

**OSTER**  
**Researching Services**

12897 Colonial Dr. • Mt. Airy, Md. 21771  
301-253-6040

March 8, 1989

9-067A008

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

RECORDATION NO 16229 FILED 1423

MAR 8 1989 -9 30 AM

INTERSTATE COMMERCE COMMISSION

MAR 8 9 24 AM '89  
MOTOR OPERATING UNIT

Dear Ms. Lee:

Enclosed is a Railcar Lease Agreement dated January 27, 1989, between the following parties:

Lessor: C.I.T. Leasing Corporation  
(as Agent for C.I.T. Group/Equipment  
Financing, Inc.)  
270 Park Avenue, 29th Floor  
New York, NY 10017

Lessee: Vulcan Materials Co.  
Construction Materials Group  
P. O. Box 7497  
Birmingham, AL 35253

The equipment involved in this transaction is as follows:

Equipment: 25, 100-ton 2301 cf Open-top Hoppers  
VULX 1001-1025

Please file this agreement as a primary document. The filing fee of \$13 is enclosed. Thank you for your assistance.

Sincerely,

*Mary Ann Oster*

Mary Ann Oster  
Research Consultant

Enclosure

*Counterpart Mary Ann Oster*

**Interstate Commerce Commission**  
Washington, D.C. 20423

OFFICE OF THE SECRETARY

3/8/89

Mary Ann Oster  
12897 Colonial Drive  
Mt. Airy, MD 21771

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/8/89 at 9:30AM, and assigned rec-  
ordation number(s). 16229 & 16230

Sincerely yours,

*Narita L. McEa*  
Secretary

Enclosure(s)

MAR 8 1989 -9 30 AM

RAILCAR LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS LEASE made and entered into as of this 27<sup>th</sup> day of January, 1989 by and between C.I.T. LEASING CORPORATION, a Delaware corporation, as agent for THE CIT GROUP/EQUIPMENT FINANCING, INC., formerly C.I.T. CORPORATION, a New York corporation, hereinafter called "Lessor", and VULCAN MATERIALS COMPANY, a New Jersey corporation, hereinafter called "Lessee".

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Lessee: Lessee agrees to lease from Lessor the Railcars described in Exhibit A, together with all replacement parts, additions, repairs and accessories incorporated therein and/or affixed thereto (the "Railcars"). Lessor agrees to furnish the Railcars in compliance with now existing FRA and AAR rules of interchange.

2. Term; Rent: The term ("Term") of this Lease shall commence with respect to each Railcar on the date of this Agreement, and shall continue until the final rental payment is made, subject to Section 10. The Interim Term shall commence on the date Lessee accepts each Railcar on the lines of the Southern Pacific Transportation Company at Sheldon, Texas ("Commencement Date"), and shall end on the first day of the month following the date the last Railcar is placed in service after acceptance ("Closing Date"). The Basic Term shall commence on the Closing Date and shall run for sixty (60) months.

Upon acceptance of a Railcar, Lessee shall execute and deliver to Lessor a Certificate of Acceptance in the form of Exhibit B attached hereto.

Lessee hereby agrees to pay Lessor the following lease charges (hereafter "Rent") for the use of the Railcars:

a) Interim Rent: Interim rentals of <sup>00</sup> per Railcar per day shall be payable with regard to each Railcar as of (i) the date of delivery of each to the Lessee at Rockingham, North Carolina or (ii) twenty (20) days after the date the Railcar is accepted by the Lessee, whichever is earlier. The Interim Rent is due and payable on the Closing Date.

b) Basic Rent: <sup>00</sup> per month, payable for each month of the Basic Term. Basic Rent is due and payable monthly in advance on the first business day of each month ("Rent Payment Date").

Lessee shall not be entitled to any abatement of Rent, reduction thereof or set-off, counterclaim, recoupment or defense against Rent or any other amount payable hereunder, due or alleged to be due by reason of any past, present or future

claims of Lessee against Lessor or any other person for any reason whatsoever, except as otherwise provided herein; nor shall this Agreement terminate or the obligations of Lessee be otherwise affected by reason of any defect in the condition, design, operation or fitness for use of any Railcar or damage to or loss of possession or use or destruction of all or any of such Railcar from whatever cause and of whatever duration, except as otherwise provided herein. Lessee will settle all claims, defenses, set-offs and counterclaims it may have of any nature against any third party, including but not limited to defects in the Railcars and like claims, directly with any third party, and not set up any such claim, defense, set-off or counterclaim against Lessor or its assigns. Nothing contained herein shall be construed as a release of any claims Lessee may have against Lessor or any third party.

