Section
21 15(a)(ii)(y) of the Purchase Agreement but the Sellers shall have a
22 continuing obligation to pay all amounts required by 11 U.S.C.
23 section 365(d)(10) until such contract or lease is rejected by
24 order of this Court.

25 ORDERED that until seventy-five (75) days after the date on
26 which the Sale Order is entered, the Buyers, in their discretion,
27 by delivery of written notice to the Bankruptcy Court, the Sellers
28 in accordance with Section 13.2 of the Purchase Agreement and the

1 respective Contract Counter-Parties, may designate (the
2 "Designation"), from time to time, any Contract listed on Annex A
3 attached to the Purchase Agreement and Section 2 of the Exhibit A
4 hereto to be: (x) assumed as an Assumed Agreement (the "Post-
5 Closing Assumption") and assigned to the Buyers, as of the date of
6 such notice; (y) excluded from the Assumed Agreements and thereby
7 deemed an Excluded Agreement (the "Post Closing Exclusion") as of
8 the date of such notice; or (z) excluded from the Assumed
9 Agreements so that it may be assigned to a designee of the Buyers
10 named in such written notice (the "Post-Closing Assignment", and
11 such Contracts designated pursuant to the Post Closing Assignment
12 shall be the "Designated Assumed Agreements"). The assumption and
13 assignment of the Designated Assumed Agreements is to be effected
14 by separate Court order upon separate motions filed by the Sellers
15 on 14 calendar days expedited notice or such notice as is otherwise
16 ordered by the Court and served on the non-Debtor Contract Counter-
17 Party by email, fax or overnight mail. If such assignment is not
18 so authorized by the Bankruptcy Court in accordance with the
19 previous sentence, then the Buyers shall continue to have the right
20 until such 75 day period ends to either assume such Contract
21 pursuant to clause (x) above, exclude such Contract pursuant to
22 clause (y) above or to assign such Contract to a different third
23 party pursuant to clause (z) above and subject to the 14 day notice
24 requirement to the non-Debtor Contract Counter-Party; provided that
25 the Sellers shall not assume such Contracts unless such Contracts
26 will be assigned to Buyers or Buyers' designees; and it is further
27 ORDERED that prior to the Designation of a Contract, the
28 Buyers shall have the right to operate or use, as a subcontractor

1 or a sublessee, the real or personal property or equipment subject
2 to such Contracts for their own account subject to the receipt of
3 the Contract Counter-Party's consent if such consent is required.
4 If Fleet and Banc One fail to object to the Buyer's or Martin
5 Marietta's right to operate or use such contract pursuant to
6 Section 1.5(b) prior to May 21, 2002 at 3:00 p.m. (Pacific time),
7 such consent shall be deemed to have been given. If the Contract
8 Counter-Party's consent is required to subcontract or sublease such
9 Contract to the Buyers, but the Contract Counter-Party does not
10 consent to such subcontract or sublease (or Fleet or Banc One
11 object to such use prior to May 21, 2002 at 3:00 p.m. (Pacific
12 time)) then the Buyers shall continue to have the right to
13 designate such Contract pursuant to Section 1.5(a)(ii) of the
14 Purchase Agreement; and it is further

15 ORDERED that if the Contract Counter-Party consents to
16 sublease or subcontract a Contract under Section 1.5(a)(iii) of the
17 Purchase Agreement or if such consent is not required, whether or
18 not the Buyers or Martin Marietta operate or use the real or
19 personal property or equipment subject to such Contract, then the
20 Sellers shall pay to the Contract Counter-Party the amounts that
21 come due under such Contract from the Closing Date until the
22 Designation subject to Buyers' reimbursement of such amounts; and
23 it is further

24 ORDERED that upon the Post-Closing Assumption or the Post-
25 Closing Assignment, the Buyers shall pay the Cure Costs for such
26 Contract to the Contract Counter-Party. Upon the Post-Closing
27 Exclusion, then the Buyers shall pay to the Sellers the amount of
28 the Cure Cost as set forth on Section 2 of Exhibit A hereto for

1 such Contract that was retained by the Buyers pursuant to section
2 1.3(a)(ii) of the Purchase Agreement; and it is further

