

2-053A031

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RECORDATION NO. 7415-F FILED 1992

FEB 12 1992 -2 12 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7415-F FILED 1992

February 12, 1992

FEB 12 1992 -2 12 PM

INTERSTATE COMMERCE COMMISSION

FILED
FEB 12 1992

BY HAND

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

Dear Ms. Lee:

On behalf of National Westminster Bank PLC, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, four (4) executed counterparts each of documents entitled Equipment Lease Agreement and Lease Supplement, both executed February 11, 1992, which should be included as part of the filing recorded on February 27, 1974, at 10:15 a.m., recordation No. 7415 as the next available recordation number being 7415-___.

The Equipment Lease Agreement and the Lease Supplement record the lease between National Westminster Bank and Blue Circle, Inc. of fifty-six (56) railcars listed in Schedule 1 to the Equipment Lease Agreement.

Short summaries of the documents to appear in the ICC Index are as follows:

1. "Equipment Lease Agreement"
2. "Lease Supplement"

Enclosed is a check in the amount of thirty-two dollars (\$32.00) in payment of the filing fees. Once the filing has been made, please return to bearer the stamped counterparts of the Equipment Lease Agreement and the Lease Supplement not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Sincerely yours,

Alice Coakley

Alice Coakley

Enclosures

*Clare...
Alice Coakley*

Interstate Commerce Commission
Washington, D.C. 20423

2/12/92

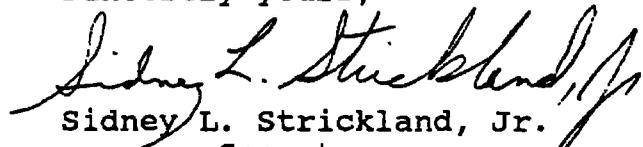
OFFICE OF THE SECRETARY

Alice Coakley
Rosenman & Colin
1300 19th Street N.W.
Washington, D.C. 20036

Dear Ms. Coakley:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/12/92 at 2:10pm, and assigned recordation number(s). 7415-E & 7415-F

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

EQUIPMENT LEASE AGREEMENT

RECORDED IN 7415-E
FEB 12 1992 - 2 10 PM
INTERSTATE COMMERCE COMMISSION

EQUIPMENT LEASE AGREEMENT dated as of February 11, 1992 by and between **NATIONAL WESTMINSTER BANK PLC**, an English bank acting by and through its New York Branch (the "Owner"), and **BLUE CIRCLE INC.**, an Alabama corporation (the "Lessee").

R E C I T A L S:

WHEREAS, the Lessee desires to lease the Equipment from the Owner and the Owner is willing to lease the Equipment to the Lessee pursuant to and subject to the terms and conditions of this Lease;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. PURCHASE OF EQUIPMENT AND ACCEPTANCE UNDER LEASE.

1.1. Purchase and Lease of Equipment. The Owner hereby agrees to purchase the Equipment from the Helm Financial Corporation and simultaneously lease the Equipment to the Lessee hereunder, and the Lessee hereby agrees to lease the Equipment from the Owner hereunder, as evidenced by the execution by the Owner and the Lessee of this Agreement and the Lease Supplement. Nine Items of the Equipment will be delivered in Pennsylvania and forty-seven Items will be delivered in Illinois.

1.2. Lease Supplement. Simultaneously herewith, the Lessee is entering into a Lease Supplement with the Owner substantially in the form attached as Exhibit A, which Lease Supplement describes the Items of Equipment, sets forth the Equipment Cost thereof, and states that the Lessee has unconditionally accepted the same for purposes of this Lease. The Lessee's execution and delivery of a Lease Supplement pursuant to this Section 1.2 shall conclusively establish that each Item of Equipment is acceptable to and accepted by the Lessee under this Lease, notwithstanding any defect with respect to design, manufacture or condition or in any other respect, and shall conclusively establish as between the Owner and the Lessee that such Item of Equipment is in good order and condition and conforms to the specifications applicable thereto and to all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any, and to all standards recommended by the Association of American Railroads applicable to railroad equipment of the character of such Item of Equipment as of the date of delivery and acceptance by the Lessee hereunder. By

execution and delivery of such Lease Supplement, the Lessee represents that it has no knowledge of any such defect.

SECTION 2. RENTALS AND PAYMENT DATES.

2.1. Rent for Equipment. The Lessee agrees to pay the Owner the following rent for each Item of Equipment:

(a) **Fixed Rent.** Rent (the "Fixed Rent") shall be payable for the Base Term in one hundred forty-four (144) consecutive monthly installments, each payable in advance, the first of such payments being due and payable on the Equipment Closing Date and a payment being due and payable on each Rent Payment Date thereafter. Each Fixed Rent payment due and payable through and including the payment due on December 11, 1997 shall be in the amount of % of the Total Equipment Cost, each Fixed Rent payment due and payable from January 11, 1998 through and including the payment due on December 11, 1998 shall be in the amount of % of the Total Equipment Cost and each Fixed Rent payment due and payable thereafter shall be in the amount of % of the Total Equipment Cost.

