

This instrument was prepared by:

M. Beth O'Neill
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203-2618

TERMINATION OF GROUND LEASE

THIS TERMINATION OF GROUND LEASE (this "Termination") is entered into as of October 31, 2013 (the "Effective Date") by and between **CARMEUSE LIME & STONE, INC.**, a Delaware corporation, formerly known as DRAVO LIME COMPANY ("Lessor"), and **ROBERT W. PICOU** and **BRENDA G. PICOU**, a married couple (individually or collectively, "Lessee").

Recitals

Lessor and Lessee have entered into that certain Ground Lease dated August 1, 1998 and recorded as Instrument # 1999-22449 of the Office of the Judge of Probate of Shelby County, Alabama (the "Lease").

For ten dollars (\$10.00) and other good and valuable consideration, Lessor and Lessee have agreed to terminate the Lease and execute this Termination as of the Effective Date.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged by each of them, Lessor and Lessee hereby agree as follows:

1. Termination of Lease; Mutual Release of Claims. Lessor and Lessee hereby terminate the Lease, and Lessee hereby remises, releases, quitclaims and conveys to Lessor all of its right, title and interest in and to the Premises (as defined below). The parties hereto further agree that there are no other leases or other agreements between them regarding the use of the Premises described more particularly in the Lease. To the extent that either party to this Termination has any outstanding claims against the other party hereto with respect to the Lease or any other agreement regarding the use of the Premises, the parties hereby release any such outstanding claims.

2. Description of Leased Premises. A specific description of the leased premises leased by Lessee from Lessor under the Lease is attached hereto as Exhibit "A" (the "Premises").


3. Counterparts. This Termination may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

4. Additional Acts. Lessor and Lessee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Termination.

5. Governing Law. The validity, meaning and effect of this Termination shall be determined in accordance with the laws of the State of Alabama.

6. Successors and Assigns. This Termination shall be binding upon and inure to the benefit of the successors-in-interest and assigns of each party hereto.

*[The remainder of this page left intentionally blank]
[Signatures on following pages]*


20131105000436910 2/5 \$26.00
Shelby Cnty Judge of Probate, AL
11/05/2013 03:09:14 PM FILED/CERT

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Termination to be executed by its duly authorized representative, to be effective as of the Effective Date.

LESSOR:

CARMEUSE LIME & STONE, INC., a
Delaware corporation

By: 