3 ORDERED that Buyers' designees shall seek assignment of the
4 Designated Assumed Agreements only pursuant to a separate motion,
5 filed on 14 calendar days expedited notice or such notice as is
6 otherwise ordered by this Court and served on the non-Debtor
7 Contract Counter-Party by email, fax or overnight mail; and it is
8 further

9 ORDERED that subject to section 1.5 of the Purchase Agreement
10 and the provisions above, the Buyers or Buyers' designees shall
11 assume all obligations of the Sellers occurring after the Closing
12 under the Assumed Agreements at the Closing for those Contracts set
13 forth on Section 1 of the Exhibit A hereto and at the time of the
14 post-closing assumption and assignment for those Contracts on
15 Section 2 of Exhibit A hereto. Subject to section 1.5 of the
16 Purchase Agreement and the provisions above, upon assumption and
17 assignment of any Assumed Agreement, the Assumed Agreements shall
18 be and shall be deemed valid and binding, in full force and effect
19 and enforceable by the Buyers and Buyers' designees in accordance
20 with their respective terms, notwithstanding any provision of any
21 Assumed Agreement (including those of the type described in
22 sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits,
23 restricts or conditions such transfer and, pursuant to section
24 365(k) of the Bankruptcy Code, the Sellers shall be relieved from
25 any further liability with respect to the Assumed Agreements after
26 such assignment, and each Contract Counter-Party to such Assumed
27 Agreement shall be, and hereby is, barred, estopped and permanently
28 enjoined from asserting against the Sellers, their property, or

1 assets, any prior default thereon which arose or accrued prior to
2 the Closing, whether by way of affirmative claim, counterclaim,
3 defense, set-off or otherwise; and it is further

4 ORDERED that with the exception of any liabilities
5 specifically assumed under the Purchase Agreement, all persons and
6 entities holding Liens or Claims of any kind and nature against any
7 of the Sellers or with respect to the Acquired Assets arising under
8 or out of or in connection with or in any way relating to the
9 Sellers, the operation of the Sellers' businesses prior to the
10 Closing or the Acquired Assets (except for the Sumsions), are
11 hereby barred, estopped and permanently enjoined from asserting
12 such Liens and Claims against the Acquired Assets, the Buyers or
13 the Buyers' designees, their successors, designees or assigns, or
14 their respective subsidiaries, shareholders, members, officers,
15 directors or trustees; and it is further

16 ORDERED that the Buyers have provided adequate assurance of
17 future performance consistent with section 365 of the Bankruptcy
18 Code with respect to the unexpired leases and executory contracts
19 assumed by the Buyers; and it is further

20 ORDERED that this Sale Order (a) is and shall be effective as
21 a determination that, on the Closing Date and except as specially
22 provided in the Purchase Agreement, all Liens and Claims existing
23 on the Acquired Assets (including rights of counter-parties to
24 capital leases) except the Sumsion Option before the Closing have
25 been unconditionally released, discharged and terminated, and that
26 the conveyances described herein have been effected, and (b) is and
27 shall be binding upon and govern the acts of all entities including
28 without limitation, all filing agents, filing officers, title

1 agents, title companies, recorders of mortgages, recorders of
2 deeds, registrars of deeds, administrative agencies, governmental
3 departments, secretaries of state, federal, state, and local
4 officials, and all other persons and entities who may be required
5 by operation of law, the duties of their office, or contract, to
6 accept, file, register or otherwise record or release any documents
7 or instruments, or who may be required to report or insure any
8 title or state of title in or to any of the Acquired Assets; and it
9 is further

10 ORDERED that on the Closing Date and, if reasonably requested
11 on a later date after Closing by the Buyers, the Buyers' bank
12 lenders or Buyers' designees, then at such later date after the
13 Closing Date, the creditors of each of the Debtors, including the
14 Lenders are authorized and directed to execute such documents and
15 take all other actions as may be necessary or as reasonably
16 requested by the Buyers, the Buyers' Lenders, or Buyers' designees
17 to document the release or termination of their Liens on or Claims
18 against the Acquired Assets, if any, as such Liens or Claims may
19 have been recorded or may otherwise exist; and it is further