3. Warranties and Representations: LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND RESPECTING THE RAILCARS, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, AND LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY VIRTUE OF HAVING LEASED THE RAILCARS, PURSUANT TO THIS AGREEMENT TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR CONDITION OF, OR AS TO THE QUANTITY OF THE WORKMANSHIP IN, THE RAILCARS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND LESSOR SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE RESPECTING ANY RAILCARS. Lessee accordingly agrees not to assert any claim whatsoever against Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against Lessor for loss of anticipatory profits or consequential damages.

4. Place of Payment of Rent: Lessee shall direct payment of the monthly rent to the following address:

C.I.T. Leasing Corporation  
270 Park Avenue, 29th Floor  
New York, NY 10017  
Attention: Colleen Olivieri

5. Recordkeeping; Inspection: Lessee agrees to keep and maintain and make available to Lessor such record of Lessee's use, operation, inspection, repairs and maintenance of each Railcars while in its possession as shall be reasonably required by Lessor. Lessor, by such agent or agents as it may designate, shall have the right at all reasonable times with reasonable notice to go upon the property of Lessee to inspect any Railcar while in the possession of Lessee.

6. Loss or Destruction: In the event that any Railcar during the term hereof shall become lost; stolen; destroyed;

irreparably damaged; permanently rendered unfit for use; or, in the reasonable opinion of the Lessee, worn out or damaged beyond the economic limit of repair, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise by the United States Government for a period which shall exceed the then remaining term hereof, or by any other government or governmental entity resulting in the loss of possession by the Lessee for a period of 60 consecutive days (such occurrences being hereinafter called "Casualty Occurrences"), Lessee shall notify Lessor of such Casualty Occurrence. On the Rent Payment Date next following the date of such Casualty Occurrence, Lessee shall pay to Lessor a settlement value payment for such Railcar pursuant to Rule 107 of the AAR Car Service and Car Hire Agreement Code ("Casualty Value"), together with any unpaid Rent. Upon the making of such payment by Lessee, all of Lessor's right, title and interest in such Railcar shall automatically pass to Lessee on an as is, where is basis, and this Lease shall terminate with respect to such Railcar.

7. Insurance: All risk of loss of, damage to or destruction of the Railcars shall at all times be on Lessee after the date of this Lease and while the Railcars are subject to this Lease.

a) Lessee shall provide (i) insurance against loss, theft, and destruction or damage of the Railcars, and (ii) comprehensive public liability insurance against claims for personal injuries, death and property damage in no event less comprehensive in amounts and against risk customarily insured against by Lessee in respect of similar equipment owned or leased by it. Lessee shall pay applicable premiums for insurance. Lessee shall have the right to insure the Railcars for its own account, for the amount by which its fair market value exceeds the coverage required hereunder.

b) All insurance policies required hereunder shall (i) be issued by insurance carriers of recognized responsibility, (ii) cover the interests of Lessee and Lessor and protect Lessee and Lessor in respect of risks arising out of the condition, maintenance, use, ownership and operation of the Railcars, (iii) provide that the insurance carrier give at least 30 days' prior notice in the event of cancellation or material alteration in coverage, (iv) provide, as to such physical damage insurance, that the losses, if any, shall be payable to the Lessor under a standard long form loss payable clause, (v) provide that in respect of the interest of the Lessor in such policies, the insurance shall not be invalidated by an action or inaction of Lessee and shall insure Lessor's interest as it appears regardless of any breach or violation by Lessee of any warranty, declaration or

condition contained in such policies, and shall include coverage against liability which Lessor might incur by reason of the operation of the Railcars, and (vi) not required co-insurance.

c) The proceeds of any physical damage insurance received by Lessor shall be paid to Lessee: (i) in the case of a Casualty Occurrence with respect to any Railcar upon payment by Lessee of the Casualty Value of such Railcar, or (ii) upon the loss, damage or destruction of any Railcar which does not constitute a Casualty Occurrence, upon the receipt from Lessee of a certificate to the effect that such Railcar has been repaired, restored or replaced, as the case may be (which certificate shall be accompanied by satisfactory evidence of such repair, restoration or replacement), provided that so long as any default by Lessee or event of default shall be continuing hereunder, Lessor shall be entitled to apply such proceeds against Lessee's obligations hereunder or under any other obligation of Lessee to Lessor. Lessee shall furnish Lessor with certificates or other evidence of compliance with this Section 7 as may reasonably be requested.

d) In the event that, and only with Lessor's written approval, Lessee shall be permitted to self-insure or self-assume on any specified interests, Lessee hereby warrants to place the Lessor in the same position as if the referenced insurance had been effected.