(b) **Additional Rent.** In addition to the foregoing rental, the Lessee agrees to pay to the Owner, or to whomsoever shall be entitled thereto, any and all Additional Rent, promptly as the same shall become due and owing, and in the event of any failure on the part of the Lessee to pay any Additional Rent, the Owner shall have all rights, powers and remedies provided for herein or by law or equity or otherwise in the case of nonpayment of Fixed Rent.

2.2. Business Days. If any of the Rent Payment Dates is not a Business Day, the rent payment otherwise payable on such date shall be payable on the immediately preceding Business Day.

2.3. Place and Manner of Rent Payment. The payments to be made by the Lessee under this Lease shall be paid to the Owner by wire transfer to the principal office of the Owner at the address thereof provided for payments in Section 21.1 hereof. The Lessee agrees that it will make payments due hereunder by no later than 2:00 p.m. on the due date of such payment in federal or otherwise immediately available funds to the Owner. Notwithstanding the foregoing, the Lessee may make payments due hereunder by check provided that the Owner receives such check, and such check is dated, at least one Business Day prior to the due date for such payment.

2.4. Net Lease. This Lease is a net lease and all expenses (other than appraisal fees) relating to the negotiation, execution, delivery of this Lease and the other Operative Agreements, the consummation of the transactions contemplated herein and in the other Operative Agreements, and to the use, operation and

maintenance of the Equipment (including, but not limited to, all insurance costs, property taxes, maintenance expenses, licenses and permits), shall be for the account of the Lessee, and the Lessee's obligation to pay all Additional Rent and Fixed Rent and other amounts payable hereunder and to perform and observe all its other agreements hereunder shall be absolute and unconditional under any and all circumstances and, without limiting the generality of the foregoing, the Lessee shall not be entitled to any abatement of rent or reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due to any present or future claims of the Lessee against the Owner or against any other Person for any reason whatsoever or by reason of any loss, damage or destruction of any Item of Equipment or any other restriction, limitation or impairment of the Lessee's ability to use, possess or operate any Item of Equipment other than as a result of the Owner's material breach of the Lessee's right of quiet enjoyment. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender the lease of any of the Items of Equipment except in accordance with the express terms hereof. Each rental or other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Owner or any assignee pursuant to Section 16 hereof for any reason whatsoever.

SECTION 3. TERM OF THE LEASE.

The initial term of this Lease (the "Base Term") as to each Item of Equipment shall commence on the Equipment Closing Date and shall terminate on February 10, 2004, subject to earlier termination pursuant to Section 15, and subject to a Renewal Term pursuant to the terms of Section 18.

SECTION 4. OWNERSHIP AND MARKING OF EQUIPMENT.

4.1. Retention of Title. The Owner shall and hereby does retain full legal title to the Equipment notwithstanding the possession and use thereof by the Lessee.

4.2. Duty to Number and Mark Equipment. The Lessee will cause each Item of Equipment to be kept numbered with one of its road numbers as set forth in Schedule 1 hereto. The Lessee shall keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting colors upon each side of each Item of Equipment in letters not less than one inch in height as follows:

"Leased from a Bank or Trust Company, and
Subject to a Lease recorded with the I.C.C."

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of the Owner to such Item of Equipment and its rights under this Lease. Except as provided hereinabove, the Lessee will not place any such Item of Equipment in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace promptly any such names and word or words which may be removed, defaced, obliterated or destroyed. The Lessee will not change the road number of any Item of Equipment except in accordance with a statement of new road numbers to be substituted therefor, which statement previously shall have been delivered to the Owner by the Lessee and filed, recorded or deposited in all public offices where this Lease shall have been filed, recorded or deposited.

4.3. Prohibition Against Certain Designations. Except as above provided, the Lessee will not allow the name of any Person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may cause the Equipment to be lettered with the names or initials or other insignia customarily used by the Lessee or its Permitted Sublessees or its affiliates on railroad equipment used by it or its Permitted Sublessees of the same or a similar type for convenience of identification of the right of the Lessee or a Permitted Sublessee to use the Equipment under this Lease or its sublease.

SECTION 5. DISCLAIMER OF WARRANTIES.