20 ORDERED that if any person or entity that has filed financing
21 statements, mortgages, mechanics liens, lis pendens or other
22 documents or agreements evidencing Liens or Claims against the
23 Acquired Assets shall not have delivered to the Sellers prior to
24 the Closing, in proper form for filing and executed by the
25 appropriate parties, termination statements, instruments of
26 satisfaction, or releases of all Liens or other interests which the
27 person or entity has with respect to the Acquired Assets, each
28 Seller is hereby authorized to execute and file such statements,

1 instruments, releases and other documents on behalf of the person
2 or entity with respect to the Acquired Assets, and the Buyers are
3 hereby authorized to file, register or otherwise record a certified
4 copy of this Sale Order, which, once filed, registered or otherwise
5 recorded, shall constitute evidence of the release of all Liens and
6 Claims against or in the Acquired Assets of any kind or nature
7 whatsoever except the Sumsion Option; and it is further

8 ORDERED that all entities who are presently, or on the Closing
9 Date may be, in possession of some or all of the Acquired Assets
10 are hereby directed to surrender possession of said Acquired Assets
11 to the Buyers or Buyers' designees on the Closing Date; and it is
12 further

13 ORDERED that except as otherwise expressly provided in the
14 Purchase Agreement or related instruments or as otherwise provided
15 in this Sale Order, neither the Buyers nor the Buyers' designees
16 shall have any liability or responsibility for any liability or
17 other obligation of the Sellers arising under or related to the
18 Acquired Assets. Without limiting the effect of the foregoing, the
19 transfer of the Acquired Assets and the assignment of the Assumed
20 Agreements (subject to section 1.5 of the Purchase Agreement) do
21 not and will not subject the Buyers or Buyers' designees to any
22 liability for claims against any Seller or the Acquired Assets,
23 arising prior to the Closing Date, including, but not limited to,
24 claims for successor or vicarious liability, by reason of such
25 transfer under the laws of the United States, any state, territory
26 or possession thereof or the District of Columbia applicable to
27 such transactions. Neither the Buyers nor the Buyers' designees
28 shall be deemed, as a result of any action taken in connection with

1 the Purchase Agreement, to: (a) be the successor of any of the
2 Sellers; (b) have, de facto or otherwise, merged with or into any
3 of the Sellers; (c) be a mere continuation or substantial
4 continuation of any of the Sellers or the enterprise of any of the
5 Sellers; or (d) be responsible for any liability of any of the
6 Sellers or for payment of any benefit accruing to any of the
7 Sellers, except as specifically provided for in the Purchase
8 Agreement or in this Sale Order; and it is further

9 ORDERED that this Court retains jurisdiction (a) to enforce
10 and implement the terms and provisions of the Purchase Agreement,
11 all amendments thereto, any waivers and consents thereunder, and
12 each of the agreements executed in connection therewith, (b) to
13 compel delivery of the Acquired Assets to the Buyers, (c) to
14 enforce the assumption and assignment of the Assumed Agreements,
15 (d) to resolve any disputes arising under or related to the
16 Purchase Agreement, and (e) to interpret, implement and enforce the
17 provisions of this Sale Order; and it is further

18 ORDERED that nothing contained in any chapter 11 plan
19 confirmed in these cases or the order of confirmation confirming
20 any chapter 11 plan, nor any order dismissing any case or
21 converting it to a chapter 7 liquidation shall conflict with or
22 derogate from the provisions of the Purchase Agreement, any
23 document or instrument executed in connection therewith, or the
24 terms of this Sale Order; and it is further

25 ORDERED that the failure specifically to include any
26 particular provisions of the Purchase Agreement or any of the
27 documents, agreements or instruments executed in connection
28 therewith in this Sale Order shall not diminish or impair the

1 efficacy of such provision, document, agreement or instrument, it
2 being the intent of the Court that the Purchase Agreement and each
3 such document, agreement or instrument be authorized and approved
4 in its entirety; and it is further

5 ORDERED that the Purchase Agreement and any related
6 agreements, documents or other instruments may be modified, amended
7 or supplemented by the parties thereto in accordance with the terms
8 thereof without further order of the Court, provided that any such
9 modification, amendment or supplement does not have a material
10 adverse effect on the Sellers' estates; and it is further

