

Send Tax Notice To:
Edwards Specialties, Inc.
PO Box 2735
Huntsville, AL 35804

STATE OF ALABAMA)
)
SHELBY COUNTY)

GENERAL WARRANTY DEED

THIS IS A GENERAL WARRANTY DEED executed and delivered this 12th day of October, 2007, by **LAFARGE BUILDING MATERIALS INC.**, an Alabama corporation (the "**Grantor**"), to **EDWARDS SPECIALTIES, INC.**, an Alabama corporation (the "**Grantee**").

KNOW ALL PERSONS BY THESE PRESENTS:

That in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, the Grantor does by these presents, grant, bargain, sell and convey unto the Grantee, that certain real property situated in the City of Calera, Shelby County, Alabama and more particularly described as follows (the "**Property**"):

A parcel of land situated partly in the Southwest quarter of Section 19 and partly in the Northeast quarter of Section 4, Township 24 North, Range 13 East Shelby County, Alabama being more particularly described as follows:

Commence at the Northwest Corner of the Northeast quarter of the Northeast quarter of Section 5, Township 24 North, Range 13 East, Shelby County, Alabama; thence run North 89 degrees 16 minutes 55 seconds East along the North line of said Section 5 for a distance of 957.49 feet to the POINT OF BEGINNING of the property hereon described; thence continue along the last described course for a distance of 773.04 feet to a point on the North line of Section 4, Township 24, Range 13 East; thence leaving said North line run South 03 degrees 54 minutes 20 seconds East for a distance of 809.69 feet; thence run North 87 degrees 20 minutes 23 seconds East for a distance of 1002.50 feet; thence run North 04 degrees 02 minutes 37 seconds West for a distance of 775.76 feet; thence run South 89 degrees 25 minutes 55 seconds West for a distance of 130.17 feet; thence run North 15 degrees 50 minutes 44 seconds East for a distance of 21.66 feet; thence run North 72 degrees 48 minutes 16 seconds East for a distance of 82.72 feet; thence run North 30 degrees 24 minutes 32 seconds East for a distance of 61.59 feet thence run South 85 degrees 33 minutes 56 seconds East for a distance of 91.11 feet; thence run North 70 degrees 27 minutes 16 seconds East for a distance of 65.63 feet; thence run North 02 degrees 03 minutes 54 seconds East for a distance of 21.82 feet; thence run

North 35 degrees 26 minutes 27 seconds West for a distance of 494.91 feet; thence run North 74 degrees 15 minutes 09 seconds West for a distance of 1273.23 feet; thence run South 23 degrees 56 minutes 45 seconds West for a distance of 990.06 feet to the POINT OF BEGINNING. Said parcel contains 1,932,757 square feet or 44.37 acres, more or less.

TOGETHER WITH all improvements thereon and appurtenances thereto belonging or in anywise appertaining and all right, title and interest of Grantor in and to all roads, alleys and ways bounding the Property.

This conveyance is subject to the following:

1. Ad valorem taxes for tax year 2008 and subsequent years;
2. Existing easements, restriction, set back lines, limitations, if any, of record;
3. Coal, oil, gas, and other mineral interests not owned by Grantor;
4. Easement to Southern Railway Company recorded in Deed Book 222, page 160, in the Probate Office of Shelby County, Alabama.
5. Easements and Right of ways to Alabama Power Company, recorded In Deed Book 138, page 327, Deed Book 213, page 310, Deed Book 141, page 304, Deed Book 255, page 710, Deed Book 141, page 347, Deed Book 285, page 288, Deed Book 141, page 348, Deed Book 296, page 234, Deed Book 198, page 507, Deed Book 298, page 169, Deed Book 201, page 10, Deed Book 298 page 177, Deed Book 302, page 440, Instrument 2002/23208 and Instrument 2002/18728 in the Probate Office of Shelby County, Alabama.
6. Easements and Right of ways to Southern Natural Gas, recorded in Deed Book 90, page 300, Deed Book 141, page 112, Deed Book 90, page 289, Deed Book 205, page 252, Deed Book 90, page 181, Deed Book 248, page 597, Deed Book 141, page 57 and Deed Book 302, page 440, in the Probate Office of Shelby County, Alabama.
7. Easements and Right of ways to Plantation Pipe Line Company, recorded in Deed Book 112, page 306, Deed Book 210, page 574, Deed Book 112, page 309, Deed Book 210, page 576, Deed Book 112, page 336, Deed Book 325, page 50, Deed Book 112, page 595 and Deed Book 158, page 351, in the Probate Office of Shelby County, Alabama.
8. A mortgage from Edwards Specialities, Inc. to Compass Bank dated April 14, 2005 and recorded April 15, 2005 as Instrument No. 20050415000178300, and modified by instrument dated February 11, 2008 and recorded February 18, 2008, as Instrument No. 20080218000065230, respectively, in the Probate Office of Shelby County, Alabama.
9. This conveyance is made upon the following covenants and conditions which shall constitute covenants running with the land:

