

**THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED, RETURN TO:**
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Because this instrument has been authorized pursuant to or in contemplation of an Order of the United States Bankruptcy Court for the District of Nevada (the "Sale Order" defined hereinbelow), relating to a plan of reorganization of the Grantor, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. § 1146(c), and is further exempt as a document which the State, the City and the County are prohibited from taxing under the Constitution and statutes of the United States.



20021028000529070 Pg 1/7 29.00
Shelby Cnty Judge of Probate, AL
10/28/2002 08:13:00 FILED/CERTIFIED

MEMORANDUM OF LEASE AND AMENDMENT TO LEASE

(Site Number: #52, Calera Quarry – Shelby County, Alabama)

THIS MEMORANDUM OF LEASE AND AMENDMENT TO LEASE (this "Memorandum") is made as of the 29th day of May, 2002, by and among **LAFARGE BUILDING MATERIALS INC.**, an Alabama corporation having an address of 1800 Parkway Place, Marietta, Georgia 30067, ("Landlord"), successor by name change to Blue Circle Inc., of which Blue Circle Cement was a division, and **SRM AGGREGATES, INC.**, successor by name change to Southern Ready Mix, Inc., an Alabama corporation having a mailing address of 4200 Colonnade Parkway, Suite 100, Birmingham, Alabama 35243 ("Tenant").

W I T N E S S E T H:

The purpose of this Memorandum is to give record notice of a certain Lease dated July 1, 1995, between Landlord and Tenant, as amended by Addendum to 1995 Lease dated June 30, 1998 (the "Lease"), as amended hereby. In consideration of the rents, covenants, and conditions more particularly set forth herein, Landlord and Tenant do hereby covenant, promise, and agree as follows:

1. Amendments to Lease. The Lease is hereby amended such that the property description, included in **Exhibit "A"** attached hereto, is and shall constitute the Premises (as such term is defined in, and subject to the other terms and conditions in, the Lease), and the Lease is accordingly amended to include **Exhibit "A"** attached hereto. The Lease is further amended to provide that Tenant's interest in that portion of the Premises depicted on **Exhibit "B"** attached hereto is subject to the rights of Lawler and Sons Farm ("Lawler") pursuant to that certain unrecorded Lease Agreement dated May 11, 1999 by and between Landlord and Lawler (the "Lawler Lease"). Notwithstanding the foregoing, Landlord agrees that upon receipt of written notice from Tenant, its successors or assigns, given at least 120 days prior to the end of an annual lease term under the Lawler Lease, stating that the uninterrupted use of the portion of the Premises depicted on Exhibit "B" has become reasonably necessary to the operation of the Premises, Landlord will terminate the Lawler Lease in accordance with the termination right provided therein.

2. Term. The term of the Lease commenced on July 1, 1995 and terminates on June 30, 2013 (the "Term"), subject to earlier termination by either party as provided in the

Lease or the Limestone Sale Agreement (as defined in the Lease), or effective on June 30, 2003 or June 30, 2008 all as described in more detail in the Lease.

3. Consideration. The consideration due under the Lease consists of rent in the amount of Ten Dollars (\$10.00) plus the purchase price payable by Tenant to Landlord (subject to adjustment) for limestone delivered pursuant to the Limestone Sale Agreement (as defined in the Lease).

4. Effect of Memorandum. The sole purpose of this instrument is to give notice of the Lease and its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. Except as otherwise noted herein in paragraph 1 above, this Memorandum shall not modify in any manner the terms, conditions or intent of the Lease and the parties agree that this Memorandum is not intended nor shall it be used to interpret the Lease or determine the intent of the parties under the Lease. The parties hereto expressly agree that the execution of this Memorandum shall not operate to waive any of Landlord's rights pursuant to the Lease or any rights Landlord may exercise pursuant to Tenant's pending Chapter 11 bankruptcy proceedings.

5. Defined Terms. The defined terms used herein with their initial letters capitalized which are specially defined in the Lease shall have the same meanings herein as are set forth in the Lease.

(Signatures contained on next pages)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first written above.

LANDLORD:

**LAFARGE BUILDING MATERIALS
INC.**, successor to Blue Circle, Inc.

By: [Signature]
Print Name: D.I. BUCHANAN
Title: PLANT MANAGER

STATE OF Alabama
COUNTY OF Shelby

I, Stephanie S. Eyer, a Notary Public in and for said county in said state, hereby certify that D.I. Buchanan, whose name as the Plant Manager of **LAFARGE BUILDING MATERIALS INC.**, an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand, this 2nd day of Oct., 2002.

