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(SPACE ABOVE THIS LINE FOR RECORDER'S PURPOSE ONLY)

**FUTURE ADVANCE MORTGAGE, OPEN-ENDED MORTGAGE,  
MORTGAGE, LINE OF CREDIT MORTGAGE,  
CHATTEL MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,  
FINANCING STATEMENT AND FIXTURE FILING**

**THIS FUTURE ADVANCE MORTGAGE, OPEN-ENDED MORTGAGE,  
MORTGAGE, LINE OF CREDIT MORTGAGE, CHATTEL MORTGAGE,  
ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FINANCING STATEMENT  
AND FIXTURE FILING** (this "Instrument") dated as of May 2, 2005, to be effective as of May 3, 2005 by and from Carmeuse Lime & Stone, Inc. a Delaware corporation, formerly known as Dravo Lime Company (the "Mortgagor"), as mortgagor hereunder whose address is 11 Stanwix Street, 11<sup>th</sup> Floor, Pittsburgh, PA 15222 to BNP PARIBAS, as Administrative Agent for the Lenders (the "Mortgagee") under that certain Credit Agreement dated as of May 2, 2005 between and among Carmeuse Lime, Inc., a Delaware corporation ("Carmeuse"), Carmeuse Lime (Canada) Limited, an Ontario corporation (together with Carmeuse, the "Borrower"), the subsidiary guarantors party thereto, the lenders party thereto (the "Lenders") and BNP Paribas, as Administrative Agent for the Lenders (as heretofore amended and/or hereinafter amended, modified, supplemented, restated and in effect from time to time, the "Credit Agreement") whose principal office is located at 919 Third Avenue, Third Floor, New York, NY 10020 as to any and all portions of the Collateral (as defined below).

Terms defined in the Credit Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein.



**ARTICLE 1**  
**GRANTS AND OBLIGATIONS SECURED**

Section 1.01 Collateral. All of the property described under (a) through (o) below is herein collectively called the "Collateral":

(a) That certain real property more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Property") and located in the cities, counties, parishes and/or states as set forth in Exhibit A;

(b) Any and all buildings, constructions and improvements now or hereafter erected in, on or under the Property, including, without limitation, the fixtures, attachments, appliances, equipment, machinery, and other articles which are attached to said buildings, constructions and improvements (the "Improvements"), all of which shall be deemed and construed to be a part of the realty;

(c) All right and title of the Mortgagor in and to all of the items incorporated as part of or attributed or affixed to any of the Property or other real property comprising all or a portion of the Collateral or any other interest of the Mortgagor, whether now owned or hereafter acquired, in, to or relating to the Property or such other real property, in such a manner that such items are no longer personal property under the law of the state where the property is situated;

(d) All rents, issues, profits, royalties, income, proceeds and other benefits derived from the Property or the Improvements or any other portion of the Collateral (collectively, the "Rents"), subject to the rights, powers and authorities hereinafter given to the Mortgagee and the Mortgagor as set forth in Article 3 hereof;

(e) All interests, estates or other claims, both in law and in equity, which the Mortgagor now has or may hereafter acquire in the Property, the Improvements or both;

(f) All easements, rights-of-way and other rights now owned or hereafter acquired by the Mortgagor and used in connection with the foregoing described Collateral or as a means of access thereto, including, without limiting the generality of the foregoing, all rights pursuant to any trackage agreement and all rights to the non-exclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto, and all water and water rights and shares of stock evidencing the same;

(g) All leasehold estates (as used in this instrument, the terms "Lease" and "Leasehold," and all derivative forms thereof, shall be deemed to include usufructuary interests), rights, titles and interests of the Mortgagor in, to and under all leases or subleases covering the Property, the Improvements or any portion thereof now or hereafter existing or entered into, and all rights, titles and interests of the Mortgagor thereunder including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(h) All right, title and interest now owned or hereafter acquired by the Mortgagor in and to any greater estate in the Property or the Improvements;



(i) All right, title and interest now owned or hereafter acquired by the Mortgagor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

(j) All rights and interests of the Mortgagor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Property;

(k) All of the estates, interests, rights, titles, other claims or demands, both in law and in equity, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which the Mortgagor now has or may hereafter acquire in the Property, the Improvements or other portions of the Collateral, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Collateral, including, without limitation, any award resulting from a change of grade of streets and any award for severance damages;

(l) All right and title now owned or hereafter acquired by the Mortgagor in and to any and all articles of personal property of every kind and nature whatsoever and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including, without limitation, all goods, fixtures, wall-beds, wall-safes, built-in furniture and installations, shelving, partitions, door-stops, vaults, elevators, dumb-waiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, laundry tubs and trays, iceboxes, refrigerators, heating units, stoves, ovens, water heaters, incinerators, furniture and furnishings, communication systems, all specifically designed installations and furnishings and all of said articles of property, the specific enumerations herein not excluding the general, now or at any time hereafter affixed to, attached to, placed upon, used or useful in any way in connection with the use, enjoyment, occupancy or operation of the Property or the Improvements or any portion thereof and owned by the Mortgagor or in which the Mortgagor now has or hereafter acquires an interest, and all building materials, supplies, tools and equipment now or hereafter delivered to the Property and intended to be installed or placed in or about the Improvements (the "Fixtures");

(m) All inventory in all of its forms (except real estate), wherever located, now or hereafter existing, including, but not limited to, (a) all plastic, corrugated and other containers and raw materials and work in progress therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (b) goods in which the Mortgagor has an interest in mass or a joint or other interest or right or interest of any kind (including, without limitation, goods in which the Mortgagor has an interest or right as consignee), and (c) goods which are returned to or repossessed by the Mortgagor, and all accessions thereto and products thereof and documents therefor;



(n) all Goods, Accounts, Documents, Instruments, Money, Chattel Paper and General Intangibles, as those terms are defined in the Uniform Commercial Code from time to time in effect in the jurisdiction in which the Property is located; and

(o) all estate, right, title and interest of the Mortgagor in and to all rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances on or in the Property, development rights or credits, air rights, water, water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant) and water stock (all of the foregoing estate, right, title and interest being hereinafter collectively called "Mineral and Related Rights").

Section 1.02 Grants. IN CONSIDERATION of the sum of ten dollars (\$10.00) in hand paid by the Mortgagee to the Mortgagor, and for other good and valuable consideration, including, without limitation, the indebtedness herein recited, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably:

(a) Grants, bargains, sells, assigns, transfers, pledges, remises, releases, alienates, mortgages, warrants and conveys, and grants a security interest in the Collateral to the Mortgagee WITH POWER OF SALE, if available pursuant to this Instrument and subject to applicable law, for the benefit and security of the Mortgagee, subject to the rights of the Mortgagee under the assignment made in paragraph (b) below; and

TO HAVE AND TO HOLD the Collateral to the Mortgagee and its successors and assigns forever, subject to all of the terms, conditions, covenants and agreements herein set forth, for the security and benefit of the Mortgagee and its respective successors and assigns as holders of the Obligations (as hereinafter defined); and

(b) Assigns and transfers to the Mortgagee all of the Rents.

IN FURTHERANCE OF THE FOREGOING GRANTS (INCLUDING GRANTS OF SECURITY INTERESTS), BARGAINS, SALES, ASSIGNMENTS, TRANSFERS, PLEDGES, REMISES, RELEASES, ALIENATES, MORTGAGES AND CONVEYANCES, AND TO PROTECT THE PROPERTY AND THE SECURITY GRANTED BY THIS INSTRUMENT, MORTGAGEE HEREBY WARRANTS, REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

Section 1.03 Obligations. This Instrument is executed, acknowledged and delivered by the Mortgagor to secure and enforce the following obligations (collectively, the "Obligations"):

(a) the payment and performance of all indebtedness owed to the Lenders or Administrative Agent by the Borrower or any Obligor under the Credit Agreement, including the Loans and any and all reborrowings, future advances and readvances thereunder and modifications, extensions, substitutions, exchanges and renewals thereof (each of which reborrowings, future advances, readvances, modifications, extensions, substitutions, exchanges and renewals shall enjoy the same priority as if such reborrowings, future advances, readvances, modifications, extensions, substitutions, exchanges and renewals were made on the date the initial loans thereunder were recorded;



(b) the payment and performance of all other obligations owed to the Lenders or Administrative Agent by the Borrower or any Obligor under the other Loan Documents (as defined below);

(c) the payment and performance of all obligations owed to the Lenders or Administrative Agent by the Borrower or any Obligor in respect of any Hedging Agreement;

(d) the payment and performance of the covenants, agreements and obligations hereinafter contained and all other monies secured hereby, including, without limitation, any and all sums expended by the Mortgagee pursuant to Section 2.13, together with interest thereon; and

(e) the payment of any unpaid balances of loan advances that Lenders or Administrative Agent may make or may be obligated to make under this Instrument or the Credit Agreement at any time after this Instrument is delivered to the recorder for record to the extent that the total unpaid loan indebtedness, exclusive of interest therein, does not exceed the maximum amount of two hundred and thirty million dollars (\$230,000,000) which may be outstanding at any time and from time to time.

Section 1.04 Satisfaction. The conditions of this Instrument are such that if (a) the Mortgagor duly pays or performs all of the Mortgagor's Obligations, and (b) the Mortgagee has no further right or obligation to advance any further sums which would be a part of, or guaranteed by, the Obligations secured by this Instrument, then this Instrument will be void; otherwise, this Instrument will continue in full force and effect.

Section 1.05 Loan Documents. This Instrument, the other Security Documents, the Credit Agreement, the Intercompany Subordination Agreement, the Letters of Credit Documents and any other deed of trust, mortgage, collateral mortgage, chattel mortgage, pledge, act of pledge, act of mortgage, act of collateral mortgage, agreement, guaranty, assignment of rents or leases or other instrument given to evidence or further secure the payment and performance of any of the Obligations may hereinafter be collectively referred to as the "Loan Documents".

Section 1.06 Open-End Mortgage. For all items of the Property in which an interest arises under real estate law, this is an open-end mortgage that secures payment of the future advances.

Section 1.07 Future Advance Mortgage. This is a future advance mortgage. The obligations secured by this Instrument include (a) a revolving line of credit to be made available by the Mortgagee to the Mortgagor under the Loan Documents, pursuant to which advances may be made, prepaid and re-borrowed from time to time, and (b) all other indebtedness, obligations and liabilities of the Mortgagor to the Mortgagee, due or to become due, and now existing or hereafter incurred, contracted or arising.



## ARTICLE 2

### PARTICULAR COVENANTS AND AGREEMENTS OF THE MORTGAGOR

Section 2.01 Payment of Secured Obligations. The Mortgagor represents and warrants that it has the full power and lawful authority to grant, bargain, sell, release, convey, warrant, assign, transfer, mortgage, pledge, set over and confirm unto the Mortgagee the Collateral as hereinabove provided and warrants that it will forever defend the title to the Collateral and the validity and priority of the lien or estate hereof against the claims and demands of all persons whomsoever.

Section 2.02 Further Assurances; Filing; Refiling; Etc.

(a) Further Instruments. The Mortgagor shall execute, acknowledge and deliver, from time to time, such further instruments as the Mortgagee may require to accomplish the purposes of this Instrument.

(b) Filing and Refiling. The Mortgagor, immediately upon the execution and delivery of this Instrument, and thereafter from time to time, shall cause this Instrument, any security agreement or mortgage supplemental hereto and each instrument of further assurance to be filed, registered or recorded and refiled, re-registered or re-recorded in such manner and in such places as may be reasonably required by any present or future law in order to publish notice of and perfect the lien or estate of this Instrument upon the Collateral.