8. Indemnity: Lessee agrees that Lessor shall not be liable to Lessee for, and Lessee shall indemnify and save Lessor harmless from and against any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from or caused directly or indirectly by: (a) Lessee's failure to promptly perform any of its obligations under the provisions of Sections 2, 6, 7, and 17 of this Lease, or (b) injury to person or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any or all of the Railcars or its location or condition, or (c) inadequacy of the Railcars, or any part thereof, for any purpose of and deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in providing or failure to provide any thereof or any interruption or loss of service or use thereof or any loss of business; and shall, at its own cost and expense, defend any and all suits which may be brought against Lessor, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action or actions, provided, however, that Lessor shall give Lessee written notice of any such claim or demand; provided, however,

that Lessee shall not indemnify Lessor for any damages liabilities, costs and expenses caused by the gross negligence or willful misconduct of Lessor, its agents, servants or employees. This indemnity shall survive the expiration or termination of this Lease. To the extent Lessor receives payment from Lessee, Lessee shall be subrogated to the extent of such payment to Lessor's rights with respect to the transaction or event requiring such indemnification.

9. Compliance with Law; Repair and Maintenance: Lessee shall comply with FRA and all other applicable governmental laws, regulations and requirements and other binding regulations with respect to use, maintenance and operation of the Railcars during the Lease period.

The Lessee shall use the Railcars only in the manner for which designed and intended and so as to subject them only to ordinary wear and tear. Lessee shall, at its own cost and expense, maintain and keep the Railcars in good order, condition and repair, ordinary wear and tear excepted. Any parts installed or replacements made by Lessee upon the Railcars shall be considered accessions to the Railcars and title thereto shall be immediately vested in Lessor, without cost or expense to Lessor, unless otherwise agreed to in writing.

10. Purchase Option: It is agreed that the Lessee has the right of first refusal at the expiration of this Lease to purchase or lease all, but not less than all, of the surviving Railcars or substitute Railcars of similar age, configuration, and condition at the fair market value of such time of lease expiration. Such option is to be exercised, if at all, by giving of notice of exercise at least ninety (90) days prior to such expiration. If the Lessor and Lessee cannot reach mutual agreement as to fair market value within sixty (60) days after notice of exercise of the Option, such Option will be considered null and void and Lessee shall have the right to exercise any one of the remaining options in this Lease. If agreement as to fair market value is reached between Lessor and Lessee under the Purchase Option, the Lessor agrees to convey title to said Railcars to the Lessee upon payment of the purchase price therefore without recourse and without warranties, except that Lessor is the owner of the Railcars free and clear of any liens arising through Lessor.

11. Assignment: Lessee shall not assign or sublet its interest, or any parts thereof, under this Lease, or permit the use or operation of any Railcar subject to this Lease by any other person, firm or corporation, other than wholly-owned subsidiaries, without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessor may at any time assign all or any portion of the rents due or to become due, and/or the Railcars without notice to Lessee and in such event

Lessor's transferee as assignee shall have all the rights, powers, privileges and remedies of the Lessor hereunder. Lessee shall have no obligation to pay any assignee, and shall continue to pay Lessor, until such time as notice is given of such assignment in accordance with Section 12.

12. Notice: Unless otherwise specifically provided, any notices to be given under this Lease or any other communications between the parties shall be given by certified mail, postage prepaid, in the following manner:

(a) Notices from Lessor to Lessee shall be sent to:

Vulcan Materials Company  
Construction Materials Group  
P.O. Box 7497  
Birmingham, AL 35253

Attention: Mr. J. K. Lynch

or to such other address as Lessee may from time to time indicate by written notice to Lessor.

(b) Notices from Lessee to Lessor shall be sent to:

C.I.T. Leasing Corporation  
270 Park Avenue, 29th Floor  
New York, NY 10017

Attention: General Counsel

or to such other address as Lessor may from time to time indicate by written notice to Lessee.

13. Quiet Enjoyment: So long as Lessee makes its aforesaid rental payments and otherwise complies with the terms and provisions hereof, Lessee shall be entitled to the use and possession of the Railcars according to the terms hereof without interference by the Lessor or by any party lawfully claiming by or through the Lessor.

14. Authority: The undersigned signatories herewith represent and warrant that they are fully authorized to execute this Lease and bind the respective parties to the terms and provisions hereof.

15. Late Charges: Delinquent installments of Rent shall bear interest at the rate of [REDACTED] per month if not prohibited by law, otherwise at the highest lawful contract rate.