THE LESSEE ACKNOWLEDGES AND AGREES THAT (i) THE EQUIPMENT AND EACH ITEM THEREOF IS OF A SIZE, DESIGN, CAPACITY AND MANUFACTURE SELECTED BY AND ACCEPTABLE TO THE LESSEE, (ii) THE LESSEE IS SATISFIED THAT THE EQUIPMENT AND EACH ITEM THEREOF IS SUITABLE FOR ITS PURPOSES, (iii) THE OWNER IS NOT A MANUFACTURER NOR A DEALER IN PROPERTY OF SUCH KIND, (iv) THE EQUIPMENT AND EACH ITEM THEREOF IS LEASED HEREUNDER SUBJECT TO ALL APPLICABLE LAWS AND GOVERNMENTAL REGULATIONS NOW IN EFFECT OR HEREAFTER ADOPTED AND IN THE STATE AND CONDITION OF EVERY PART THEREOF WHEN THE SAME FIRST BECAME SUBJECT TO THIS LEASE, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE OWNER, AND (v) AS BETWEEN THE OWNER AND THE LESSEE, THE OWNER LEASES THE EQUIPMENT AND EACH ITEM THEREOF AS-IS, WITHOUT WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED, AS TO (A) THE CONDITION, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, OPERATION OR MERCHANTABILITY THEREOF OR THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, or (B) ANY OTHER MATTER WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY THE LESSEE AND THAT THE SOLE REMEDY OF THE LESSEE FOR A MATERIAL BREACH BY THE OWNER OF THE LESSEE'S RIGHT OF QUIET ENJOYMENT OF ANY ITEMS OF EQUIPMENT HEREUNDER SHALL BE TO DISCONTINUE ITS OBLIGATIONS TO MAKE FURTHER RENTAL PAYMENTS HEREUNDER FOR THE ITEMS OF EQUIPMENT AS TO WHICH SUCH BREACH SHALL HAVE OCCURRED. The provisions of this Section

5 have been negotiated by the Owner and the Lessee and are intended to be a complete exclusion and negation of any representations or warranties of the Indemnified Parties, express or implied, with respect to the Equipment or any Item thereof that may arise pursuant to any law now or hereafter in effect, or otherwise. The Owner shall have no responsibility or liability to the Lessee or any other Person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Item of Equipment or by any inadequacy thereof or deficiency or defect therein or by any other circumstances in connection therewith; (ii) the use, operation, performance or non-performance of any Item of Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Item of Equipment. The Lessee's delivery of the Lease Supplement shall be conclusive evidence as between the Lessee and the Owner that all Items of Equipment described therein are in all the foregoing respects satisfactory to the Lessee, and the Lessee will not assert any claim of any nature whatsoever against the Owner based on any of the foregoing matters.

SECTION 6. LESSEE'S INDEMNITIES.

6.1. General Tax Indemnity.

(a) All payments to be made by the Lessee hereunder will be free of expense to the Owner for collection or other charges and all "taxes or other impositions," as hereinafter defined. The Lessee agrees to pay, and indemnify and hold each Indemnified Party harmless from, all license, registration and qualification fees and all taxes (including without limitation franchise taxes), assessments, rates and charges, excises, permit fees, inspection fees, levies, imposts, duties, charges or withholding of any nature whatsoever, including without limitation sales, gross receipts, transfer, property, stamp, use or similar taxes, together with any penalties, fines or interest thereon (herein called "taxes or other impositions") imposed against any Indemnified Party, the Lessee, the Equipment or any Item or part thereof by any federal, state or local government or taxing authority in the United States or by any foreign country or subdivision thereof, or by any international organization, in any way relating to or arising out of this Lease and the other Operative Agreements or the transactions contemplated herein and in the other Operative Agreements, including, but not limited to, upon or with respect to the Equipment or any Item or part thereof, the purchase, ownership, delivery, leasing, possession, use, operation, return, substitution, sale or other disposition thereof, or upon the rentals, the receipts or earnings arising therefrom, or upon or with respect to the Lease or upon the Rent or other sums payable by the Lessee hereunder or with respect to