11 ORDERED that pursuant to Bankruptcy Rules 6004(g), 6006(d) and
12 7062, this Sale Order shall not be stayed for ten (10) days after
13 entry, and notwithstanding any provision of the Bankruptcy Code or
14 Bankruptcy Rules to the contrary, this Order shall be effective and
15 enforceable immediately upon entry; and it is further

16 ORDERED that pursuant to Section 1.3(a)(i) of the Purchase
17 Agreement, any Indemnity or other amounts owed by the Sellers to
18 the Buyers pursuant to Section 12.1 of the Purchase Agreement, or
19 under the Utah Sale Agreement or under the Idaho Sale Agreement,
20 shall be accorded administrative priority upon entry of this Sale
21 Order; and it is further

22 ORDERED that this Order shall inure to the benefit of the
23 Buyers, the Sellers and their respective successors and assigns,
24 including but not limited to any chapter 11 or chapter 7 trustee
25 that may be appointed in any of the Sellers' cases and shall be
26 binding upon any trustee, party, entity or other fiduciary that may
27 be appointed in connection with these cases, whether under chapter
28 7 or chapter 11 of the Bankruptcy Code; and it is further

1 ORDERED that pursuant to Bankruptcy Code section 1146(c), the
2 transactions contemplated by the Agreement are under or in
3 contemplation of a plan to be confirmed under Bankruptcy Code
4 section 1129, and therefore, are exempt from any transfer, stamp or
5 similar tax or any so-called "bulk sale" law in all necessary
6 jurisdictions arising as a result of or in connection with Seller's
7 sale and transfer of the Acquired Assets to the Buyers; and it is
8 further

9 ORDERED that each and every federal, state and local
10 governmental agency, department or entity is hereby directed to
11 accept the filing of any and all documents and instruments
12 necessary and appropriate to implement, effectuate or consummate
13 the transactions contemplated by the Purchase Agreement and this
14 Order; and it is further

15 ORDERED that the provisions of this Order are nonseverable and
16 mutually dependent; and it is further

17 ORDERED that nothing in this Order shall be construed as
18 altering the Purchase Agreement or the obligations of the Sellers
19 and Buyers pursuant thereto.

20 ORDERED that any agreements not assigned to Buyers or their
21 Designees shall be rejected by the Debtors pursuant to new motions
22 filed with this Court and served in accordance with this Court's
23 local rules.

24
25 Dated: Reno, Nevada
26 May __, 2002

27 I certify that this is a true copy:

28 Attest: 
Deputy Clerk, Bankruptcy Court


The Honorable Gregg W. Zive
United States Bankruptcy Judge

1 Presented by:

2 David C. McElhinney

3 DAVID C. McELHINNEY (NV State Bar #0033)

4 BRETT ASHLEY AXELROD (NV State Bar #5859)

5 BECKLEY SINGLETON, CHARTERED

6 Local Counsel for Debtors and
7 Debtors in Possession

8 -and-

9 CHARLES D. AXELROD,

10 EVE H. KARASIK, and

11 SCOTT H. YUN, Members of

12 STUTMAN, TREISTER & GLATT

13 PROFESSIONAL CORPORATION

14 Reorganization Counsel for Debtors and
15 Debtors in Possession

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Exhibit A, Section 1

Third Party/Contract	Contract ID	Cure Amount
Alabama Power Company	Contract for Electric Service 1/8/98	10,318.05
Allied Lime Company	License Agreement of 12/31/99	
Arizona State Land Department	Special Land Use Permit of 5/1/95 (Mohave Concrete)	
Arizona State Land Department/ Polidori Quinto	Commercial Lease of 9/14/96	56,000.00
BancBoston Leasing (assigned to General Electric Capital Corporation)	Lease Schedule No. 36 of 2/29/2000	
BankOne Leasing Corp.	Lease Schedule No. 1000060967 of 5/16/97	
BellSouth Telecommunications	Contract Service Arrangement Agreement AL00-4663-02 dated 8/20/2000	
Black Eagle Minerals LC	Lease Option Agreement and Lease Agreement 5/6/98	22,987.92
Black Eagle Minerals LC	Agreement of 9/30/98	
Black Eagle Minerals, Inc.	Supplement to Lease Agreement of 6/6/2001	
Blue Circle Aggregates, Inc.	Mulberry Lease Option Agreement and Lease 6/30/98	
Blue Circle Cement	Roberta, Alabama Limestone Sales Agreement 6/30/98	482,607.93
Chemical Lime Company of Alabama	Aggregates Agreement and Lease 7/15/98	277,766.24
Chemical Lime Company of Alabama	First Amendment to Aggregate Agreement and Lease 5/1/99	
Cheney Lime & Cement Company	Agreement of 11/_/99	244,899.53
Cole, Boyd	Lease Agreement and Option to Purchase of 11/20/96	
Crow, Jerry G./ Bradley Mountain, Inc.	Sublease to DeKalb Stone	4,500.00