16. ICC Recording: Lessor at Lessee's expense, will promptly cause this Lease to be duly filed, registered or

recorded in conformity with Section 11303 of the Interstate Commerce Act or other places within or without the United States as Lessor may reasonably request for the protection of its title and will furnish Lessor proof thereof. Lessee will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record (and will refile, re-register, or re-record whenever required) any and all further instruments required by law or reasonably requested by Lessor, for the purpose of protecting Lessor's title to the Railcars to the satisfaction of Lessor's counsel or for the purpose of carrying out the intention of this Lease, and in connection with any such action, will deliver to Lessor proof of such filing.

17. Taxes: Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, but only as it relates to a sale to Lessee, use and property taxes, gross receipts taxes arising out of receipts from use or operation of Railcars, including without limitation amounts payable under Sections 2, 6 and 11, hereof and other taxes (excluding any tax measured by Lessor's net income), together with any penalties or interest thereon, imposed by any state, federal or local government upon the Railcars and whether or not the same shall be assessed against or in the name of Lessor or Lessee.

18. Performance Obligations of Lessee by Lessor: In the event that the Lessee shall fail duly and promptly to perform any of its obligations under the provisions of this Lessee, the Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by the Lessor in such performances, together with interest at the rate of [REDACTED] per month thereon until paid by the Lessee to the Lessor, shall be payable by the Lessee upon demand as additional rent hereunder.

19. Further Assurance: Lessee shall execute and deliver to Lessor, upon Lessor's request such instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of this lease and Lessor's right hereunder.

20. Lessee's Covenants: Lessee will: (a) defend at Lessee's own cost any action, proceeding or claim affecting the Railcars; (b) do everything necessary or expedient to preserve or perfect the Lessor's interest in the Railcars; (c) not misuse, fail to keep in good repair (ordinary wear and tear excepted), secrete, or without the prior written consent of Lessor, and notwithstanding Lessor's claim to proceeds, sell, rent, lend, encumber or transfer any of the Railcars, except as provided in Subsection (e) of this section; (d) agree that

Lessor may enter upon Lessee's premises or whatever the Railcars may be located at any reasonable time and upon reasonable notice to inspect the Railcars; (e) notwithstanding any provision to the contrary Lessee may, without the consent of Lessor, lease or permit the use of the Railcars or Railcar (such lease or use to be subject to the rights and remedies of the Lessor hereunder) to or by a lessee or user incorporated in the United States of America (or any state thereof or the District of Columbia), upon lines of railroad owned or operated by the Lessee or such lessee or user or by a railroad company or companies have trackage rights or railroad of connecting and other carriers in the usual interchange of traffic or in through or non-through service, but only upon and subject to all the terms and conditions hereof; provided, however, that the Lessor's consent, not to be unreasonably withheld, must be obtained for any lease that is for a term longer than six months; provided, further, however, that the Lessee shall not lease or permit the sublease or use of any Railcar for service involving operation or maintenance outside the United States of America except that occasional service in Canada shall be permitted so long as such service in Canada is de minimis and does not involve regular operation and maintenance outside the United States.

21. Default: An event of default shall occur if: (a) Lessee fails to pay when due any installment of rent and such failure continues for a period of 10 days; (b) Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for 15 days after written notice thereof to Lessee by Lessor; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation; (d) within 60 days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 120 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; or (e)

Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the Railcars or any item thereof, other than as permitted under this lease.

Upon the occurrence of an event of default, Lessor, at its option, may: (a) declare all sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or actions or other proceedings either at law or equity to enforce performance by the Lessee of any and all covenants of this lease and to recover damages for the breach thereof; (c) demand that Lessee deliver the Railcars forthwith to Lessor at Lessee's expense at such place as Lessor may designate; (d) terminate this Lease; and (e) Lessor and/or its agents may, without notice or liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the Railcars may be or by Lessor is believed to be, and repossess all or any item thereof, disconnecting and separating all thereof from any other property and using all force permitted by applicable law so to do, Lessee hereby expressly waiving all further rights to possession of the Railcars and all claims for injuries suffered through or loss caused by such repossession. Upon Lessee's default and at any time thereafter, Lessor shall have all the right to recover any and all damages sustained as a result of Lessee's default. If Lessor shall terminate this Lease as permitted by this Section 21, Lessee shall remain liable for all unpaid Rent and other amounts due hereunder. If any statute governing any proceeding hereunder specifies the amount of Lessor's deficiency or other damages for breach of this Lease by the Lessee, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Lessor for monies due to Lessor hereunder and/or for possession of any or all of the equipment or for any other relief, Lessee shall pay a reasonable sum as attorneys' fees. Lessee understands that Lessor's rights are cumulative and not alternative.