(c) Fees and Expenses. The Mortgagor shall pay all filing, registration and recording fees, all refiling, re-registration and re-recording fees, and all expenses incident to the execution, filing, recording and acknowledgment of this Instrument, any security agreement or mortgage supplemental hereto and any instrument of further assurance, and all Federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery, filing and recording of this Instrument or any of the other Loan Documents, any security agreement or mortgage supplemental hereto or any instruments of further assurance.

Section 2.03 Liens. Except as otherwise provided in Section 7.02 of the Credit Agreement, but without limiting the obligations of the Mortgagor under Section 2.08 of this Instrument, the Mortgagor shall not create or suffer to be created any mortgage, deed of trust, lien, security interest, charge or encumbrance upon the Collateral prior to, on a parity with, or subordinate to the lien of this Instrument. The Mortgagor shall pay and promptly discharge at the Mortgagor's cost and expense, any such mortgages, deeds of trust, liens, security interests, charges or encumbrances upon the Collateral or any portion thereof or interest therein.

Section 2.04 Insurance. The Mortgagor shall purchase and maintain in full force and effect policies of insurance in such form and amounts, covering such risks, satisfying such requirements, and issued by such companies, in each case in the manner and to the extent required pursuant to the Credit Agreement and shall cause each of such policies to name the Mortgagee as loss payee (to the extent covering risk of loss or damage to tangible property) and as an additional named insured as its interests may appear (to the extent covering any other risk) in the manner and to the extent specified in the Credit Agreement. Each policy shall provide that



it will not be cancelled or reduced, or allowed to lapse without renewal, except after not less than 30 days notice to the Mortgagee. The Mortgagor expressly assumes all risk of loss, including a decrease in the use, enjoyment or value of the Collateral from any fire or other casualty whatsoever, whether or not insurable or insured against. The Mortgagor will advise the Mortgagee promptly of any policy cancellation, reduction or amendment.

Nothing in this Section 2.04 shall be deemed to limit in any respect the obligations of the Mortgagor under Section 6.05 of the Credit Agreement.

Section 2.05 Casualty Events. Any proceeds of insurance, condemnation award or other compensation in respect of any Casualty Event shall be paid or shall be applied in accordance with the provisions of the Credit Agreement. Subject to the Credit Agreement, if the following shall apply:

(a) any Event of Default or any Potential Default has occurred and, at the time of such damage or destruction or at the time of application of insurance proceeds, is continuing, or

(b) said loss proceeds (after any claim thereto by the holder of a lien on said property prior to this Instrument) are not, in the Mortgagee's reasonable judgment, sufficient for restoration of said property, or

(c) the damage or destruction will, in the Mortgagee's reasonable judgment, materially affect or require a change in the contemplated use or operation of the Improvements;

then, unless the Mortgagor cures such Event of Default or Potential Default or the Mortgagor provides to the Mortgagee reasonable security for completion of such restoration or the Mortgagee consents to the contemplated modification or change to the use and operation of the Improvements, whichever is applicable, the Mortgagee shall have the option, in its reasonable discretion, (i) to apply all or any portion of such proceeds to any of the Obligations in such order as the Mortgagee may determine, notwithstanding that such Obligations may not be due according to the terms hereof or thereof, or (ii) to apply all or any portion of such proceeds to the restoration of said property, subject to such reasonable conditions as the Mortgagee shall determine, or (iii) to deliver all or any portion of such proceeds to the Mortgagor, subject to such reasonable conditions as the Mortgagee shall determine. Nothing herein contained shall be deemed to excuse the Mortgagor from repairing or maintaining the Collateral as provided in Section 2.08 below or restoring as herein provided all damage or destruction to the Collateral, regardless of whether or not there are insurance proceeds available to the Mortgagor or whether any such proceeds are sufficient in amount. The application or release by the Mortgagee of any insurance proceeds shall not cure or waive any default or notice of default under this Instrument or invalidate any act done pursuant to such notice.

Section 2.06 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Instrument or other transfer of title or assignment of the Collateral in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of the Mortgagor in and to all policies of insurance required in Section 2.04 above shall inure to the



benefit of and pass to the successor in interest to the Mortgagor or the purchaser or grantee of the Collateral.

Section 2.07 Impositions.

(a) Payment of Impositions. Except to the extent otherwise permitted under the Credit Agreement, the Mortgagor shall pay or cause to be paid, before any fine, penalty, interest or cost attaches thereto, all taxes, assessments, water and sewer rates, utility charges and all other governmental or non-governmental charges or levies now or hereafter assessed or levied against any part of the Collateral (including, without limitation, non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Collateral) or upon the lien or estate of the Mortgagee therein (collectively, "Impositions"), as well as all claims for labor, materials or supplies that, if unpaid, might by law become a prior lien thereon, and within 10 days after request by the Mortgagee will exhibit receipts showing payment of any of the foregoing; provided, however, that if by law any such Imposition may be paid in installments (whether or not interest shall accrue on the unpaid balance thereof), the Mortgagor may pay the same in installments (together with accrued interest on the unpaid balance thereof) as the same respectively become due, before any fine, penalty or cost attaches thereto.

(b) Right to Contest Impositions. To the extent not inconsistent with the applicable provisions of the Credit Agreement, the Mortgagor at its expense may, after prior notice to the Mortgagee, contest by appropriate legal, administrative or other proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition or lien therefor or any claims of mechanics, materialmen, suppliers or vendors or lien thereof, and may withhold payment of the same pending such proceedings if permitted by law, so long as (i) in the case of any Impositions or lien therefor or any claims of mechanics, materialmen, suppliers or vendors or lien thereof, such proceedings shall suspend the collection thereof from the Collateral, (ii) neither the Collateral nor any part thereof or interest therein will be sold, forfeited or lost if the Mortgagor pays the amount or satisfies the condition being contested, and the Mortgagor would have the opportunity to do so, in the event of the Mortgagor's failure to prevail in the contest, (iii) the Mortgagee would not, by virtue of such permitted contest, be exposed to any risk of any civil liability for which the Mortgagor has not furnished additional security as provided in clause (iv) below, or to any risk of criminal liability, and neither the Collateral nor any interest therein would be subject to the imposition of any lien for which the Mortgagor has not furnished additional security as provided in clause (iv) below, as a result of the failure to comply with such law or of such proceeding and (iv) the Mortgagor shall have furnished to the Mortgagee additional security in respect of the claim being contested or the loss or damage that may result from the Mortgagor's failure to prevail in such contest in such amount as may be reasonably requested by the Mortgagee.

Section 2.08 Maintenance of the Improvements and Fixtures. The Mortgagor shall not permit the Improvements or Fixtures to be removed or demolished (provided, however, that, subject to the applicable provisions of the Credit Agreement, the Mortgagor may remove or alter such Improvements and Fixtures that become obsolete in the usual conduct of the Mortgagor's business and the removal or alteration of which do not materially detract from the operation of the Mortgagor's business); shall maintain the Collateral in good repair, working



order and condition, except for reasonable wear and tear; and shall restore and repair the Improvements and Fixtures or any part thereof now or hereafter affected by any Casualty Event.

Section 2.09 Limitations of Use. The Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses that may be made of the Property and the Improvements or any part thereof that would have a material adverse effect on the value of the Property or the Improvements. The Mortgagor shall comply with the provisions of all leases, licenses, agreements and private covenants, conditions and restrictions that at any time are applicable to the Collateral.

Section 2.10 Inspection of the Property. The Mortgagor shall keep adequate records and books of account in accordance with Section 6.06 of the Credit Agreement and shall permit the Mortgagee and its authorized representatives all inspection rights granted in Section 6.06 of the Credit Agreement.

Section 2.11 Estoppel Certificates. The Mortgagor, within fifteen (15) days upon request in person or within twenty (20) days upon request by mail, shall furnish the Mortgagee a written statement, duly acknowledged, of the amount of the Obligations then secured by this Instrument and whether any offsets or defenses exist against any such Obligations.

Section 2.12 Actions to Protect Collateral. If the Mortgagor shall fail to (a) perform and observe any of the terms, covenants or conditions required to be performed or observed by it under any of the Leases, (b) effect the insurance required by Section 2.04, (c) make the payments required by Section 2.07 or (d) perform or observe any of its other covenants or agreements hereunder, the Mortgagee may, without obligation to do so, and upon notice to the Mortgagor (except in an emergency) effect or pay the same. To the maximum extent permitted by law, all sums, including attorneys' fees and disbursements, so expended or expended to sustain the lien or estate of this Instrument or its priority, or to protect or enforce any of the rights hereunder, or to recover any of the Obligations, shall be a lien on the Collateral, shall be deemed to be added to the Obligations secured hereby, and shall be paid by the Mortgagor within ten (10) days after demand therefor, together with interest thereon at the default rate specified in the Credit Agreement.

Section 2.13 Leasehold Interests.

(a) Leasehold Interests Generally. The Mortgagor shall (i) promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by the Mortgagor under each Lease and do all things necessary to preserve and to keep unimpaired its rights thereunder, (ii) promptly notify the Mortgagee of any default by the Mortgagor under any Lease in the performance of any of the terms, covenants or conditions on the part of the Mortgagor to be performed or observed thereunder or of the giving of any notice by the lessor to the Mortgagor of any default under each Lease or of the lessor's intention to exercise any remedy reserved to the lessor thereunder and (iii) promptly cause a copy of each such notice given by the lessor under each Lease to the Mortgagor to be delivered to the Mortgagee.



(b) Right to Cure Defaults. If the Mortgagor shall fail promptly to perform or observe any of the terms, covenants or conditions required to be performed by it under any Lease, including, without limitation, payment of all rent and other charges due thereunder, the Mortgagee may, without obligation to do so, and upon notice to the Mortgagor (except in an emergency), take such action as is appropriate to cause such terms, covenants or conditions to be promptly performed or observed on behalf of the Mortgagor but no such action by the Mortgagee shall release the Mortgagor from any of its obligations under this Instrument. Upon receipt by the Mortgagee from the lessor under any Lease of any notice of default by the Mortgagor thereunder, the Mortgagee may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof be questioned or denied by the Mortgagor or by any party on behalf of the Mortgagor.

(c) No Modification Without Consent. Except as may be permitted under the Credit Agreement, the Mortgagor shall not surrender its leasehold estate and interests under the Leases, nor terminate or cancel any Lease, and the Mortgagor shall not modify, change, supplement, alter or amend any Lease orally or in writing, and the Mortgagor does hereby expressly release, relinquish and surrender unto the Mortgagee all its right, power and authority, if any, to modify, change, supplement, alter or amend any Lease in any way, and any attempt on the part of the Mortgagor to exercise any such right without the consent of the Mortgagee shall be null and void.

(d) Release or Forbearance. No release or forbearance of any of the Mortgagor's obligations under the Leases, pursuant to the terms thereof or otherwise, shall release the Mortgagor from any of its obligations under this Instrument.

(e) No Merger of Interests. Neither the fee title to the property demised by the Leases nor the leasehold estate created by the Leases shall merge, but shall always remain separate and distinct, notwithstanding the union of the aforesaid estates either in the lessor or the Mortgagor under the Leases or in a third party by purchase or otherwise, unless the Mortgagee shall, at its option, execute and record a document evidencing its intent to merge such estates. If the Mortgagor acquires the fee title or any other estate, title or interest in the property covered by a Lease, this Instrument shall attach to, be a lien upon and spread to the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, mortgage or conveyance, become and be subject to the lien of this Instrument. The Mortgagor shall notify the Mortgagee of any such acquisition by the Mortgagor and, on written request by the Mortgagee, shall cause to be executed and recorded all such other and further assurances or other instruments in writing as may in the reasonable opinion of the Mortgagee be required to carry out the intent and meaning hereof.

(f) Obligations of Lessor. The Mortgagor shall enforce the obligations of the lessor under each Lease to the end that the Mortgagor may enjoy all of the rights granted to it under each Lease and shall promptly notify the Mortgagee of any default by the lessor under any Lease, in the performance or observance of any of the terms, covenants and conditions on the part of the lessor to be performed or observed under each Lease and the Mortgagor shall promptly advise the Mortgagee of the occurrence of any event of default under any Lease to the extent such event of default shall have a material adverse impact on the Mortgagee.