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Third Party/Contract	Contract ID	Cure Amount
Dave L. Brown Family Properties, Inc.	Lease Agreement of 10/10/999	1,000.00
Field Roscoe A.; Field Jane P.; Field John A.; Field R. Porter	Lease Agreement 3/10/99	1,066.00
Ft Mohave Indian Tribe Corporation	First Amendment to Ft. Mohave Indian Tribe Sand and Gravel Permit of 4/19/96	
Ft Mohave Indian Tribe Corporation	Ft Mohave Indian Tribe Sand and Gravel Permit of 1/1/95	13,759.06
Gamble, Charles Larry; Gamble Sherry; R.E. Grills Construction Company	Option and Lease Agreement 12/28/93	7,370.00
Gamble, Charles Larry; Gamble Sherry; R.E. Grills Construction Company	First Amendment to Option and Lease Agreement 12/15/95	
GE Capital	Collateral Schedule No. 1 dated 6/20/97	
Gulf States Paper Corporation	Mining Lease 2/23/96	4,254.51
Housworth, Alton Jr.; Housworth Edwin P.; McGarity William D. Jr.; and Ruth Housworth Park/Bradley Mountain, Inc.	Lease to DeKalb Stone	10,350.00
Intermedia Communications	Service Application and Agreement 8/25/2000	
ITCDeltaCom Communications	Dedicated Service Application 2/13/99	
Jack B. Parsons Company	Agreement for Use of Building	13,600.00
Jack B. Parsons Company	Agreement for Use of Trailer	
Jack B. Parsons Company	Agreement for License and Easement Notice	
Jack B. Parsons Company	Easement and License Agreement of 3/30/01	
Jack B. Parsons Company	Co-Occupancy Agreement of 3/30/01	
Jack B. Parsons Company	License Agreement of 3/30/01	