the other Operative Agreements, any payment made pursuant to any such agreement, or the property, the income or other proceeds received with respect to the Equipment or otherwise or with respect to the transactions contemplated by the Operative Agreements (all such fees, taxes or other impositions, assessments, rates and charges, excises, levies, imposts, duties, charges and withholdings, and all penalties, fines, additions to tax and interests imposed in connection therewith being hereinafter called "Taxes") provided that the foregoing indemnity shall not apply to the aggregate of all income and capital taxes measured by net income, capital or net worth and based on the receipt of payments provided in this Lease; but such indemnity shall apply to (A) any net increase in Taxes resulting from the imposition of Taxes by any jurisdiction (other than the jurisdiction in which such Indemnified Party has its principal place of business) if such Indemnified Party would not have been required to file returns with respect to Taxes of such type or pay such Taxes had the Equipment or any part thereof not been used, operated or located, or had the Lessee not conducted its operations in, such jurisdiction, or (B) any Taxes (irrespective of how they are denominated) which are by their terms in lieu of Taxes which would otherwise be indemnified; provided that the Lessee shall not be required to indemnify any Indemnified Party pursuant to this Section 6.1 for any Taxes which are determined by a final adjudication of a court of competent jurisdiction to have resulted directly from the willful misconduct or gross negligence of such Indemnified Party. Lessee further agrees that, with respect to any payment or indemnity to an Indemnified Party under this Section 6.1, and notwithstanding anything to the contrary in this Section 6.1(a), the Lessee's indemnity obligations shall include any amount necessary to hold such Indemnified Party harmless on an after-tax basis from all Taxes required to be paid by such Indemnified Party with respect to such payment or indemnity (including any payments under this sentence). In the event any reports with regard to Taxes are required to be made on the basis of individual Items or otherwise, the Lessee will, where permitted to do so under applicable rules or regulations, make and timely file such reports in such a manner as to show the interest of the Owner in the Items as shall be satisfactory to the Owner or, where not so permitted, will, as soon as the Lessee has knowledge thereof, notify the Owner of such requirement and will assist in preparation of such reports by the Owner in such manner as shall be satisfactory to the Owner. Unless otherwise required by law, the Lessee shall include the Equipment in the ad valorem tax returns to be filed by the Lessee in the applicable states or localities and, unless otherwise required by law, no Indemnified Party shall include the Equipment in any ad valorem or other similar tax returns filed by it in such states or localities. If any Indemnified Party shall have knowledge of any claim or liability hereby indemnified against, it shall give prompt written notice thereof to the Lessee; provided, however, that the failure of such Indemnified

Party to give such notice shall not relieve the Lessee of any of its obligations hereunder except to the extent the Lessee shall be actually prejudiced in the performance of its obligations hereunder by such lack of notice.

(b) All amounts payable by the Lessee pursuant to this Section 6.1 shall be payable directly to the Indemnified Party except to the extent required by such Indemnified Party to be paid to a governmental agency or taxing authority. All the indemnities contained in this Section 6.1 shall continue in full force and effect notwithstanding the expiration or other termination of this Lease in whole or in part and are expressly made for the benefit of, and shall be enforceable by, each Indemnified Party. The Lessee's obligations under this Section 6.1 shall be that of primary obligor irrespective of whether the Indemnified Party shall also be indemnified with respect to the same matter under some other agreement by another Person.

6.2. General Indemnity. (a) The Lessee hereby agrees, whether or not any of the transactions contemplated hereby shall be consummated, to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless each Indemnified Party from and against any and all loss or damage to the Equipment, ordinary wear and tear excepted, and any and all liabilities, obligations, losses, damages, penalties, claims (including claims by any employee of the Lessee or any of its contractors), actions, suits and related costs, expenses and disbursements, including actual legal fees and expenses, of whatsoever kind and nature (for purposes of this Section 6.2 collectively called "Expenses"), imposed on, asserted against or incurred by any Indemnified Party, in any way relating to or arising out of this Lease and the other Operative Agreements, or the transactions contemplated herein and in the other Operative Agreements, including, but not limited to, any matter relating to (i) the acquisition, construction, installation, ownership, delivery, lease, possession, use, operations or condition of the Equipment or any Item or part thereof (including, without limitation, latent and other defects, whether or not discoverable by the Indemnified Party or the Lessee, and any claim for patent, trademark or copyright infringement and any claim arising under the strict liability doctrine in tort), or (ii) the sale or other disposition of the Equipment or any Item thereof pursuant to Section 1.1, 11.5, 14 or 18, provided that the Lessee shall not be required to indemnify any Indemnified Party pursuant to this Section 6.2 for any Expenses which are determined by a final adjudication of a court of competent jurisdiction to have resulted directly from the willful misconduct or gross negligence of such Indemnified Party. If any Indemnified Party shall have knowledge of any claim or liability hereby indemnified against, it shall give prompt written notice thereof to the Lessee; provided, however, that the failure of such Indemnified Party to give such notice shall not relieve the Lessee of any of its

obligations hereunder except to the extent the Lessee shall be actually prejudiced in the performance of its obligations hereunder by such lack of notice.

(b) All amounts payable by the Lessee pursuant to this Section shall be payable directly to the parties entitled to indemnification. All the indemnities contained in this Section 6.2 shall continue in full force and effect notwithstanding the expiration or other termination of this Lease and are expressly made for the benefit of, and shall be enforceable by each Indemnified Party. The Lessee's obligations under this Section 6.2 shall be that of primary obligor irrespective of whether the Indemnified Party shall also be indemnified with respect to the same matter under any other agreement by any other Person.

SECTION 7. RULES, LAWS AND REGULATIONS.