(g) No-Default Certificates. The Mortgagor shall use its best efforts to obtain from the lessor under each Lease and deliver to the Mortgagee, within twenty (20) days after demand from the Mortgagee, a statement in writing certifying that each Lease is unmodified and in full force and effect and the dates to which the rent and other charges, if any, have been paid in advance, and stating whether or not, to the best knowledge of the signer of such certificate, the Mortgagor is in default in the performance of any covenant, agreement or condition contained in each Lease, and, if so, specifying each such default of which the signer may have knowledge.

(h) Renewals and Extensions. Unless the exercise of any option, now existing or hereafter created, to renew or extend the term of any Lease would, in the Mortgagor's reasonable business judgment, be inadvisable, the Mortgagor shall, at least sixty (60) days prior to the last day upon which the Mortgagor may validly exercise such option, (i) exercise such option in such manner as will cause the term of such Lease to be effectively renewed or extended for the period provided by such option and (ii) give immediate notice thereof to the Mortgagee, it being understood that in the event of the failure of the Mortgagor to do so, the Mortgagee shall have, and is hereby granted, the irrevocable right to exercise any such option, either in its own name and behalf, or in the name and behalf of the Mortgagor, as the Mortgagee shall in its sole discretion determine.

(i) Notifications of Changes in Rent. The Mortgagor shall promptly notify the Mortgagee of any change in the rent or other charges payable under any Lease, except for changes made pursuant to the provisions of such Lease.

(j) Notifications Concerning Proceeds. In the event that any proceeds of insurance on any part of the Collateral, or any proceeds of insurance from a Condemnation, shall be deposited with any person pursuant to the requirements of any Lease, the Mortgagor shall promptly notify the Mortgagee of the name and address of the person with whom such proceeds have been deposited and of the amount so deposited.

Section 2.14 Notice Regarding Special Flood Hazards. The Mortgagor hereby acknowledges that it realizes that certain of its properties are in a zone identified by the Director of the Federal Emergency Management Agency as a special flood hazard zone described in 12 C.F.R. § 22.2 and that it has received, prior to the making of the Loans and the incurrence of any other indebtedness constituting part of the Obligations secured by this Instrument, the notice regarding Federal disaster relief assistance referred to in the Appendix to 12 C.F.R. Part 22.

Section 2.15 Confirmation of Representations and Warranties. The Mortgagor hereby confirms the representations and warranties set forth in the Credit Agreement insofar as such representations and warranties apply to the Collateral.

### **ARTICLE 3**

#### **ASSIGNMENT OF RENTS, ISSUES AND PROFITS**

Section 3.01 Assignment of Rents, Issues and Profits. The Mortgagor hereby assigns and transfers to the Mortgagee, FOR THE PURPOSE OF SECURING the Obligations, all Rents, and hereby gives to and confers upon the Mortgagee the right, power and authority to collect the same. The Mortgagor irrevocably appoints the Mortgagee its true and lawful



attorney-in-fact, at its option at any time and from time to time following the occurrence and during the continuance of an Event of Default, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of the Mortgagor or otherwise, for Rents and apply the same to the Obligations as provided in Section 5.03(a); provided, however, that the Mortgagor shall have the right to collect Rents at any time prior to the occurrence of an Event of Default (but not more than one month in advance, except in the case of security deposits).

Section 3.02 Collection Upon Default.

(a) Upon the occurrence of an Event of Default hereunder, the Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Collateral, or any part thereof, and, with or without taking possession of the Collateral or any part thereof, in its own name sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, without limitation, attorneys' fees and costs, to the payment of the Obligations in such order as provided in Section 5.03(a), notwithstanding that such Obligations may not be due according to the terms thereof. The collection of the Rents, or the entering upon and taking possession of the Collateral, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. The Mortgagee is hereby absolved from all liability for failure to enforce collection of any Rents, and from all other responsibility in connection therewith (unless due to the gross negligence or willful misconduct of the Mortgagee), except the responsibility to account to the Mortgagor for Rents actually received.

(b) The Mortgagor hereby authorizes and directs that all other parties now or hereafter owing or paying Rents, in, to or relating to the Property or to any of the other interests included in the Collateral, or any part thereof, or now or hereafter having in their possession or control any Rents from or allocated to the Collateral, or any part thereof, or the proceeds therefrom, shall, upon the occurrence of an Event of Default hereunder and upon the request of the Mortgagee and until the Mortgagee directs otherwise, pay and deliver such Rents directly to the Mortgagee at the Mortgagee's address set forth in the introduction to this Instrument, or in such other manner as the Mortgagee may direct such parties in writing, and this authorization shall continue until this Instrument is released. The Mortgagor agrees that all instruments that the Mortgagee may from time to time execute and deliver for the purpose of collecting and receipting of Rents shall be binding upon the Mortgagor and its successors and assigns. No payor making payments to the Mortgagee at its request under the assignment contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering Rents to the Mortgagee under such assignment shall be released thereby from any and all liability to the Mortgagor to the full extent and amount of all Rents so delivered. The Mortgagor agrees to indemnify and hold harmless any and all parties making payments to the Mortgagee, at the Mortgagee's request under the assignment contained herein, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees resulting from the delivery of such payments to the Mortgagee. The indemnity agreement contained in the previous sentence is made for the direct benefit of and shall be enforceable by all such persons. Should the Mortgagee bring suit against any third party for collection of any amounts or sum included



within this assignment (and the Mortgagee shall have the right to bring any such suit), it may sue either in its own name or in the name of the Mortgagor, or both.

(c) Unless Mortgagee takes actual possession of the property, nothing in this Instrument shall be deemed or construed to create a delegation to or assumption by the Mortgagee of the duties and obligations of the Mortgagor under any agreement or contract relating to the Collateral or any portion thereof, and all of the parties to any such contract shall continue to look to the Mortgagor for performance of all covenants and other obligations and the satisfaction of all representations and warranties of the Mortgagor thereunder, notwithstanding the assignment of Rents herein made or the exercise by the Mortgagee prior to foreclosure, of any of its rights hereunder or under applicable law.

(d) The assignment of Rents herein made shall not be construed to limit in any way the Mortgagee's other rights hereunder, including, without limitation, its right to accelerate the indebtedness evidenced by the Obligations upon an Event of Default. Monies received under the assignments herein made shall not be deemed to have been applied in payment of Obligations unless and until such monies actually are applied thereto by the Mortgagee.

#### **ARTICLE 4**

#### **SECURITY AGREEMENT AND FIXTURE FILING**

Section 4.01 Creation of Security Interest. The Mortgagor hereby grants to the Mortgagee a security interest in the Fixtures for the purpose of securing the Obligations. The Mortgagee shall have, in addition to all rights and remedies provided herein and in the other Loan Documents, all the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the applicable portion of the Fixtures is located.

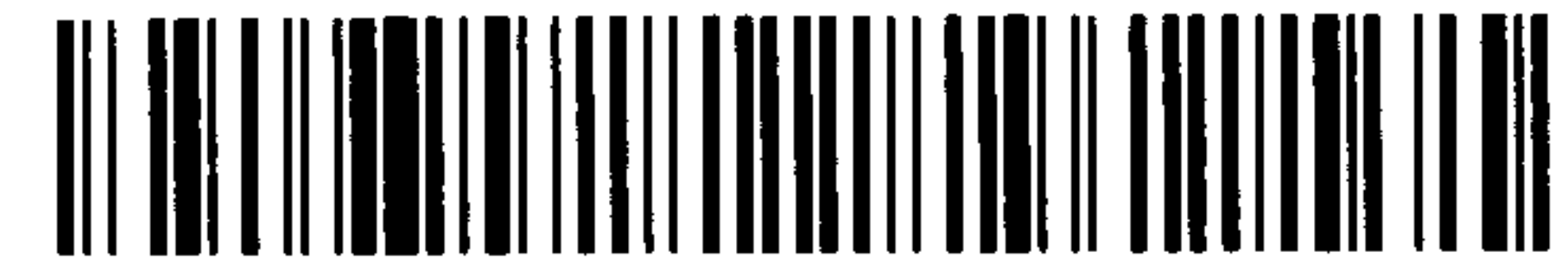
Section 4.02 Warranties, Representations and Covenants. The Mortgagor hereby warrants, represents and covenants that: (a) the Fixtures will be kept on or at the Property and the Mortgagor will not remove any Fixtures from the Property, except such portions or items of the Fixtures that are consumed or worn out in ordinary usage, all of which shall be promptly replaced by the Mortgagor consistent with the terms of the Credit Agreement, except as otherwise expressly provided in Section 2.09, (b) all covenants and obligations of the Mortgagor contained herein relating to the Collateral shall be deemed to apply to the Fixtures whether or not expressly referred to herein and (c) this Instrument constitutes a security agreement and "fixture filing" as those terms are used in the applicable Uniform Commercial Code. Information relative to the security interest created hereby may be obtained by application to the Mortgagee (secured party) c/o BNP Paribas, using the mailing address set forth on Page 1 hereof. The mailing address of the Mortgagor is set forth on Page 1 hereof.

#### **ARTICLE 5**

#### **DEFAULTS; REMEDIES**

Section 5.01 Defaults. The occurrence of an Event of Default under the Credit Agreement shall constitute an "Event of Default" hereunder.





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Section 5.02 Default Remedies.

(a) Remedies Generally. If an Event of Default shall have occurred and be continuing, this Instrument may, to the maximum extent permitted by law, be enforced, and the Mortgagee may exercise any right, power or remedy permitted to it hereunder, under the Credit Agreement or under any of the other Loan Documents or by law, and, without limiting the generality of the foregoing, the Mortgagee may, personally or by its agents, to the maximum extent permitted by law:

(i) enter into and take possession of the Collateral or any part thereof, exclude the Mortgagor and all persons claiming under the Mortgagor whose claims are junior to this Instrument, wholly or partly therefrom, and use, operate, manage and control the same either in the name of the Mortgagor or otherwise as the Mortgagee shall deem best, and upon such entry, from time to time at the expense of the Mortgagor and the Collateral, make all such repairs, replacements, alterations, additions or improvements to the Collateral or any part thereof as the Mortgagee may deem proper and, whether or not the Mortgagee has so entered and taken possession of the Collateral or any part thereof, collect and receive all Rents and apply the same to the payment of all expenses that the Mortgagee may be authorized to make under this Instrument, the remainder to be applied to the payment of the Obligations until the same shall have been repaid in full; if the Mortgagee demands or attempts to take possession of the Collateral or any portion thereof in the exercise of any rights hereunder, the Mortgagor shall promptly turn over and deliver complete possession thereof to the Mortgagee; and

(ii) Immediately (i) commence foreclosure proceedings against the Property through judicial proceedings or (ii) commence foreclosure by advertisement proceedings against the real estate collateral, in such case made and provided and to sell the Property or to cause the same to be sold at public sale in accordance with applicable statute, in either proceeding as a single parcel or in several parcels at the option of Mortgagee;

(iii) Exercise any or all of the remedies available to a secured party under the applicable Uniform Commercial Code, including, without limitation:

(a) either personally or by means of a court appointed receiver, take possession of all or any of the Fixtures and exclude therefrom the Mortgagor and all persons claiming under the Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of the Mortgagor in respect of the Fixtures or any part thereof; if the Mortgagee demands or attempts to take possession of the Fixtures in the exercise of any rights hereunder, the Mortgagor shall promptly turn over and deliver complete possession thereof to the Mortgagee;

(b) without notice to or demand upon the Mortgagor, make such payments and do such acts as the Mortgagee may deem necessary to protect its security interest in the Fixtures, including, without limitation, paying, purchasing, contesting or compromising any encumbrance that is prior to or superior to the security interest granted



hereunder, and in exercising any such powers or authority paying all expenses incurred in connection therewith;

(c) require the Mortgagor to assemble the Fixtures or any portion thereof, at a place designated by the Mortgagee and reasonably convenient to both parties, and promptly to deliver the Fixtures to the Mortgagee, or an agent or representative designated by it; the Mortgagee, and its agents and representatives, shall have the right to enter upon the premises and property of the Mortgagor to exercise the Mortgagee's rights hereunder; and

(d) sell, lease or otherwise dispose of the Fixtures, with or without having the Fixtures at the place of sale, and upon such terms and in such manner as the Mortgagee may determine (and the Mortgagee may be a purchaser at any such sale).