Grantee herein shall be required to give written notice to any subsequent transferee of any of the land herein conveyed to it that Grantor owns adjacent land upon which Grantor, its affiliates and/or their respective transferee(s) intends to, or presently conducts business as a quarry, crushing plant, asphalt plant, and/or cement plant or any combination thereof.

The Grantee shall cooperate with the Grantor for the creation of an access road, including the dedication of any required right of way, that will enable and not prohibit currently or in the future Grantor, at its own cost, to obtain approval from the appropriate governmental authorities to create an access road and associated entrance/exit from its existing operations to the anticipated road through the area to be developed by Grantee, such roads to be mutually agreed between Grantor and Grantee and identified as "proposed" on Exhibit A.

TO HAVE AND TO HOLD, to the said Grantee, its successors and assigns forever.

And said Grantor does for itself, its successors and assigns, covenant with said Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of the Property and that the Property is free from all encumbrances unless otherwise noted above, that the Grantor has a good right to sell and convey the same as aforesaid, that Grantor and Grantor's successors and assigns shall warrant and defend the same to said Grantee, its successor and assigns, forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has caused this General Warranty Deed to be executed on this 25th day of October, 2007.

LAFARGE BUILDING MATERIALS
INC.

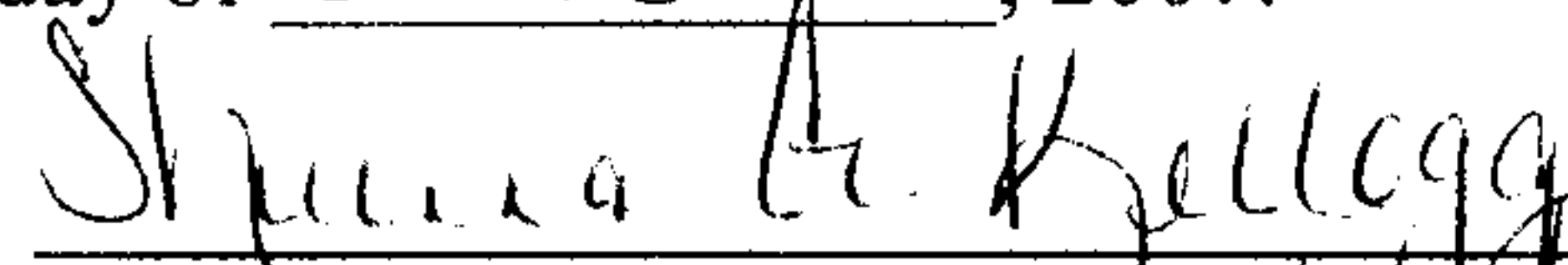
By: 

Its: Vice President

STATE OF Georgia)
Fulton COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Joseph Goss whose name as Vice-President of Lafarge Building Materials Inc., is signed to the foregoing General Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal this the 25 day of October, 2007.


Notary Public
My Commission Expires: 11/30/2011

[NOTARIAL SEAL]

THIS INSTRUMENT PREPARED BY:
Linda J. Peacock, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz
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