The Lessee agrees to comply with all governmental laws, regulations, requirements and rules (including, without limitation, the rules of the United States Department of Transportation, the Interstate Commerce Commission and, to the extent applicable, the current Interchange Rules or supplements thereto of the Mechanical Division, Association of American Railroads as the same may be in effect from time to time) (the "Interchange Rules") with respect to the use and maintenance of each Item of Equipment subject to this Lease. In case any equipment or appliance is required to be altered, added, replaced or modified on any Item of Equipment in order to comply with such laws, regulations, requirements and rules, the Lessee agrees to make such alterations, additions, replacements and/or modifications at its own expense and title thereto shall be immediately vested in the Owner; provided, however, that Lessee may, in good faith and by appropriate legal proceedings, contest the validity or application of any such law, regulation, requirement or rule in any reasonable manner which does not in the sole opinion of the Owner adversely affect the property rights, or interests of the Owner in the Equipment or hereunder.

SECTION 8. USE, MAINTENANCE AND MODIFICATION OF EQUIPMENT.

8.1. Use and Maintenance.

(a) The Lessee shall use the Equipment only for the use and in the manner for which it was designed and built and so as to subject it only to ordinary wear and tear. The Lessee shall not use or permit any Item of Equipment to be used in such a manner as to cause it to become "tax-exempt use property" as defined in Section 168(h) of the Code. The Lessee shall not use, or permit the use, of any Item of Equipment outside of the continental United States and Canada, and agrees that the Equipment shall be used predominantly in the United States in each taxable year. The Lessee further agrees to use such Items of Equipment in such

manner that a predominant portion of all income and loss from the leasing of the Items of Equipment pursuant to this Agreement shall be treated for Federal income tax purposes as income and loss from sources within the United States.

(b) The Lessee, at its sole expense, shall at all times maintain and service the Equipment, or cause the Equipment to be maintained and serviced, (i) so as to keep the Equipment in as good operating order, repair, condition and appearance as when first delivered and free from perforation, corrosion or other damage, ordinary wear and tear from normal and proper use excepted; (ii) in compliance with Association of American Railroads ("AAR") recommended preventive maintenance procedures and policies and (iii) in accordance with applicable interchange regulations for such Equipment promulgated by the AAR, the United States Department of Transportation or any successor entities having jurisdiction over such matters. The Lessee shall maintain all records, logs, reports, compliance certificates and other materials relating to the Equipment during the Term and in compliance with the requirements of the AAR, the United States Department of Transportation or any other governmental authority having jurisdiction over the Equipment or the Lessee. The Lessee agrees to make all such records, logs, reports, compliance certificates and other materials available to the Owner upon request of the Owner. In no event shall the Lessee cause any Item to be maintained or scheduled for maintenance on a basis less frequent than the maintenance scheduling basis used by the Lessee for similar equipment operating in AAR interchange service.

8.2. Modification. Notwithstanding any provision to the contrary in this Agreement, the Lessee shall make no modification, alteration, change, substitution or other improvement to any Item of Equipment, or any part thereof, that would cause such Item to become "limited use property" within the meaning of Revenue Procedure 76-30. Except as otherwise required by the provisions of Section 7 hereof and except as expressly permitted pursuant to this paragraph, the Lessee shall not modify, alter or improve any Item of Equipment unless the Lessee shall have obtained the prior written approval of the Owner. Notwithstanding the foregoing, the Owner agrees not to withhold its consent to any modification, alteration or improvement if the same shall be required by any governmental agency or regulation. Any parts installed or replacements made by the Lessee upon any Item of Equipment pursuant to Section 7 hereof or pursuant to its obligation to maintain and keep the Equipment in good order, condition and repair under this Section 8 shall in each case be considered accessions to such Item of Equipment and title thereto shall be immediately vested in the Owner without cost or expense to the Owner. The Lessee shall make no other additions or improvements to any Item of Equipment unless the same are readily removable without causing material damage to such Item of

Equipment and without impairing its commercial value. Title to any such readily removable additions or improvements shall remain with the Lessee and such additions or improvements shall be removed by the Lessee at its own expense prior to the return of such Item of Equipment to Owner.

SECTION 9. LIENS ON THE EQUIPMENT.

The Lessee will not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any Item of the Equipment, title thereto or any interest therein except Permitted Encumbrances. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such Lien (and any claim which if unpaid might constitute or become such a Lien) not excepted above if the same shall arise at any time with respect to any Item of the Equipment, but the Lessee shall not be required to pay or discharge any such Lien so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of the Owner or otherwise involve a risk of sale, forfeiture or loss of such Item of Equipment.

SECTION 10. FILING.