(b) Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Instrument, the court in which such complaint is filed shall, upon application of Mortgagee, appoint a receiver of the Property. In addition, to the extent provided by law, Mortgagee also shall be entitled to the appointment of a receiver upon or at any time of foreclosing this Instrument pursuant to the Power of Sale contained Section 5.02(a)(ii) herein. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Property or whether the same shall be then occupied as a homestead or not, and Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues, income, proceeds and profits of the Property during the pendency of such foreclosure suit, during the pendency of a foreclosure by advertisement, and during the full statutory period of redemption, if any, whether there be redemption or not, as well as during: any further times when Mortgagor, except for the intervention of such receiver, might be entitled to collect such rents, issues, income, Proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of said period. The court from time to time shall authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Instrument, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

(c) Rents. If an Event of Default shall have occurred and be continuing, the Mortgagor shall, to the maximum extent permitted by law, pay monthly in advance to the Mortgagee, or to any receiver appointed at the request of the Mortgagee to collect Rents, the fair and reasonable rental value for the use and occupancy of the Property, the Improvements and the Fixtures or of such part thereof as may be in the possession of the Mortgagor. Upon default in the payment thereof, the Mortgagor shall vacate and surrender possession of the Property, the Improvements and the Fixtures to the Mortgagee or such receiver, and upon a failure so to do may be evicted by summary proceedings.

(d) Sale. In any sale under any provision of this Instrument or pursuant to any judgment or decree of court, the Collateral, to the maximum extent permitted by law, may be



sold in one or more parcels or as an entirety and in such order as the Mortgagee may elect, without regard to the right of the Mortgagor or any person claiming under the Mortgagor to the marshaling of assets. The purchaser at any such sale shall take title to the Collateral or the part thereof so sold free and discharged of the estate of the Mortgagor therein. Any person, including Mortgagee, may purchase at any such sale. Upon the completion of any such sale by virtue of this Section 5.02, the Mortgagee shall execute and deliver to the purchaser an appropriate instrument that shall effectively transfer all of the Mortgagor's estate, right, title, interest, property, claim and demand in and to the Collateral or portion thereof so sold, but without any covenant or warranty, express or implied. The Mortgagee is hereby irrevocably appointed the attorney-in-fact of the Mortgagor in its name and stead to make all appropriate transfers and deliveries of the Collateral or any portions thereof so sold and, for that purpose, the Mortgagee may execute all appropriate instruments of transfer, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that said attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Mortgagor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to the Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Mortgagee, for such purpose, and as may be designated in such request. Any sale or sales made under or by virtue of this Instrument, to the extent not prohibited by law, shall operate to divest all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in, to and under the Collateral, or any portions thereof so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, by, through or under the Mortgagor. The powers and agency herein granted are coupled with an interest and are irrevocable.

(e) Possession of Loan Documents Not Necessary. All rights of action under the Loan Documents and this Instrument may be enforced by the Mortgagee without the possession of the Loan Documents and without the production thereof at any trial or other proceeding relative thereto.

Section 5.03 Application of Proceeds.

(a) Application of Proceeds Generally. The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Instrument, or of any monies held by the Mortgagee hereunder shall, to the maximum extent permitted by law, be applied:

(i) first to the payment of all costs and expenses of such sale, including the Mortgagee's attorneys' fees and disbursements;

(ii) then to the payment of all charges, expenses and advances incurred or made by the Mortgagee in order to protect the lien and estate of this Instrument or the security afforded hereby;

(iii) then to the payment in full of the Obligations in accordance with the Credit Agreement;



and after payment in full of all Obligations any surplus remaining shall be paid to the Mortgagor or to whomsoever may be lawfully entitled to receive the same.

(b) Liability for Deficiencies. No sale or other disposition of all or any part of the Collateral pursuant to Section 5.02 shall be deemed to relieve the Mortgagor of its obligations under the Credit Agreement, the other Loan Documents or the Hedging Agreements except to the extent the proceeds thereof are applied to the payment of such obligations. If the proceeds of sale, collection or other realization of or upon the Collateral are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, the Mortgagor shall remain liable for any deficiency.

Section 5.04 Right to Sue. The Mortgagee shall have the right from time to time to sue for any sums required to be paid by the Mortgagor under the terms of this Instrument as the same become due, without regard to whether or not the Obligations shall be, or have become, due and without prejudice to the right of the Mortgagee thereafter to bring any action or proceeding of foreclosure or any other action upon the occurrence of any Event of Default existing at the time such earlier action was commenced.

Section 5.05 Powers of the Mortgagee. The Mortgagee may at any time or from time to time renew or extend this Instrument or (with the agreement of the Mortgagor) alter or modify the same in any way, or waive any of the terms, covenants or conditions hereof or thereof, in whole or in part, and may release any portion of the Collateral or any other security, and grant such extensions and indulgences in relation to the Obligations, or release any person liable therefor as the Mortgagee may determine without the consent of any junior lienor or encumbrancer, without any obligation to give notice of any kind thereto, without in any manner affecting the priority of the lien and estate of this Instrument on or in any part of the Collateral, and without affecting the liability of any other person liable for any of the Obligations.

Section 5.06 Remedies Cumulative.

(a) Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Instrument, or under applicable law, whether now or hereafter existing; the failure of the Mortgagee to insist at any time upon the strict observance or performance of any of the provisions of this Instrument or to exercise any right or remedy provided for herein or under applicable law, shall not impair any such right or remedy nor be construed as a waiver or relinquishment thereof.

(b) Other Security. The Mortgagee shall be entitled to enforce payment and performance of any of the obligations of the Mortgagor and to exercise all rights and powers under this Instrument or under any Loan Document or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise; neither the acceptance of this Instrument nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect the Mortgagee's right to realize upon or enforce any other security now or hereafter held by the Mortgagee, it being



stipulated that the Mortgagee shall be entitled to enforce this Instrument and any other security now or hereafter held by the Mortgagee in such order and manner as the Mortgagee, in its sole discretion, may determine; every power or remedy given by the Credit Agreement, this Instrument, any of the other Loan Documents or the Hedging Agreements to the Mortgagee, or to which the Mortgagee is otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Mortgagee, and the Mortgagee may pursue inconsistent remedies.

Section 5.07 Waiver of Stay, Extension, Moratorium Laws; Equity of Redemption. To the maximum extent permitted by law, the Mortgagor shall not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, that may affect observance or performance of the provisions of this Instrument; nor claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of the Collateral or any portion thereof prior to any sale or sales thereof that may be made under or by virtue of Section 5.02; and the Mortgagor, to the extent that it lawfully may, hereby waives all benefit or advantage of any such law or laws. The Mortgagor for itself and all who may claim under it, hereby waives, to the maximum extent permitted by applicable law, any and all rights and equities of redemption from sale under the power of sale created hereunder or from sale under any order or decree of foreclosure of this Instrument and (if an Event of Default shall have occurred) all notice or notices of seizure, and all right to have the Collateral marshaled upon any foreclosure hereof. The Mortgagee shall not be obligated to pursue or exhaust its rights or remedies as against any other part of the Collateral and the Mortgagor hereby waives any right or claim of right to have the Mortgagee proceed in any particular order.

Section 5.08 ACKNOWLEDGEMENT AND WAIVER. BY EXECUTION OF THIS INSTRUMENT AND AS SPECIFICALLY ALLOWED UNDER APPLICABLE LAW, THE MORTGAGOR EXPRESSLY: (a) ACKNOWLEDGES (i) THE RIGHT TO ACCELERATE THE OBLIGATIONS HEREUNDER, (ii) THE POWER OF SALE AND (iii) THE POWER OF ATTORNEY GIVEN HEREIN TO THE MORTGAGEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY THE MORTGAGOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS INSTRUMENT; (b) WAIVES ANY AND ALL RIGHTS WHICH THE MORTGAGOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES (INCLUDING THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF, THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW) (i) TO NOTICE AND JUDICIAL HEARING PRIOR TO THE EXERCISE BY THE MORTGAGEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO THE MORTGAGEE, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THIS INSTRUMENT; AND (ii) CONCERNING THE APPLICATION, RIGHTS OR BENEFITS OF ANY STATUTE OF LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALLING, FORBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION OR REDEMPTION LAWS; (c) ACKNOWLEDGES THAT THE MORTGAGOR HAS READ THIS INSTRUMENT AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THIS INSTRUMENT AND ITS PROVISIONS



HAVE BEEN EXPLAINED FULLY TO THE MORTGAGOR AND THE MORTGAGOR HAS CONSULTED WITH COUNSEL OF THE MORTGAGOR'S CHOICE PRIOR TO EXECUTING THIS INSTRUMENT; AND (d) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF THE MORTGAGOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY THE MORTGAGOR AS PART OF A BARGAINED FOR LOAN TRANSACTION AND THAT THIS INSTRUMENT IS VALID AND ENFORCEABLE BY THE MORTGAGEE AGAINST THE MORTGAGOR IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

INITIALED BY THE MORTGAGOR:

KJW

## ARTICLE 6 STATE SPECIFIC PROVISIONS

Section 6.01 Certain Matters Relating to Collateral located in the State of Alabama. Notwithstanding anything else to the contrary contained herein, with respect to the state of Alabama, in the event of a conflict between the provisions of this Article 6 and any other provision of this Mortgage, the provisions of this Article 6 shall control and supercede such other provisions.

(a) Power of Sale. If an Event of Default shall occur, this Instrument shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and the Mortgagee shall be authorized, at their option, whether or not possession of the Collateral is taken, to sell the Collateral (or such part or parts thereof as the Mortgagee may from time to time elect to sell) under the power of sale which is hereby given to the Mortgagee, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the land to be sold, or a substantial and material part thereof, is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Collateral to be sold, by publication in some newspaper published in the county or counties in which the land to be sold is located. If there is land to be sold in more than one county, publication shall be made in all counties where the land to be sold is located, but if no newspaper is published in any such county, the notice shall be published in a newspaper published in an adjoining county for three successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. The Mortgagee may bid at any sale held under this Instrument and may purchase the Collateral, or any part thereof, if the highest bidder therefor. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. At any sale all or any part of the Collateral, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, and the proceeds of any such sale en masse shall be accounted for in one account without distinction between the items included therein and without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case the Mortgagee, in the exercise of the power of sale herein given, elect to sell the Collateral in parts



or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Collateral not previously sold shall have been sold or all the Obligations shall have been paid in full and this Instrument shall have been terminated as provided herein.

(b) Foreclosure Deeds. To the extent permitted by applicable law, Mortgagor hereby authorizes and empowers the Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Collateral sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

(c) Multiple Sales. If an Event of Default shall occur, the Mortgagee shall have the option to proceed with foreclosure, either through the courts or by power of sale as provided for in this Instrument, but without declaring the whole Obligations due. Any such sale may be made subject to the unmatured part of the Obligations, and such sale, if so made, shall not affect the unmatured part of the Obligations, but as to such unmatured part of the Obligations this Instrument shall remain in full force and effect as though no sale had been made. Several sales may be made hereunder without exhausting the right of sale for any remaining part of the Obligations, whether then matured or unmatured, the purpose hereof being to provide for a foreclosure and sale of the Collateral for any matured part of the Obligations without exhausting the power of foreclosure and the power to sell the Collateral for any other part of the Obligations, whether matured at the time or subsequently maturing.