Name: PAUL TUNNICLIFFE

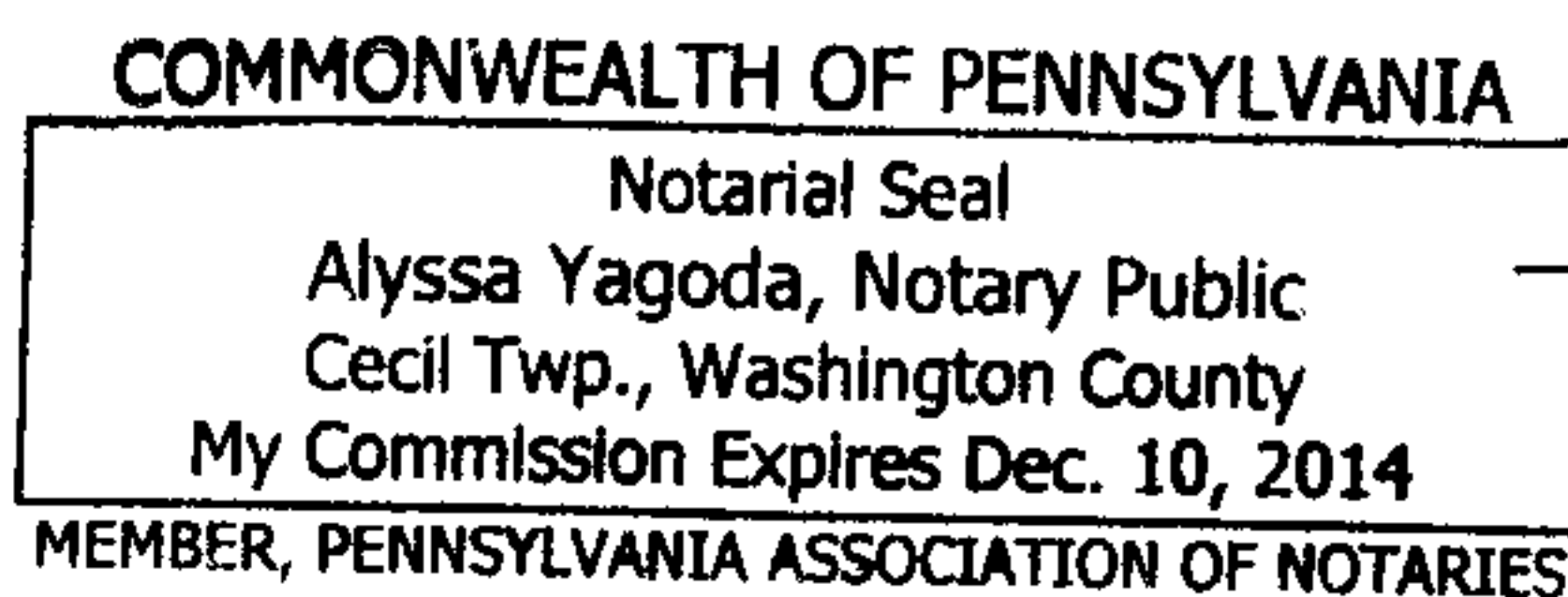
Its: V.P. OPERATIONS

STATE OF Pennsylvania
COUNTY OF ~~Washington~~ Allegheny

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Tunncliffe, whose name as V.P. OPERATIONS of Carmeuse Lime & Stone, Inc., a Delaware corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this 30 day of October, 2013.

AFFIX SEAL



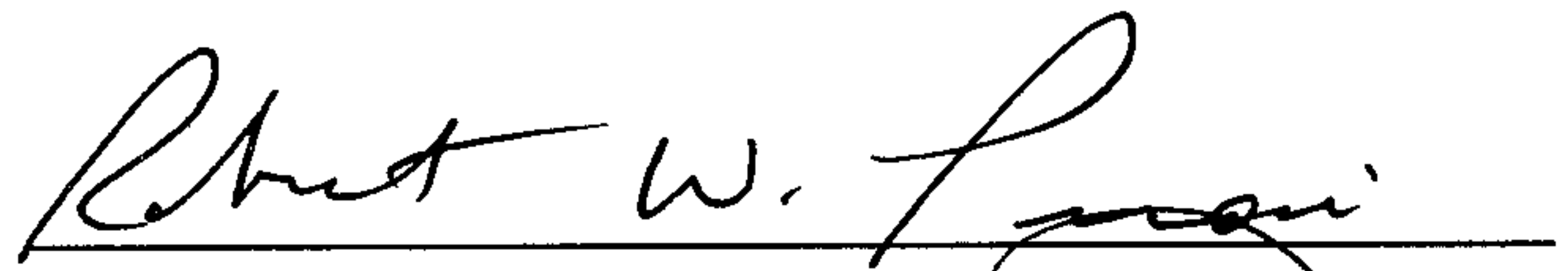

Notary Public


My commission expires: December 10, 2014



20131105000436910 3/5 \$26.00
Shelby Cnty Judge of Probate, AL
11/05/2013 03:09:14 PM FILED/CERT

LESSEE:


Robert W. Picou


Brenda G. Picou

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby testify that Robert W. Picou, whose names 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 such document, executed the same voluntarily.

Given under my hand and official seal this 31st day of October, 2013.


Notary Public

AFFIX SEAL

My commission expires: 7/24/17

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby testify that Brenda G. Picou, whose names 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 such document, executed the same voluntarily.

Given under my hand and official seal this 31st day of October, 2013.