(a) Prior to the delivery and acceptance of the first Item of Equipment hereunder, the Lessee will cause this Lease to be duly filed, registered or recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303, and will file, register or record such Lease, and all financing and continuation statements and similar instruments, in such other places within or without the United States as the Owner may reasonably request and will furnish the Owner proof thereof. The 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 rerecord whenever required) any and all amendments or supplements to this Lease, any financing statements or similar instruments, and any and all further instruments required by law or reasonably requested by the Owner, for the purpose of protecting the Owner's title to any Item of Equipment to the satisfaction of the Owner's counsel or for the purpose of carrying out the intention of this Lease. The Lessee will pay all costs, charges and expenses incident to any such filing, refiling, recording and re-recording or depositing and redepositing of any such instruments or incident to the taking of such action.

(b) The Lessee agrees to immediately notify the Owner in writing in the event it becomes aware that any filings or recordings in any public offices are required to be made in order to protect the right, title and interest of the Owner in the Equipment and this Lease and further agrees, at its own expense,

to make all such additional filings and/or recordings and to take all such other actions as the Owner shall reasonably require in order to protect the Owner's right, title and interest.

SECTION 11. INSURANCE; PAYMENT FOR CASUALTY OCCURRENCE.

11.1. Insurance. The Lessee agrees that it will at all times during the term of this Lease and during any return and storage period hereunder and at its own cost and expense keep each Item of Equipment insured against loss by fire, collision, derailment, and explosion with all risk property insurance and with extended coverage at not less than the Casualty Value of such Item of Equipment as of the next following Rent Payment Date and will maintain adequate general public liability insurance with respect to the Equipment against damage because of bodily injury, including death, or damage to property of others, including cross-liability insurance, with minimum limits of fifteen million (\$15,000,000) dollars (subject to a maximum deductible equal to 20% of the Lessee's tangible net worth from time to time), and shall maintain such other insurance coverage with respect to any or all of the foregoing risks as may from time to time be required by the Owner. The Owner shall have the right, if the Lessee's tangible net worth (based on its financial statements) falls below \$ to require the Lessee to have its insurance coverage reviewed by a nationally-recognized insurance broker reasonably acceptable to the Owner and the Lessee. The Lessee shall obtain at its expense any additional insurance coverage recommended by such broker and, in the event the Lessee shall fail to do so within thirty (30) days of such recommendation, the Owner may effect such additional insurance and the Lessee shall reimburse the Owner therefor. All such insurance shall be with insurance companies which are reasonably acceptable to the Owner, shall cover the interest of the Owner (and any assignee of the Owner), including its directors, employees, officers and agents, and the Lessee, as their interests may appear, in the Equipment or, as the case may be, shall provide that the Owner is an additional insured, shall protect the Owner (and any assignee of the Owner), including its directors, employees, officers and agents, and the Lessee, in respect of risks arising out of the condition, maintenance, use, ownership, sale and operation of the Equipment and shall provide that proceeds, if any, in respect to the Equipment shall be payable to the Owner, for distribution to the Owner and the Lessee, as their respective interests may appear. All policies of insurance maintained pursuant to this Section shall provide therein or by endorsement that thirty days' prior written notice of expiration, cancellation or modification shall be given to the Owner. As to the interest of the Owner therein, no such insurance shall be invalidated by any foreclosure or other remedial proceedings or notices thereof relating to the Equipment or any interest therein nor by any change in the title or ownership of the Equipment or any interest therein or with

respect thereto or by use or operation of the Equipment for purposes more hazardous than is permitted by such policy, or by any act, omission, representation or misrepresentation by the Lessee. The Lessee warrants and affirms that it will satisfy all obligations under such policy necessary to keep such insurance in full force and effect. No such policy shall require co-insurance. The Lessee shall furnish the Owner with certificates or other satisfactory written evidence of maintenance of the insurance required hereunder and naming Owner as additional insured on the general public liability insurance and loss payee on the property and casualty insurance by no later than ten Business Days after the date hereof and with respect to any renewal policy or policies shall furnish certificates or binders evidencing such renewal and naming Owner as additional insured and loss payee as soon as practicable but in no event later than ten (10) Business Days after such renewal is effected or the expiration date of the original policy or policies.

Provided that no Default or Event of Default has occurred hereunder, the proceeds of any property or casualty insurance received by the Owner shall be paid (i) to the Lessee following receipt by the Owner of a written application signed by the Lessee for payment of, or to reimburse the Lessee for payment of, the costs of repairing or restoring the Item of Equipment which has been damaged, which application shall be accompanied by an Officer's Certificate of the Lessee stating that no Default or Event of Default is outstanding, or (ii) if this Lease is terminated with respect to such Item of Equipment because of a Casualty Occurrence and the Lessee has paid the Casualty Amount due as a result thereof, in the manner as is provided for the disposition of insurance proceeds in Section 11.5 hereof; provided that, if at the time proceeds are due to the Lessee hereunder there is a Default or Event of Default, such proceeds may be held by the Owner to be applied against liabilities of the Lessee hereunder.