(d) Prerequisites of Sales. In case of any sale of the Collateral as authorized by this Instrument, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as rebuttably presumptive evidence that the facts so stated or recited are true.

(e) Fixture Filing. This Agreement shall be effective as a financing statement filed as a fixture filing for purposes of Article 9 of the Uniform Commercial Code. The fixture filing covers all goods that are or are to become affixed to the Property. The goods are described by item or type in Section 1.01. The Mortgagor is the debtor, and the Mortgagee are the secured party. The names of the debtor (Mortgagor) and the secured party (Mortgagee) are given in the first paragraph of this Instrument. This Instrument is signed by the debtor (Mortgagor) as a fixture filing. The mailing address of the Mortgagee set out in the first paragraph of this Instrument is an address of the secured party from which information concerning the security interest may be obtained. The mailing address of the Mortgagor set out in the first paragraph of this Instrument is a mailing address for the debtor. A statement indicating the types, or describing the items, of collateral is set forth in this Section 6.01 and in Section 1.01. The real estate to which the goods are or are to be affixed is described in Exhibit A. The Mortgagor is a record owner of the real estate.



## ARTICLE 7 SPECIAL COVENANTS PERTAINING TO LEASEHOLD SECURITY

Section 7.01 Lease. As of the date hereof, to the extent that any interest of Mortgagor in and to the Collateral encumbered by this Instrument is a leasehold interest or any derivative thereof, as set forth in the ground lease specified in Schedule 7.01 attached hereto (the "Ground Lease"), the provisions of this Section 7 shall apply.

Section 7.02 Grant of After-Acquired Interest. Mortgagor hereby irrevocably grants, conveys, transfers and assigns to Mortgagee, in trust with power of sale and right of entry and possession, for purposes of securing all obligations secured by this Instrument, all right, title, and interest in and to the Collateral that may hereafter be acquired by Mortgagor. Without limitation of the foregoing, if Mortgagor should acquire the fee estate in the Collateral, or should acquire any greater interest or estate in the Collateral than Mortgagor presently holds, then this Instrument shall encumber any and all of such interests and estates, whether or not the same shall be merged.

Section 7.03 Non-Merger. It is expressly the intention of Mortgagor that no merger of estates shall occur by reason of any acquisition by Mortgagor of any other or greater interest or estate in the Collateral.

Section 7.04 No Modification. Mortgagor shall not cause, join in, or suffer to occur any modification, amendment, surrender, or termination of the Ground Lease, without the prior written consent of Mortgagee, which consent may be withheld by Mortgagee for any reason or for no reason, in the sole and absolute discretion of Mortgagee.

Section 7.05 Performance of Ground Lease. Mortgagor shall fully perform as and when due each and all obligations to be performed by the lessee or its successors under the Ground Lease. Mortgagor shall keep the Ground Lease in full force and effect.

Section 7.06 Event of Default. The occurrence of any breach or default under the Ground Lease shall constitute an Event of Default under this Instrument and under the other Loan Documents.

Section 7.07 Election upon Bankruptcy of Lessor Under the Leases. Mortgagor hereby irrevocably assigns to Mortgagee the right to exercise any elections provided for, under, or pursuant to Subsection 365(h) of Title 11 of the United States Code, and any successor statute and any provision of law of the same or substantially the same effect, and Mortgagor agrees to be bound by any such election exercised by Mortgagee. This assignment is irrevocable and complete, and Mortgagor shall have no right or power to exercise such election.

## ARTICLE 8 MISCELLANEOUS

Section 8.01 Release by Mortgagee. Upon the payment in full of the Obligations, the Mortgagee shall release the lien of this Instrument, or upon the request of the Mortgagor, and at the Mortgagor's expense, assign this Instrument without recourse to the



Mortgagor's designee, or to the person or persons legally entitled thereto, by an instrument duly acknowledged in form for recording and this Instrument shall be void.

Section 8.02 Notices. All notices, demands, consents, requests or other communications (collectively, "notices") that are permitted or required to be given by any party to the other hereunder shall be in writing and given in the manner specified in the Credit Agreement.

Section 8.03 Amendments; Waivers; Etc. This Instrument cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by the Mortgagor and the Mortgagee.

Section 8.04 Successors and Assigns. This Instrument applies to, inures to the benefit of and binds the Mortgagor and the Mortgagee and their respective successors and assigns and shall run with the Property.

Section 8.05 Captions. The captions or headings at the beginning of Articles, Sections and paragraphs hereof are for convenience of reference and are not a part of this Instrument.

Section 8.06 Severability. If any term or provision of this Instrument or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Instrument, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Instrument shall be valid and enforceable to the maximum extent permitted by law. If any portion of the Obligations shall for any reason not be secured by a valid and enforceable lien upon any part of the Collateral, then any payments made in respect of the Obligations (whether voluntary or under foreclosure or other enforcement action or procedure or otherwise) shall, for purposes of this Instrument (except to the extent otherwise required by applicable law) be deemed to be made (i) first, in respect of the portion of the Obligations not secured by the lien of this Instrument, (ii) second, in respect of the portion of the Obligations secured by the lien of this Instrument, but which lien is on less than all of the Collateral, and (iii) last, to the portion of the Obligations secured by the lien of this Instrument, and which lien is on all of the Collateral.

Section 8.07 Choice of Law; Submission to Jurisdiction. THE PROVISIONS OF THIS MORTGAGE REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED. ALL OTHER PROVISIONS OF THIS MORTGAGE AND THE RIGHTS AND OBLIGATIONS OF MORTGAGOR AND MORTGAGEE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

Section 8.08 Counterparts. This Instrument may be executed in several original counterparts. To facilitate filing and recording, there may be omitted from certain parts of



Exhibit A hereto containing specific descriptions of certain Collateral which relate to land under the jurisdiction of offices or located in cities, towns, counties or parishes other than the office or city, town, county or parish in which the particular counterpart is to be filed or recorded. As to the counterparts to be filed in certain states, the signatures and acknowledgments by the Mortgagee may be omitted if not required by applicable law. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument; provided, however, the Mortgagee shall also have the option to exercise all rights and remedies available to the Mortgagee hereunder and under applicable law as though each counterpart hereof were a separate mortgage, deed of trust, chattel mortgage or other security instrument covering only the portions of the Collateral located in the city, town, county or parish wherein such counterpart is recorded.

Section 8.09 Recording References. Unless otherwise specified in Exhibit A hereto, all recording references in Exhibit A are to the official real property records of the city, town, county or parish, as appropriate, in which the affected land is located. The references in Exhibit A to liens, encumbrances and other burdens shall not be deemed to recognize or create any rights in third parties.

Section 8.10 Attorneys' Fees; Expenses. If the Obligations are not paid when due or if any Event of Default occurs, the Mortgagor promises to pay all costs of enforcement and collection, including, but not limited to, reasonable attorneys' fees and costs, whether or not such enforcement and collection includes the filing of a lawsuit and all appeals and review proceedings. Additionally, if the Mortgagor fails to comply with the provisions of the Loan Documents or this Instrument, such that the value of any Collateral or the validity, perfection, rank or value of any lien security interest is thereby diminished or potentially diminished or put at risk, the Mortgagee may, but shall not be required to, effect such compliance on behalf of the Mortgagor, and the Mortgagor shall reimburse the Mortgagee for the costs thereof on demand. All insurance expenses and all expenses of protecting, storing, warehousing, appraising, insuring, handling, maintaining, and shipping the Collateral, any and all excise, property, sales, and use taxes imposed by any state, federal, or local authority on any of such Collateral, or in respect of periodic appraisals and inspections of such Collateral to the extent the same may be requested by the Mortgagee from time to time, or in respect of the sale or other disposition thereof shall be borne and paid by the Mortgagor; and if the Mortgagor fails promptly to pay any portion thereof when due, the Mortgagee may, at its option, but shall not be required to, pay the same and charge the Mortgagor's account therefor, and the Mortgagor agrees to reimburse the Mortgagee therefor on demand. All sums so paid or incurred by the Mortgagee for any of the foregoing and any and all other sums for which the Mortgagor may become liable hereunder and all costs and expenses (including attorneys' fees, legal expenses and court costs) reasonably incurred by the Mortgagee in enforcing or protecting the security interests or any of their rights or remedies under this Instrument, shall, together with interest thereon until paid at the default rate specified in the Credit Agreement, be additional Obligations of the Mortgagor hereunder.

Section 8.11 No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Collateral shall at any time become vested in one owner, this Instrument and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless the Mortgagee so elects as evidenced by recording a written declaration so stating and, unless and until the Mortgagee so



elects, the Mortgagee shall continue to have and enjoy all of the rights and privileges of the Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Instrument on the Collateral pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Collateral shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless the Mortgagee or any purchaser at such foreclosure shall so elect. No act by or on behalf of the Mortgagee or any such purchaser shall constitute a termination of any lease or sublease unless the Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

Section 8.12 Purpose of the Loan; Use of the Property. The Loans are obtained for business or commercial purposes, and the proceeds thereof will not be used primarily for personal, family, leasehold, household or agricultural purposes.





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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgements hereto, effective as of the date first above written, caused this Instrument to be duly EXECUTED, SEALED AND DELIVERED in the presence of the undersigned Notary Public in and for the City of Pittsburgh, County of Allegheny, State of Pennsylvania, and in the presence of the undersigned competent witnesses, after due reading of the whole.

ATTEST:

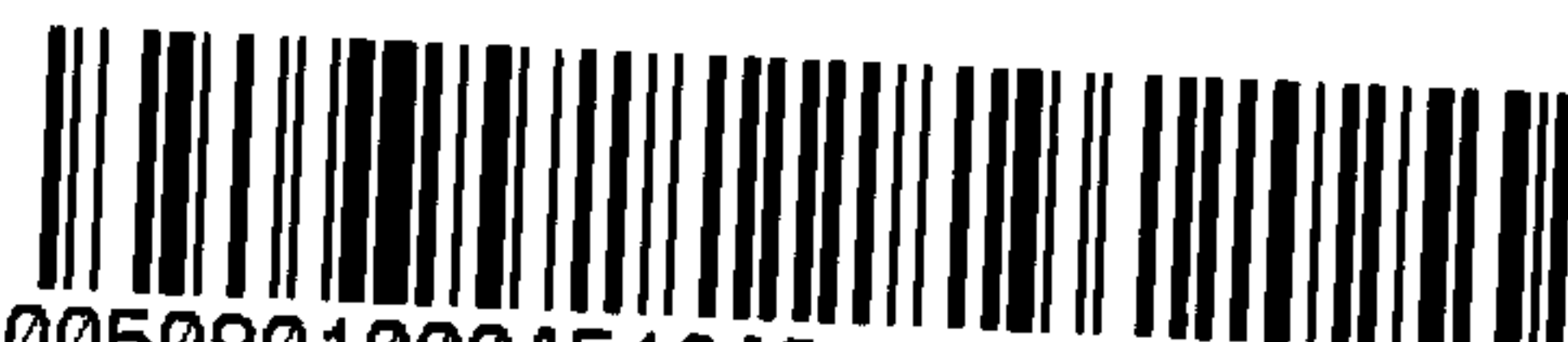
CARMEUSE LIME & STONE, INC.,  
A DELAWARE CORPORATION, F/K/A DRAVO LIME  
COMPANY, INC.