1	Third Party/Contract.	Contract ID	Cure Amount
2	Jack B. Parsons Company	Aggregates Purchase and Sale Agreement of 3/30/01	
3	Jack B. Parsons Company	Lease Agreement of 3/30/01	
4	Lawler, Ann D, Lawler, William G.; Lawler Johnson Dian; Lawler, Wayne Keith; Lawler William Philip,	Lease Option Agreement and Lease Agreement 5/18/99; as amended by the Lease Option Agreement and Lease Agreement Amendment of 5/18/99	
5	Lonesome Valley LLC	Lease Agreement 3/28/94	
6	Lonesome Valley LLC	First Amendment to Lease Agreement 2/7/96	
7	Metro Truck Equipment Inc./ Bradley Mountain, Inc.	Sublease to DeKalb Stone	4,500
8	Oldcastle	Escrow Agreement of 2/5/2002	
9	Oldcastle	Side Letter of 2/5/2002	
10	Pacific Coast Building Products	Amendment to Sand and Gravel Lease of 5/19/98	
11	Pacific Coast Building Products	Amendment to Sand and Gravel Lease of 12/7/2001	
12	Peck Rock and Products	Second Amendment to Purchase and Operating Agreement of 3/28/2001	
13	Peck Rock Products	Amended and Restated Surface Owners Agreement of 8/31/01	
14	Ready Mix USA Inc.	Amended and Restated Aggregates Purchase and Sale Agreement dated 1/1/2001	
15	Ready Mix USA Inc.	Non-Competition and Non-Solicitation Agreement 4/24/2000	
16	Ready Mix USA Inc.	Aggregates Purchase and Sale Agreement 5/1/2000	
17	Ready Mix USA Inc.	Asset Purchase Agreement 12/18/2000	
18	Ready Mix USA Inc.	Non-Competition and Non-Solicitation Agreement 12/18/2000	
19	Ready Mix USA Inc./ C.S. Reed Jr.	Non-Competition and Non-Solicitation Agreement 4/24/2000	
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Third Party/Contract	Contract ID	Cure Amount
Ready Mix USA Inc./Jim Harris	Non-Competition and Non-Solicitation Agreement 4/24/2000	
Ready Mix USA Inc./Morris Bishop	Non-Competition and Non-Solicitation Agreement 4/24/2000	
Ready Mix USA Inc./Clifford Reed	Non-Competition and Non-Solicitation Agreement 12/18/2000	
Ready Mix USA Inc./Jim Harris	Non-Competition and Non-Solicitation Agreement 12/18/2000	
Ready Mix USA Inc./Morris Bishop	Non-Competition and Non-Solicitation Agreement 12/18/2000	
Shelton William H.	Option and Lease Agreement 5/9/94	
Shelton William H.	First Amendment to Option and Lease Agreement 1/26/96	
Sherman International Corp.	Letter Agreement 2/7/95	
Southeastern Materials Inc.	Asphalt Plant Lease 3/1/97	
Southern Ready Mix/Red Mountain	Plan of Merger 1/30/97	
Staker Paving and Construction	Mineral Lease Assignment of March 2001	
Staker Paving and Construction	Co-Occupancy Agreement of 3/30/2001	
Staker Paving and Construction	Assignment and Assumption Agreement of 3/30/2001	
Staker Paving and Construction	Memo of Lease - #26 of 4/2/2001	
Stephens, Tommy E.; Stephens Bettye W.	Lease Agreement 5/22/98	
Woolley, Joe; Woolley Angelia; Woolley, Ed; Woolley Bonnie	Memorandum of Lease 1/1/96	

Exhibit A, Section 2

Third Party/Contract	Contract ID	Cure Amount
ARI, Inc.	Lease Agreement (date unknown)	11,517.82
Arizona State Land Department	Material Sales Agreement 3/20/91	87,715.82
BancBoston Leasing	Lease Schedule No. 3 of 5/4/98	1,945.89
BancBoston Leasing	Lease Schedule No. 4 of 6/5/98	1,628.21
BancBoston Leasing	Lease Schedule No. 10 of 12/1/98	1,073.03
BancBoston Leasing	Lease Schedule No. 12 of 12/31/98	3,624.81
BancBoston Leasing (assigned to CIT Equipment Financing Inc)	Lease Schedule No. 17 of 4/28/99	
BancBoston Leasing (assigned to CIT Equipment Financing Inc)	Lease Schedule No. 18 of 5/24/99	
BancBoston Leasing (assigned to CIT Equipment Financing Inc)	Lease Schedule No. 19 of 6/2/99	
BancBoston Leasing (assigned to CIT Equipment Financing Inc)	Lease Schedule No. 23 of 8/5/99	
BancBoston Leasing (assigned to CIT Equipment Financing Inc)	Lease Schedule No. 24 of 9/10/99	
BancBoston Leasing (assigned to CIT Equipment Financing Inc.)	Lease Schedule No. 14 of 2/26/99	
BancBoston Leasing (assigned to CIT Group Equipment financing Inc)	Lease Schedule No. 28 of 11/29/99	
BancBoston Leasing (assigned to CTI Equipment Financing Inc)	Lease Schedule No. 13 of 2/1/99	
BancBoston Leasing (assigned to General Electric Capital Corporation)	Lease Schedule No. 35 of 2/18/2000	