Notary Public

AFFIX SEAL

My commission expires: 7/24/17

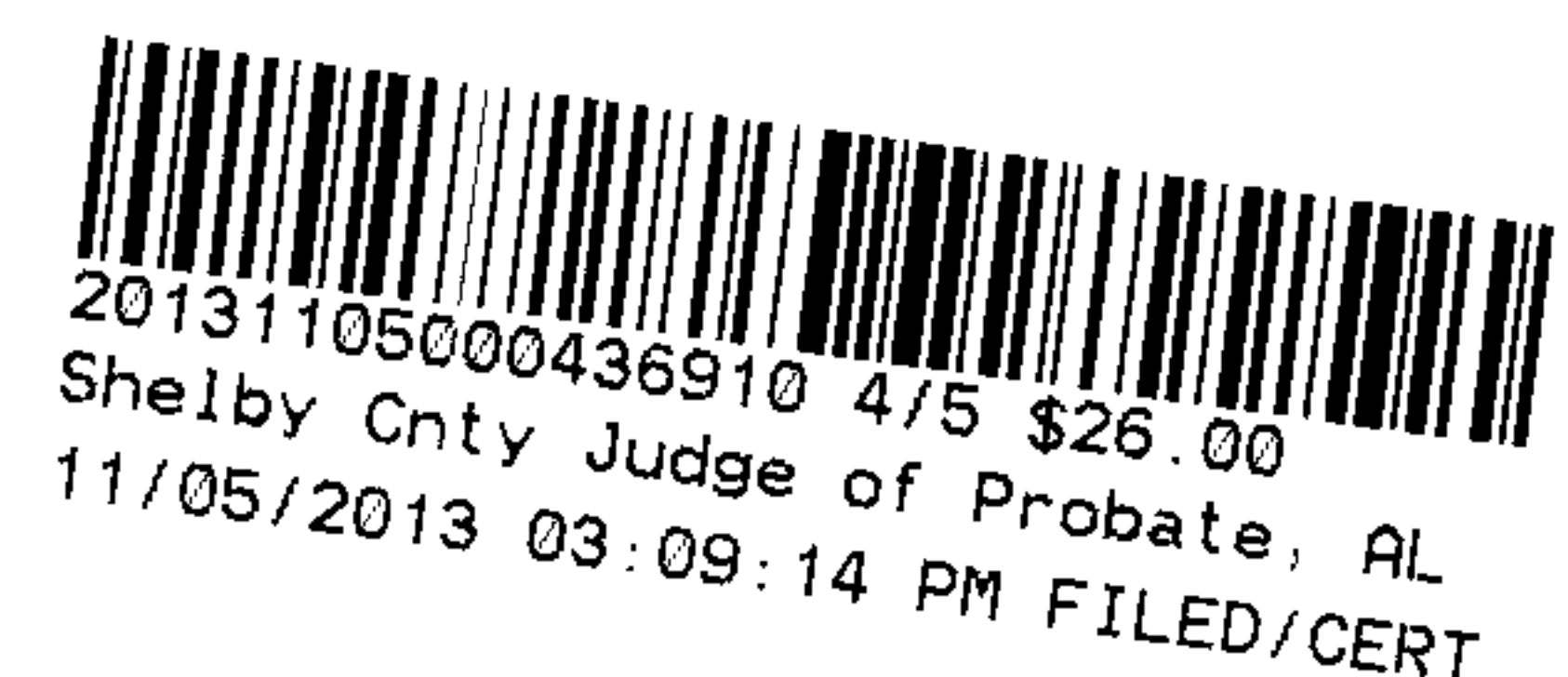



EXHIBIT A

Premises Legal Description

Lot 2, according to the Survey of LeCroy Estates, as recorded in Map Book 15, Page 94, in the Probate Office of Shelby County, Alabama, and the Southwest 125 feet of Lot 1, according to the Survey of Brashier Estates, as recorded in Map Book 17, Page 40, in the Probate Office of Shelby County, Alabama, described as follows:

From the Southeast corner of said Lot 2, being the Southeast corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Township 21 South, Range 2 West, run Northerly along the East line of said Lot 2 for 221.86 feet to the Northeast corner of Lot 2, the Point of Beginning; thence continue Northerly along the same course for 125.44 feet; thence run westerly deflecting $85^{\circ}13'$ left for 775.59 feet to the West line of said Lot 1, being the East right-of-way line of Merry Fox Farms Road; thence run southerly along said right-of-way line deflecting $96^{\circ}59'$ left for 125.93 feet to the Northwest corner of said Lot 2; thence run easterly along the North line of Lot 2 deflecting $83^{\circ}01'$ left for 770.74 feet to the Point of Beginning.

Minerals and mining rights excepted.


20131105000436910 5/5 \$26.00
Shelby Cnty Judge of Probate, AL
11/05/2013 03:09:14 PM FILED/CERT