By Thomas A. Buck  
Name: Thomas A. Buck  
Title: Executive Vice President

By Kevin J. Whyte  
Name: Kevin J. Whyte  
Title: V.P. + General Counsel

Address for Notices:  
ATTN: Kevin Whyte  
11 Stanwix Street  
11<sup>th</sup> Floor  
Pittsburgh, PA 15222  
Phone: 412-995-5520  
Facsimile: 412-995-2031



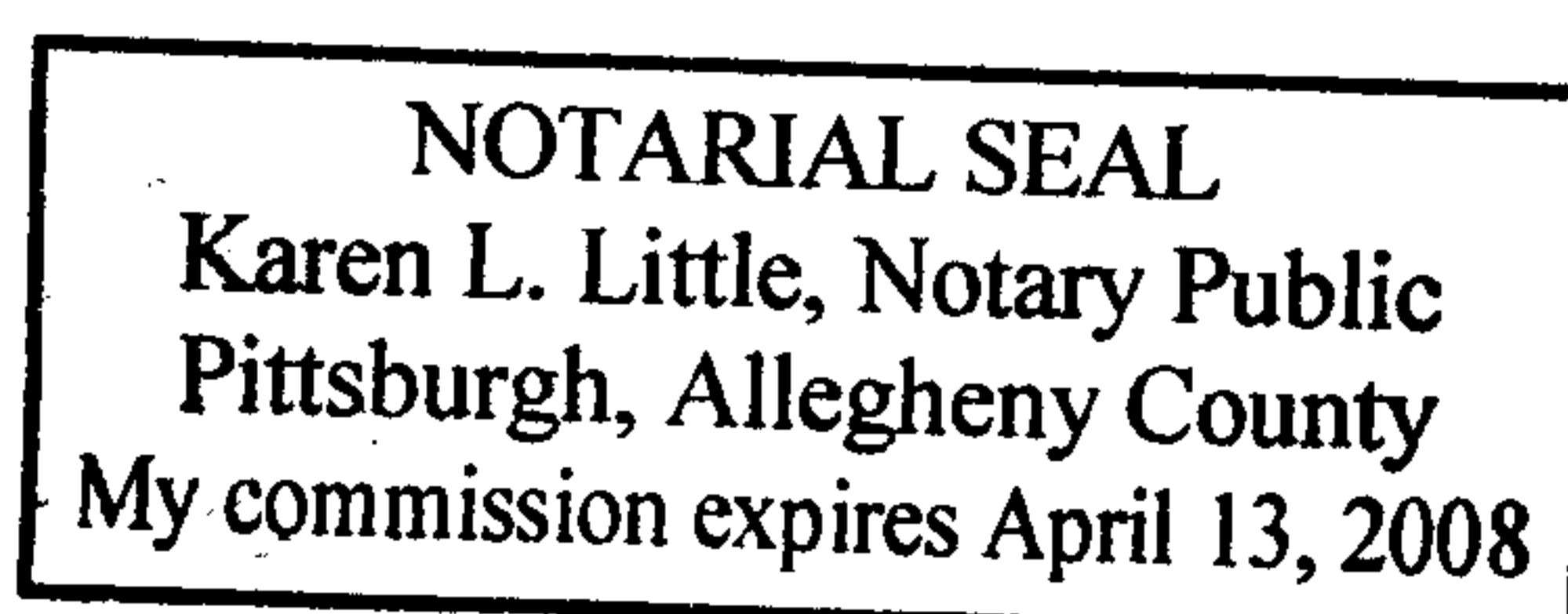


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STATE OF Pennsylvania )  
COUNTY OF Allegheny )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Kevin J. Whyte, whose name as V.P. + General Counsel of Carmeuse Lime & Stone, Inc., a Delaware corporation, formerly known as Dravo Lime Company, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 11<sup>th</sup> day of May, 2005.



Karen L. Little  
Notary Public

AFFIX SEAL

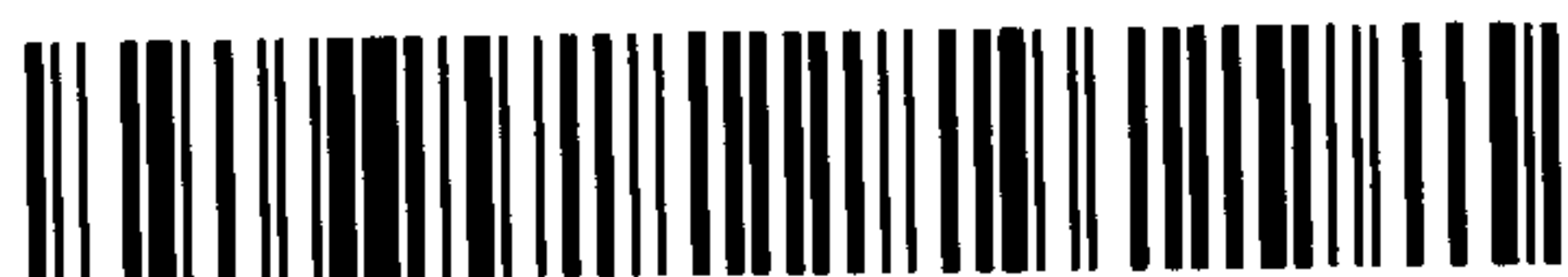
My commission expires: April 13, 2008

Alabama



EXHIBIT A

PROPERTY

  
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PARCEL I:

The South half of the Northeast quarter of Southwest quarter; the Southwest quarter of the Southwest quarter and the North half of the Southeast quarter of Southwest quarter of Section 7, Township 21 South, Range 2 West, situated in Shelby County, Alabama.

LESS AND EXCEPT the following described four parcels:

Exception 1:

Begin at a point on Section line of Section 7, Township 21 South, Range 2 West, 480 feet East of the Southwest corner of said Section 7, Township 21 South, Range 2 West and run East along said Section line 150 feet; thence due North 300 feet; thence due West 150 feet; thence South 300 feet to the point of beginning. This parcel was conveyed by Saginaw Lumber Co. to Trustees of Saginaw M.E. Church South by deed dated October 4, 1901, and recorded in Deed Book 24, page 585.

Exception 2:

Commencing at the Southeast corner of the Southwest quarter of Southwest quarter of Section 7, Township 21 South, Range 2 West, running West along the Section line 180 yards to a pine knot; thence North 257 yards to the Columbiana Road to a pine knot; thence South 130 yards to the beginning, three acres, more or less. This parcel was conveyed to J. S. Patton by deed dated July 29, 1985 and recorded in Deed Book 57, page 526.

Exception 3:

Begin at the point of intersection of the South right of way line of the L & N Railroad with the west boundary line of the Southwest quarter of the Southwest quarter of Section 7, Township 21 South, Range 2 West, in Shelby County, Alabama and run Easterly on said South right of way line a distance of 200 feet; thence turn to the right and run parallel to said West boundary line 330 feet; thence turn right and run parallel to said railroad's South right of way line 200 feet to said quarter-quarter section's West boundary line; thence turn right on said West boundary line and run 330 feet to point of beginning. This parcel as conveyed to Lucius G. Brantley, Jr. and Elia Brantley by deed recorded in Book 217, page 408.

Exception 4:

From the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 7, Township 21 South, Range 2 West, looking South along the West line of said quarter-quarter section; turn an angle to the left of  $80^{\circ} 41'$  and run Southeasterly for a distance of 1877.08 feet to the point of beginning of the property herein described; thence turn an angle to the left of  $28^{\circ} 33'$  and run Northeasterly for a distance of 406.32 feet; thence turn an angle to the right of  $90^{\circ}$  and run Southeasterly for a distance of 70 feet; thence turn an angle to the right of  $90^{\circ}$  and run Southwesterly for a distance of 435.3 feet; thence turn an angle to the right of  $90^{\circ}$  and run Northwesterly for a distance of 70 feet to a point which is 28.98 feet from the point of beginning; thence go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

Exception 5:

Less and except that part conveyed to Solon E. Edmondson and Wylodine F. Edmondson in Instrument 1992-14964.

PARCEL II:

A part of the Northeast quarter of the Southwest quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said quarter-quarter section; thence South along the East line of said quarter-quarter section 52.28 feet to the point of beginning of Tract herein described; thence  $94^{\circ} 06'$  to the right West 571.05 feet; thence  $1^{\circ} 36'$  right West 192.78 feet; thence  $84^{\circ} 22'$  left, South 526.43 feet; thence  $99^{\circ} 59'$  left,



East 865.11 feet to the East line of said quarter-quarter section; thence  $91^{\circ} 21'$  left, North along said East 476.57 feet to the point of beginning. According to survey of Marve Butler, RLS #10548, dated July 9, 1990. Situated in Shelby County, Alabama.

PARCEL III:

A parcel of land in the Southeast quarter of the Southeast quarter of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows:

Begin at the Northwest corner of said quarter-quarter section; thence run East along the North quarter-quarter line 1036.81 feet; thence turn right  $87^{\circ} 21' 07''$  and run South 298.35 feet; thence turn right  $92^{\circ} 51' 55''$  and run West 1036.21 feet; thence turn right  $86^{\circ} 58' 50''$  and run North 294.40 feet to the point of beginning.

PARCEL V:

From the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 7, Township 21 South, Range 2 West, looking South along the West line of said quarter-quarter section; turn an angle to the left of  $80^{\circ} 41'$  and run Southeasterly for a distance of 1877.08 feet to the point of beginning of the property herein described; thence turn an angle to the left of  $28^{\circ} 33'$  and run Northeasterly for a distance of 406.32 feet; thence turn an angle to the right of  $90^{\circ}$  and run Southeasterly for a distance of 70 feet; thence turn an angle to the right of  $90^{\circ}$  and run Southwesterly for a distance of 435.3 feet; thence turn an angle to the right of  $90^{\circ}$  and run Northwesterly for a distance of 70 feet to a point which is 28.98 feet from the point of beginning; thence go in a Northeasterly direction in a straight line 28.98 feet to the point of beginning.

PARCEL V:

TRACT A:

The West half of Southeast quarter of Southwest quarter and the West half of the South ten acres of the Northeast quarter of the Southwest quarter of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama.

TRACT B:

Ten acres of land of equal width across the North side of the Northwest quarter of Southeast quarter of Section 8, and all of the Northeast quarter of the Southwest quarter, except 10 acres of equal width off the South side of said Northeast quarter of the Southwest quarter of Section 8, and all that part of the Southeast quarter of the Northwest quarter of Section 8, described as follows:

Begin at the Southwest corner of the said Southeast quarter of the Northwest quarter and run thence North along the West line of said forty acres a distance of 350 feet, more or less, to the Right of Way of the Saginaw Lumber Co.'s old R.R. bed; run thence in a Northeasterly direction along said old R.R. right of way bed to its intersection with the East line of the said Southeast quarter of the Northwest quarter, which point of intersection is 788 feet, more or less, South of the Northeast corner of said quarter-quarter section; run thence South along the East line of said last named 40 acres a distance of 532 feet, more or less, to the Southeast corner of said Southeast quarter of the Northwest quarter; run West along the South line of said last described 40 acres a distance of 1320 feet, more or less, to the Southwest corner of said last described 40 acres, and being the point of beginning, all of said tract being in Section 8, Township 21 South, Range 2 West.

PARCEL VI:


PARCEL "A"

The South half of the North half; the West half of the Southeast quarter; the North half of the Northeast quarter of the Southwest quarter; the South half of the Southeast quarter of Southwest quarter; the Northwest quarter of the Southwest quarter, and that part of the Northeast quarter of the Northeast quarter lying South and East of the old right of way of Saginaw Lime & Stone Co., Narrow Gauge Railroad, all lying and being in Section 7, Township 21 South, Range 2 West, Shelby County, Alabama. LESS AND EXCEPT three parcels which are part of the Southwest quarter of Southeast quarter and part of the Southeast quarter of the Southwest quarter.