11.2. Duty of Lessee to Notify Owner. In the event that any Item of Equipment shall be or become lost, stolen, destroyed, or, in the reasonable opinion of the Lessee, damaged beyond repair, from any cause whatsoever during the term of this Lease or thereafter while such Item of Equipment is in the possession of the Lessee pursuant to Section 13 or 15 hereof, or remains in an inoperable condition for a period of six (6) months or more, or title or use thereof shall be requisitioned or taken by any governmental authority under the power of eminent domain or otherwise during the term of this Lease for a stated period which exceeds the then remaining term of this Lease, or the Lessee is unable to return any Item of Equipment at the end of the term of the Lease because such Item has been requisitioned or taken by any governmental authority (any such occurrence being hereinafter called a "Casualty Occurrence"), the Lessee shall promptly and fully and in any event within thirty (30) days after it has

knowledge of such Casualty Occurrence inform the Owner in regard thereto and shall pay the Casualty Amount of such Item in accordance with the terms of Section 11.3 hereof.

11.3. Sum Payable for Casualty Loss. The Lessee, on the next succeeding Rent Payment Date or the last day of any storage period pursuant to Section 13 hereof, as the case may be, following its notice to the Owner that a Casualty Occurrence has taken place with respect to any Item of Equipment, shall pay to the Owner (i) any Rent or other sum due on or prior to such date then remaining unpaid and (ii) a sum equal to the Casualty Amount with respect to such Item of Equipment as of the date of such payment. Notwithstanding the foregoing, for a period of six (6) months after the date of such Casualty Occurrence, the Lessee shall not be required to pay such Casualty Amount prior to its receipt of insurance proceeds with respect thereto provided that the Lessee continues to pay, with respect to the Items of Equipment subject to such Casualty Occurrence, the full amount of Rent due hereunder as if such Casualty Occurrence had not occurred.

11.4. Rent Termination. Upon (and not until) payment of all sums required to be paid pursuant to Section 11.3 hereof in respect of any Item or Items of Equipment, the obligation to pay Rent for such Item or Items of Equipment accruing subsequent to the Casualty Amount payment date shall terminate, but the Lessee shall continue to pay Rent for all other Items of Equipment.

11.5. Insurance Proceeds. As to each separate Item of Equipment subject to a Casualty Occurrence, so long as no Default or Event of Default hereunder shall have occurred and be continuing, and provided that the Lessee has paid to the Owner the Casualty Amount attributable thereto and all other amounts required to be paid pursuant to Section 11.3 hereof in connection therewith, the Owner shall pay to the Lessee and the Lessee may retain any insurance proceeds received by the Owner or the Lessee by reason of such Casualty Occurrence. Upon payment of such Casualty Amount and the other amounts required by Section 11.3 hereof to the Owner, the Term of this Lease as to such Item of Equipment shall be deemed to have expired; provided, however, that in the event such Casualty Amount payment shall equal or exceed the then Fair Market Value of the Item of Equipment subject to such Casualty Occurrence, the Owner shall, upon request of the Lessee, transfer title to such Item to the Lessee by quit-claim bill of sale.

11.6. Casualty Amount. The Casualty Amount of each Item of Equipment shall be an amount determined as of the date the Casualty Amount is to be paid as provided in this Section 11 (and not the date of the Casualty Occurrence). The Casualty Value for each Item shall be equal to that percentage of the Equipment Cost

thereof set forth in Schedule 2 hereto as adjusted from time to time in accordance with the Operative Documents.

11.7. Risk of Loss. The Lessee shall bear the risk of loss and, except as hereinabove in this Section 11 provided, shall not be released from its obligations hereunder in the event of any Casualty Occurrence to any Item of Equipment from and after the date hereof and continuing until payment of the Casualty Amount and all rental installments and other sums due on and prior to the date of payment of such Casualty Amount in respect of such Item of Equipment has been made, such Item or the salvage thereof has been disposed of by the Owner and the title to such Item or the salvage thereof and all risk of loss and liabilities incident to ownership have been transferred to the purchaser of such Item or the salvage thereof.

11.8. Eminent Domain. In the event that during the term of the Lease the use of any Item of Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise for an indefinite period or for a stated period which does not exceed the term of this Lease, the Lessee's obligation to pay all installments of Rent and other sums shall continue for the duration of such requisitioning or taking. So long as no Default or Event of Default shall have occurred and be continuing, the Lessee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession.

SECTION 12. ANNUAL REPORTS.