1	Third Party/Contract	Contract ID	Cure Amount
2	BancBoston	Lease Schedule No. 29 of	
3	Leasing (assigned	12/20/99	
4	to LaSalle		
5	National Leasing		
6	Corporation)		
7	BancBoston	Equipment Schedule No.	21,560.46
8	Leasing	34577-00046 of 5/21/2001	
9	BancBoston	Lease Schedule No. 27 of	1,387.84
10	Leasing (assigned	11/11/99	
11	to Wells Fargo		
12	Equipment		
13	Financing Inc.)		
14	BancBoston	Lease No. 1000067638 of	17,672.93
15	Leasing Inc.	10/1/98	
16	BancBoston	Lease Schedule No. 20 of	1,202.34
17	Leasing Inc.	7/9/99	
18	BancBoston	Equipment Schedule No. 1	8,301.31
19	Leasing, Inc.	of 6/1/98	
20	BancBoston	Lease Schedule No. 32 of	2,071.18
21	Leasing, Inc.	12/29/99	
22	BancOne Leasing	Lease Schedule No.	
23	Corporation	1000062758 of 9/26/97	
24	BancOne Leasing	Lease Schedule No.	6,068.84
25	Corporation	1000094625 of 3/26/99	
26	BankBoston	Equipment Schedule No. 1	17,216.96
27	Leasing, Inc.	of 6/1/98	
28	(transferred to		
29	CIT)		
30	BankOne Leasing	Lease Schedule No.	
31	Corp.	1000055867 of 12/24/96	
32	BankOne Leasing	Lease Schedule No.	
33	Corp.	1000060235 of 4/1/97	
34	BankOne Leasing	Lease Schedule No.	
35	Corp.	1000060293 of 4/11/97	
36	BankOne Leasing	Lease Schedule No.	
37	Corp.	1000060907 of 5/16/97	
38	BankOne Leasing	Lease Schedule No.	
39	Corp.	1000061254 of 6/9/97	
40	BankOne Leasing	Schedule No. 1000055869	
41	Corporation	of 12/24/96	
42	BankOne Leasing	Schedule No. 1000055870	
43	Corporation	of 12/24/96	
44	BankOne Leasing	Schedule No. 1000063783	
45	Corporation	of 12/10/97	
46	BankOne Leasing	Schedule No. 1000063576	
47	Corporation	of 12/15/97	
48	BankOne Leasing	Schedule No. 1000064982	
49	Corporation	if 3/30/98	
50	Black Eagle	Letter Agreement of	
51	Minerals, Inc.	6/5/2000	

1	Third Party/Contract	Contract ID	Cure Amount
2	CSL Colonnade Associates (Koger Equity is successor in interest)	Colonnade Office Lease 12/31/97	18,848.62
3	First Security Leasing Company (now Wells Fargo)	Lease Schedule of 5/14/98	14,029.90
4	Fleet Capital Corporation	Equipment Schedule No. 35219-00001 of 7/19/2000	12,819.59
5	Fleet Capital Corporation (as assigned to GE Capital Corporation)	Equipment Schedule No. 35219-00002 of 9/6/2000	5,187.66
6	Keycorp Leasing Ltd.	Equipment Schedule No. 3 of 6/3/97 (paid off)	
7	Komatsu Limited Financial Partnership	Equipment Schedule No. 1 of 2/21/2001	28,905.22
8	Pacific Coast Building Products	Amendment to Sand and Gravel Lease of 11/15/01	
9	PFC Group (Community First paid off)	Schedule No. 3 of 8/26/96	
10	Safeco Credit Company	Equipment Schedule No. 6 of 5/15/97	56,793.02
11	Safeco Credit Company	Schedule No. 9 of 8/1/97	5,725.06
12	Safeco Credit Company	Equipment Schedule No. 2 of 7/10/99	7,982.69
13	Safeco Credit Company	Equipment Schedule No. 3 dated 7/13/99	11,064.30
14	Safeco Credit Corp.	Schedule No. 10 of 2/26/98	
15	SFW Enterprises LLC	Consulting agreement 9/25/2000	
16	Sherman International Corp.	Agreement to Sell Crushed Stone/Sand 5/27/97	
17	USBancorp Leasing & Financing	Schedule No. 10878.005 of 6/30/98	
18	Zions Credit Corp	Equipment schedule No. 1 of 3/23/2000	10,099.80
19	Zions Credit Corp.	Schedule No. 1 of 2/11/93	
20	Zions Credit Corp.	Equipment Schedule No. 1 of 3/7/2000	789.64
21	Zions Credit Corporation	Equipment Schedule No. 1 of 10/29/99	3,447.88
22	Zions Credit Corporation	Equipment Schedule No. 2 of 11/2/99	996.42
23	Zions Credit Corporation	Equipment Schedule No. 3 of 8/11/2000	17,113.81