[Signature]
Notary Public

My Commission Expires:

12-19-04

(Notary Seal)

TENANT:

SRM AGGREGATES, INC.

By: [Signature]

Print Name: Stanford Spingel

Title: Vice President

STATE OF New York
COUNTY OF New York

I, RICHARD D. NEZNAMY, a Notary Public in and for said county in said state, hereby certify that SANFORD SPRINGEL, whose name as the VICE PRESIDENT of SRM AGGREGATES, INC., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand, this 30th day of May, 2002.

[Signature]
Notary Public

My Commission Expires:

MARCH 15, 2003

(Notary Seal)

RICHARD D. NEZNAMY
Notary Public, State of New York
No. [REDACTED]
Qualified in New York County
Commission Expires March 15, 2003

EXHIBIT A

(Site Number: #52, Calera Quarry – Shelby County, Alabama)

A parcel of land situated in the SW 1/4 of Section 24, Township 22 South, Range 3 West, the SE 1/4 Section 24, Township 22 South, Range 3 West and Section 6, Township 24 North, Range 13 East, Shelby County, Alabama, the bearings of which are based on the State Plane Grid (Alabama West Zone), and being described as follows:

Commence at a capped ½" rebar (LS #21183) marking the SW corner of the NW 1/4 - SW1/4 Section 24, T-22-s, R-3-W, thence S87°23'16"E 571.57 feet along the south line of said Forty to a capped ½" rebar (LS #3092) on the northeasterly Right-of-Way of Shelby County Road #23 (80' R/W), said point being the **Point of Beginning**, thence N15°14'13"W 632.27 feet along said Right-of-Way to a capped ½" rebar (LS #21183), thence leaving said Right-of-Way N08°52'44"W 309.17 feet to a capped ½" rebar (LS #21183), thence N15°02'07"E 684.89 feet to a capped ½" rebar(Wiser), thence N23°44'07"E 818.66 feet to a capped ½" rebar(Wiser), thence N52°37'53"E 391.13 feet to a capped ½" rebar(LS #21183), thence, N78°55'23"E 538.84 feet to a capped ½" rebar(Wiser), thence S08°57'08"E 2172.34 feet to a capped ½" rebar(LS #21183), thence S25°09'52"W 700.16 feet to a capped ½" rebar(LS #21183), thence S52°08'59"W 750.35 feet to a capped ½" rebar(LS #21183), thence S24°05'52"W 461.47 feet to a capped ½" rebar(LS #21183) on the northeasterly Right-of-Way of Shelby County Road #23 (80' R/W), thence northwesterly along said Right-of-Way along a curve to the right having a radius of 676.20 feet, a chord bearing of N32°22'42"W and a chord distance of 398.15 feet to a capped ½" rebar(LS #21183), thence N15°14'13"W 681.68 feet along said Right-of-Way to the **Point of Beginning**, containing 91.65 acres, more or less.

PARCEL (2):

Commence at a 2" iron pipe marking the SE corner of Section 23, T-22-S, R-3-W, thence N01°49'26"E 64.59 feet along the east line of said Section 23 to a capped ½" rebar (LS #21183) on the north Right-of-Way line of the Southern Railroad Selma-Rome Branch (100' R/W), said point being the **Point of Beginning**, thence N80°25'30"W 593.51 feet along said railroad Right-of-Way to a capped ½" rebar (LS #21183), thence northwesterly along said railroad Right-of-Way along a curve to the right having a radius of 11,409.30 feet, a delta angle of 0°28'16", a chord bearing of N79°54'44"W and a chord distance of 93.82 feet to an existing ½" rebar, thence leaving said railroad Right-of-Way N00°12'51"E 1322.00 feet more or less to a point on the southerly bank of Dry Creek, thence run northeasterly along the southerly bank of Dry Creek 1050.00 feet more or less to a point on the southwesterly Right-of-Way of Shelby County Road #23 (80' R/W), thence S15°14'13"E 1425.00 feet along said Right-of-Way to a capped ½" rebar (LS #21183) marking the P.C. of a curve to the left, thence southeasterly along said Right-of-Way along a curve to the left having a radius of 756.20 feet, a delta angle of 54°04'19", a chord bearing of S42°17'15"E and a chord distance of 687.46 feet to a bent ½" rebar on the north Right-of-Way line of the Southern Railroad Selma-Rome Branch (100' R/W), thence leaving said Shelby County Road #23 Right-of-Way (80' R/W) N80°23'27"W

1184.51 feet along the north Right-of-Way line of the Southern Railroad Selma-Rome Branch (100' R/W) to the **Point of Beginning**, containing 46.0 acres, more or less.