Exception 1:

A tract of land in the Southwest quarter of Southeast quarter and Southeast quarter of Southwest quarter of Section 7, Township 21 South, Range 2 West, in Shelby County, Alabama and more particularly described as follows:

Start at the Southeast corner of the Southwest quarter of Southeast quarter of said Section 7; thence run in a

  
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Westerly direction along the South line of the Southwest quarter of Southeast quarter for a distance of 1046.50 feet to a point; thence turn an angle of 90° to the right and run for a distance of 59.87 feet to the point of beginning of the boundary of the tract of land hereby conveyed; from said point of beginning turn an angle of 90° to the left and run a distance of 210.0 feet to a point; thence turn an angle of 90° to the right and run 67.50 feet; thence turn an angle of 90° to the left and run a distance of 85.0 feet; thence at an angle of 47° and 31' to the right run a distance of 101.61 feet; thence turn an angle of 132° and 29' to the right and run 153.62 feet; thence turn an angle of 90° to the left and run 67.50 feet; thence at an angle of 90° to the right run 210.0 feet; thence at an angle of 90° to the right run 210.0 feet to the point of beginning, as shown on the map attached hereto and made a part hereof, minerals and mining rights excepted. This parcel was conveyed to Trustees for Community Church of Saginaw by deed recorded in Deed Book 220, page 762.

Exception 2:

Begin at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 7, Township 21 South, Range 2 West, and run West along the South line of said quarter-quarter section a distance of 946.50 feet to the point of beginning of the property hereby conveyed; thence turn an angle of 90° 00' to the left and run for 26.07 feet to a point; thence turn an angle of 87° 26' to the right and run for 100.40 feet to a point; thence turn an angle of 5° 14' to the right and run for 156.61 feet to a point; thence turn an angle of 44° 51' to the right and run for 204.600 feet to a point; thence turn an angle of 132° 29' to the right and run for 85.0 feet to a point; thence turn an angle of 90° 00' to the right and run for 67.50 feet to a point; thence turn an angle of 90° 00' to the left and run for 210 feet to a point; thence turn an angle of 90° 00' to the left and run for 210 feet to a point; thence turn an angle of 90° 00' right and run for 100 feet to a point; thence turn an angle of 90° 00' to the right and run for 269.87 feet to the point of beginning. Situated in Shelby County, Alabama. This parcel was conveyed to Trustees of Galilee Baptist and Mt. Pleasant A.M.E. Union Church by deed recorded in Deed Book 231, page 129.

Exception 3:

All that part of the Southwest quarter of the Southeast quarter of the Southwest quarter lying West of the Columbiana Road. This parcel was conveyed to J.S. Patton by deed recorded in Deed Book 57, page 525.

PARCEL "B":

The East half of the Southeast quarter; the Northwest quarter of the Southeast quarter, EXCEPT 10 acres of even width across the North end thereof; the West half of the Southwest quarter of the Southeast quarter; the East half of the Southeast quarter of the Southwest quarter; the East half of the South 10 acres of the Northeast quarter of the Southwest quarter; West half of the Southeast quarter of the Northeast quarter; Southwest quarter of the Northeast quarter; Northwest quarter of the Northwest quarter; all in Section 8, Township 21 South, Range 2 West, Shelby County, Alabama.

ALSO, begin at the Northeast corner of the Southwest quarter of the Northwest quarter of Section 8, Township 21 South, Range 2 West and run thence West along the North line of said quarter-quarter section a distance of 525 feet to the point of beginning of the tract herein described; thence run South 450 feet; thence run West 300 feet; thence run North 450 feet to the North line of said quarter-quarter section; thence run East along said North line to the point of beginning.

ALSO, that part of the Northeast quarter of the Northwest quarter of Section 8, Township 21 South, Range 2 West, lying North and West of an old railroad bed.

ALSO, that part of the Southeast quarter of the Northwest quarter of Section 8, Township 21 South, Range 2 West, particularly described as follows:

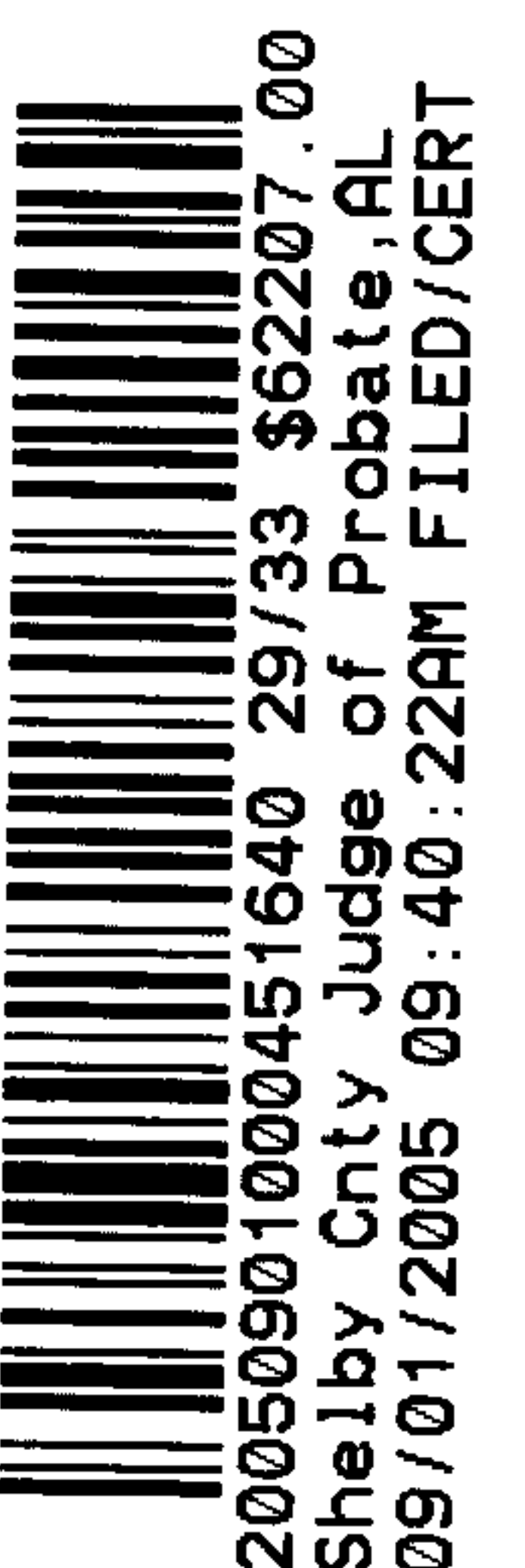
Begin at the Northwest corner of said Southeast quarter of Northwest quarter and run thence South along the West line of said quarter-quarter section 1,005 feet, more or less, to the South line of the Old Saginaw Logging Railroad Bed; thence run Eastwardly along the South line of said railroad bed to a point on the East line of said quarter-quarter section, which point is 853 feet South of the Northeast corner of said quarter-quarter section; thence run North along said East line 853 feet to said Northeast corner; thence run West along the North line of said quarter-quarter section 1,320 feet, more or less, to the point of beginning.

PARCEL "C":

The West half of the Southeast quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, EXCEPT four acres in a square out of the Northwest corner of the Northwest quarter of the Southeast quarter.

ALSO, that part of the North half of the Southwest quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of said Southwest quarter and run thence South 43° 45' East for a distance of 29





feet; thence run South 88° 10' East 2,616 feet to a point on the East line of said Southwest quarter; thence run North along said East line to the Northeast corner of said Southwest quarter; thence run West along the North line of said Southwest quarter to the point of beginning.

ALSO, that part of the East half of the Southwest quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of the Southwest quarter of said Section 17; run thence South 43° 45' East, 29 feet; thence South 88° 10' East 2,616 feet to the East line of the Southwest quarter of Section 17; thence South 2° 15' East along said East line 1,061 feet to the North boundary of the Old Tram line; said point being the point of beginning of the tract herein described; thence run South 49° 45' West along the North boundary of the Old Tram line 400 feet; thence run South 61° 45' West along said North boundary 214.4 feet; thence run South 70° 45' West along said North boundary for a distance of 746.3 feet, more or less, to a point 500 feet Northeast of the East line of U.S. Highway #31, said 500 feet being measured along the North line of said Old Tram line; thence turn an angle to the left of 110° 16' and run Southeastwardly and along the Northeasterly line of parcels conveyed to Alton Eugene Carden by deed recorded in Deed Book 228, page 32, to James E. Carden by deed recorded in Deed Book 228, page 163 and to Lula B. Massey by deed recorded in Deed Book 228, page 30, for a distance of 616.58 feet, more or less, to the most Northerly corner of tract described in deed to Lucille S. Farris, by deed recorded in Deed Book 264, page 226; thence run Southeastwardly along the Northeasterly line of said Farris tract for a distance of 229.31 feet to a point which is 630 feet East of and 210 feet North of the Southwest corner of Southeast quarter of Southwest quarter of Section 7; thence run South 210 feet to the South line of said Southeast quarter of Southwest quarter; thence run East 675.71 feet to the Southeast corner of said Southwest quarter; thence run North along said East line to the point of beginning.

ALSO, a part of the Southeast quarter of Northwest quarter of Section 17, Township 21 South, Range 2 West, Shelby County, Alabama, particularly described as follows:

Begin at the Southeast corner of said forty and run in a Westerly direction along the South line of said forty a distance of 1002.28 feet to center line of a ditch; thence turn an angle of 86° 06' to the right and run along center line of ditch for a distance of 322.63 feet; thence turn an angle of 0° 23' left and run along center line of ditch a distance of 466.32 feet; thence turn an angle of 8° 23' to the right and run along centerline of ditch a distance of 114.01 feet; thence turn an angle of 0° 09' to the left and run along center line of ditch a distance of 247.80 feet; thence turn an angle of 0° 05' to the left and run along center line of ditch to intersection with South line of the present paved Columbiana Road; thence in an Easterly and Southeasterly direction along the South line of said road to intersection with East line of said forty; thence South along East line of said forty to the Southeast corne the point of beginning

PARCEL "D":

The South half of Southeast quarter; Northwest quarter of Southeast quarter; Southwest quarter of Northeast quarter; and the East 210 feet of the South 630 feet of the Southeast quarter of the Northwest quarter all in Section 21, Township 21 South, Range 2 West, situated in Shelby County, Alabama.

PARCEL VII:

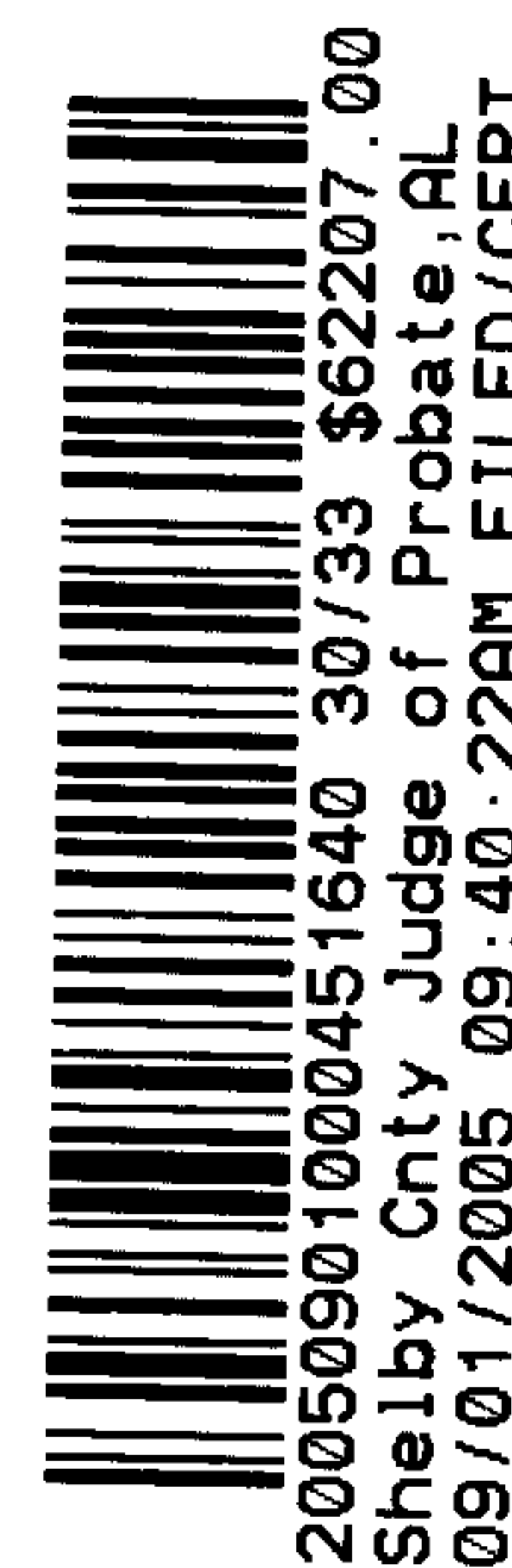
The Northeast quarter of Southeast quarter of Section 7, Township 21 South, Range 2 West, Shelby County, Alabama.