In addition to any remedies provided in this Lease, Lessor shall have all the rights provided to a Lessor under Section 1168 of Title 11 of the United States Code and any successor provisions thereto.

22. Choice of Law: This Lease shall be governed in all respects by the law of the State of New York.

23. Return of the Railcars Upon Expiration of Term: As soon as practicable on or after the expiration of the term of this Lease with respect to any Railcars, the Lessee will, at its own cost and expenses, deliver possession of such Railcars to

the Lessor upon such storage tracks of the Lessee at Rockingham, North Carolina or upon the lines of CSX Transportation Company at Rockingham, North Carolina, as the Lessor may designate provided that such designation does not result in any additional cost to the Lessee. The condition of the Railcars upon such return shall be as required, pursuant to section 9 hereof and shall be in good order and repair, ordinary wear and tear excepted, suitable for movement in the interchange system in conformity with all applicable laws and regulations including the AAR Code or Rules and FRA Railroad Freight Car Safety Standards.

The assembling, delivery, and transporting of the Units as provided in this Paragraph 23 are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Railcars. If the Lessor shall elect to abandon any Railcar which has suffered a Casualty Occurrence or which after the expiration of this Lease the Lessor shall have deemed to have suffered a Casualty Occurrence, it may deliver written notice to such effect to the Lessee and Lessee shall thereupon assume, and hold the Lessor harmless from all liability arising in respect of any, responsibility of ownership thereof, from and after receipt of such notice and Lessor shall transfer title to such Railcar to Lessee free and clear of any liens and encumbrances whatsoever.

24. Miscellaneous: If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. Lessee waives all rights under all exemption laws. Lessee admits the receipt of a true copy of this Railcar Lease Agreement. This Lease is irrevocable for the full term hereof and for the aggregate Rent herein reserved.

C.I.T. LEASING CORPORATION, As  
Agent for The CIT Group/Equipment  
Financing Inc., formerly C.I.T.  
~~Financial~~ Corporation  
LESSOR

ATTEST: *[Signature]*  
Assistant Secretary

By *[Signature]*  
Title Senior Vice President  
Date February 15, 1989

VULCAN MATERIALS COMPANY  
LESSEE

ATTEST: *William J. Menon, III*

By *William J. Grayson Jr*  
Title Executive Vice President  
Date January 27, 1989

STATE OF NEW YORK     )  
                                  )  ss.  
COUNTY OF NEW YORK    )

I, Ira Finkelson, a Notary Public in and for the State of New York, County of Westchester, do hereby certify that Nikita Zdanow and Leo Sheer of C.I.T. Leasing Corporation, a Delaware corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Senior Vice President and Assistant Secretary respectively, they signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal the 15<sup>th</sup> day of February, 1989.

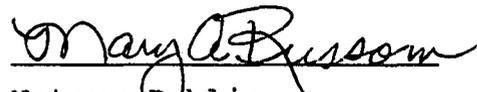
Ira Finkelson  
Notary Public

IRA FINKELSON  
Notary Public, State of New York  
No. 6207225  
Qualified in Westchester County  
Commission Expires May 31, 1990

STATE OF ALABAMA     )  
                                  ) ss.  
COUNTY OF JEFFERSON )

I, Mary A. Russom, a Notary Public in and for the State and County aforesaid, do hereby certify that William J. Grayson, Jr. and William F. Denson, III of Vulcan Materials Company, a New Jersey corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Executive Vice President (title) and Secretary (title) respectively, they signed, sealed and delivered the aforesaid instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority of its Board of Directors, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of January, 1988.

  
Notary Public

ANNEX A

To

Lease of Railroad Equipment

Dated as of \_\_\_\_\_

Equipment Description

Equipment Numbers

100 Ton, 2,301 Cubic  
Foot Capacity Open Top  
Hopper Cars

VULX 1001-1025

ANNEX B

CERTIFICATE OF ACCEPTANCE

The undersigned, a duly authorized representative of Vulcan Materials Company (the "Lessee"), does hereby certify that he has caused to be inspected and, on the date set out below, has accepted on behalf of the Lessee the following described Units of equipment, which Units are in good order, condition and repair (except for latent defects) and conform in all respects to the terms, provisions, requirements and standards of the certain Lease of Railroad Equipment Agreement dated as of \_\_\_\_\_ between C.I.T. Leasing Corporation and the Lessee.

Description: 100-ton, 2,301 cubic foot capacity  
open top hopper cars.

Number of Cars: Twenty-five (25)

Car Markings: VULX 1001-1025

Date Accepted: January 10, 1989

  
Authorized Representative