PARCEL VIII:

As a point of beginning, commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama; thence South and on the West boundary of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama, a distance of 100 feet to a point; thence South 88° 21' East a distance of 443.44 feet to a point on the South right of way of a public road; thence in a Westerly direction and on the South right of way of a public road a chord distance of 90.63 feet to a point, said chord bearing North 75° 00' West; thence North 85° 25' West and on the South right of way of said public road a distance of 144.86 feet to a point; thence in a Northwesterly direction and on the South margin of said public road a chord distance of 235.52 feet to a point, said chord bearing North 63° 47' West, said point being the point of intersection of the South right of way of said public road and the West boundary of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama; thence South and on the East boundary of said Section 8 a distance of 26.28 feet to the point of beginning.

All lying and being in the Southwest quarter of the Northwest quarter and in the Northwest quarter of the Southwest quarter of Section 8, Township 21 South, Range 2 West, Shelby County, Alabama.

PARCEL IX:





Together with the easement rights for ingress and egress in favor of Darvo Basic Materials Company, Inc. as set forth in Paragraph B, Section 4, of that certain instrument by and between Ralph B. Pheiffer and wife, Arlene Pheiffer, and Longview Lime Corporation, dated February 1, 1965, as recorded in Deed Book 234, page 115, as amended by instrument dated June 27, 1966, recorded in Deed Book 243, page 336, as assigned to Woodward Corporation, by instrument dated July 30, 1968, recorded in Deed Book 254, page 298, as further assigned to Southern Stone Company, Inc. by assignment of lease dated July 14, 1977, recorded in Misc. Book 25, page 805, in the Probate Office of Shelby County, Alabama.

Parcel X:

All that part of the Northwest quarter of the Southwest quarter and the Southwest quarter of the Northwest quarter of Section 8, Township 21, Range 2 West, Shelby County, Alabama, being described as Tax ID #22-3-08-0-000-016.

Property lies in the Southwest one-quarter of the Northwest one-quarter and the Northwest one-quarter of the Southwest one-quarter of Section 8, Township 21 South, Range 2 West.

Begin at the Northeast corner of the Southwest one-quarter of the Northwest one-quarter of said Section and run South 0° 00' 55" East along the East line of said quarter-quarter section for a distance of 1333.81 feet to the Southeast corner of said quarter-quarter; thence run South 0° 00' 57" East for a distance of 1268.21 feet to a point 66.00 feet North of the Southeast corner of the Northwest one-quarter of the Southwest one-quarter of said Section; thence run North 88° 14' 15" West parallel with the South line of said quarter-quarter section for a distance of 991.21 feet to the Southeast corner of a lot owned by Charles Seales as recorded in Real Book 80, page 35; thence run North 0° 05' 01" West along the East line of said lot for a distance of 331.42 feet to a point on the Easterly right of way of Shelby County Highway No. 339; thence continue along the last described course for a distance of 91.34 feet to the centerline of said road; thence run North 13° 57' 53" along said centerline for a distance of 53.92 feet; thence run 15° 45' 49" East along said centerline for a distance of 43.21 feet; thence run North 16° 64' 39" East for a distance of 203.88 feet to a point on the Southern boundary line of Carden's lot as recorded in Deed Book 237, page 133; thence run North 79° 37' 12" East along said Southern boundary line for a distance of 31.19 feet; thence run North 0° 03' 05" West along the East line of said lot for a distance of 249.90 feet; thence run North 88° 27' 40" West along the North line of said lot for a distance of 150.01 feet; thence run South 0° 02' 48" East along the West line of said Carden's lot for a distance of 299.98 feet to a point in the centerline of a ditch; thence travel along the center of said ditch the following bearings and distances: South 61° 45' 32" West for a distance of 55.13 feet; thence South 77° 21' 23" West for a distance of 75.28 feet; thence South 85° 50' 38" West for a distance of 44.30 feet; thence run South 89° 57' 37" West for a distance of 67.00 feet; thence run North 85° 59' 18" West for a distance of 52.08 feet to the West line of the Northwest one-quarter of the Southwest one-quarter of said section; thence run North 0° 04' 47" West along said quarter-quarter line for a distance of 645.84 feet to the Northwest corner of said quarter-quarter section; thence run North 0° 00' 00" West along the West line of the Southwest quarter of the Northwest quarter of said Section for a distance 1330.83 feet to the Northwest corner of the last described quarter-quarter; thence run South 88° 30' 16" East for a distance of 487.35 feet; thence run South 1° 29' 44" West for a distance of 450.00 feet; thence run South 88° 30' 16" East for a distance of 300.00 feet; thence run North 1° 29' 44" East for a distance of 450.00 feet to a point on the North line of the last described quarter-quarter section; thence run South 88° 30' 16" East for a distance of 525.00 feet to the point of beginning

Less and except any portion of subject property conveyed to Southern Stone Company, Inc. in Deed Book 336, page 935 and to Bobby Joe Seals in Instrument Number 1994-37710

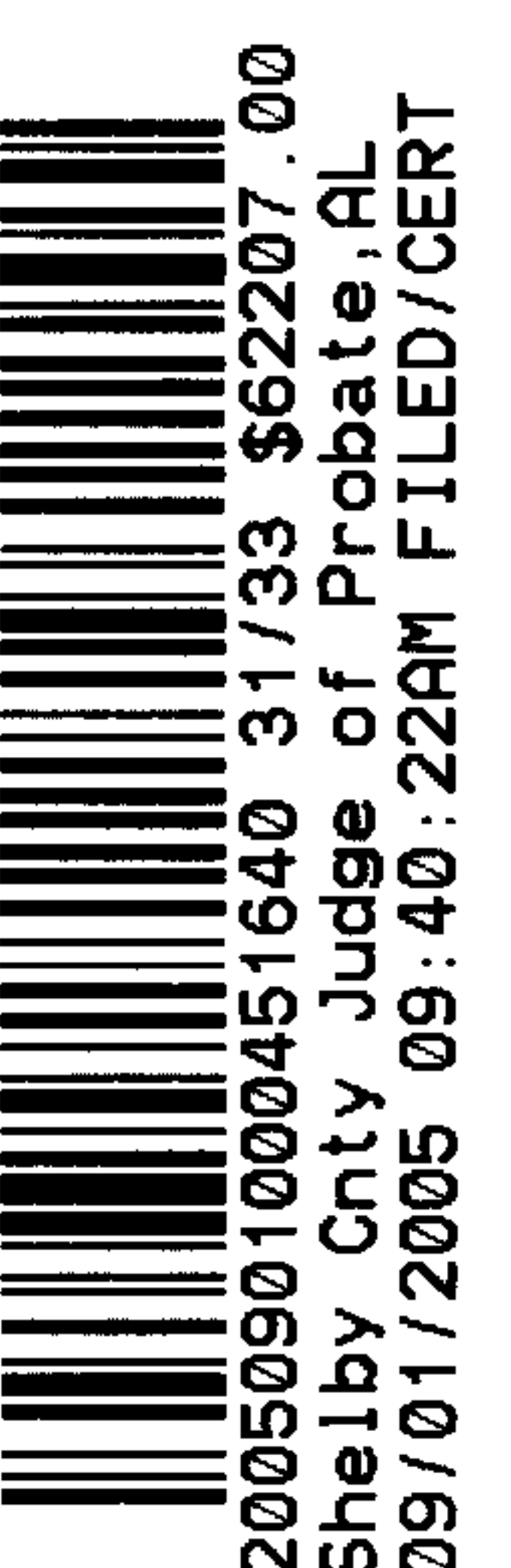
Parcel XI:

The Southeast quarter of the Northeast quarter, and the Northeast quarter of the Southeast quarter, Section 21, Township 21 South, Range 2 West, Shelby County, Alabama. Situated in Shelby County, Alabama.

LESS and EXCEPT THE FOLLOWING:

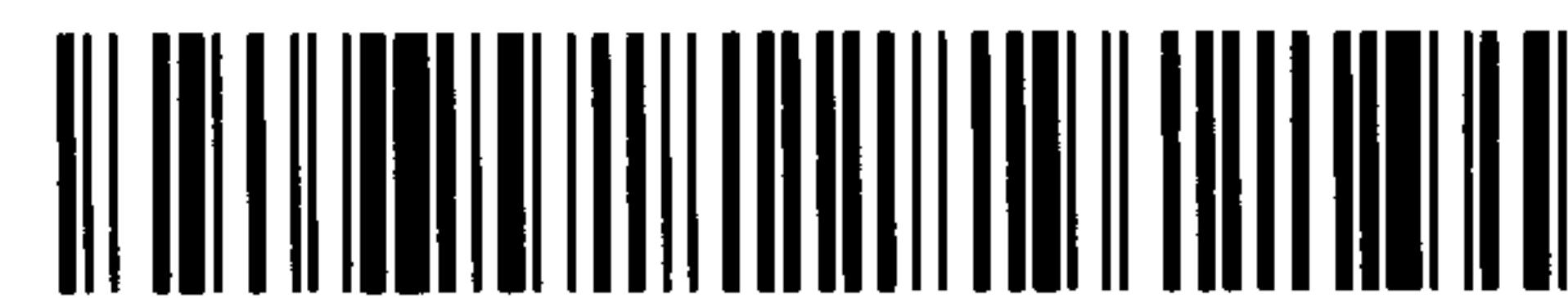
A parcel of land situated in the Northwest quarter of the Southwest quarter of Section 7, Township 21 South, Range 2 West, and in a portion of the Northeast quarter of the Southeast quarter of Section 12, Township 21 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 7, Township 21 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence run South along the West line of Section 7 for a distance of 156.00 feet (survey) to the POINT OF BEGINNING; thence turn a deflection angle to the left of 90° 00' 00" and leaving said section line run in an Easterly direction for a distance of 200.00 feet; thence turn a deflection angle to the right of 90° 00' 00" and run in a Southerly direction for a distance of 404.69 feet; thence turn a deflection angle to the right of 52° 36' 41" and run in a Southwesterly direction for a distance of





251.72 feet to the aforementioned section line; thence turn a deflection angle to the right of  $40^{\circ} 56' 54''$  and run in a Westerly direction for a distance of 69.97 feet; thence turn a deflection angle to the right of  $40^{\circ} 49' 43''$  ( $40^{\circ} 54'$  survey) and run in a Northwesterly direction for a distance of 299.66 feet (299.78 feet survey); thence turn a deflection angle to the right of  $85^{\circ} 11' 11''$  ( $85^{\circ} 10'$  survey) and run in a Northeasterly direction for a distance of 445.74 feet (445.68 feet survey), to the Point of Beginning.



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SCHEDULE 7.01

No applicable Leases.



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Shelby Cnty Judge of Probate, AL  
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