12.1. Duty of Lessee to Furnish. On or before April 1, 1992, and on each April 1 thereafter, the Lessee will furnish to the Owner a certificate of a senior executive officer of the Lessee which shall contain an accurate statement, as of the preceding December 31 (i) showing the amount, description and numbers of the Items of Equipment then leased hereunder, the amount, description and numbers of all Items of Equipment that may have suffered a Casualty Occurrence during the twelve (12) months ending on such December 31 (or since the date of this Lease, in the case of the first such statement), (ii) stating that, in the case of all Equipment repainted during the period covered by such statement, the markings required by Section 4.2 hereof shall have been preserved or replaced, (iii) listing, by railcar number, each unit out of service, (iv) stating that the Lessee is in compliance with the maintenance provisions of the Lease and (v) stating the location of each Item of Equipment.

12.2. Owner's Inspection Rights. The Owner shall have the right, but not the obligation, at its sole cost, expense and risk (except following the occurrence of a Default or an Event of Default, in which event the Lessee shall bear such cost, expense

and risk) by its authorized representatives, to inspect the Equipment and the Lessee's records with respect thereto, at such time as shall be reasonably necessary to confirm the existence and proper maintenance of the Equipment during the continuance of this Lease, provided, however, that the Lessee shall not be liable, except in the case of gross negligence or willful misconduct of the Lessee or of its employees or agents, for any injury to, or the death of, any Person exercising, either on behalf of the Owner or any prospective purchaser, the rights of inspection granted under this Section 12.2. At Owner's request, the Lessee will bear the cost of duplicating the Lessee's inspection records.

12.3. Lessee Financial Statements. The Lessee shall furnish to the Owner, within 120 days after the end of each fiscal year of the Lessee, a balance sheet of the Lessee as of the end of such fiscal year, and a statement of income, shareholders' equity and cash flow for such year, setting forth in each case, in comparative form, the consolidated figures for the previous fiscal year, all in reasonable detail, and accompanied by a certificate of the Controller or Chief Financial Officer of the Lessee stating that such financial statements were prepared in accordance with generally accepted accounting principles, applied on a basis consistent with the preceding fiscal year, and present fairly the financial condition and results of operations of the Lessee as of the end of and for such fiscal year.

SECTION 13. RETURN OF THE EQUIPMENT UPON EXPIRATION OF TERM.

Upon the expiration of the Term of this Lease with respect to any Items of Equipment subject to this Lease, the Lessee will, at its own risk and expense, permit the Owner to store such Items of Equipment at suitable locations (not to exceed three locations) on the Lessee's property for a period not exceeding 90 days and promptly transport the same to a single CSX or Norfolk Southern railroad interchange point in the continental United States (other than Alaska), as directed by the Owner upon not less than thirty (30) days' written notice to the Lessee delivered to the Lessee on or prior to the expiration of such 90-day period. In the event the Owner elects to store the Equipment on the Lessee's premises after the end of such 90 day period, the Owner shall pay to the Lessee a storage charge based on the then customary and fair market value rates of storage in the industry. All movement and, except as provided in the preceding sentence, storage of each such Item is to be at the risk and expense of the Lessee. The Lessee will (i) for 90 days after the end of the Term, at its expense, effect and maintain insurance on the Equipment pursuant to Section 11 and (ii) during any storage period hereunder, permit the Owner or any Person designated by it, including the authorized representative or representatives of any prospective purchaser or lessee of any such Item, to inspect the same, subject to the provisions of Section 12.2 hereof. After

the end of the Term, Items of Equipment shall not be used for revenue service unless the Lessee shall pay the Owner the amount of . . . per Item as a per diem Rent (the "Daily Rent") for each day on which any such Item shall be so used for revenue service. Upon the return of the Equipment, Lessee shall at its own cost and expense have taken all necessary action to assure that each Item of Equipment shall be in the condition required by Sections 7 and 8 hereof, and that each such Item will, subject to ordinary wear and tear (i) meet its design standards and rated capacity, (ii) be in the condition required by the Interchange Rules to enable the same to be sold or leased to a third party for use in interchange service by such third party under a newly assigned reporting mark without further repair, rebuilding, modification, alteration, addition or improvement, (iii) be complete and able to perform the function it was designed to perform (that is, carry cement, free from contamination from the elements and foreign substances), (iv) be able to develop and maintain pressure sufficient to properly unload the contents (and all pressure items, such as piping, gauges, hatch covers, will be in satisfactory operating condition) and (v) be clean and free (both interior and exterior) of product and other miscellaneous debris, and Lessee agrees that no Item shall be considered to have been returned under this Section 13 until Lessee has returned such Item in such condition. In the event any Item of Equipment is not in compliance with the return requirements of this Section 13, the Lessee agrees promptly at its expense to make such repairs as shall be required to conform the Equipment to the requirements of this Section. The assembling, delivery in the required condition, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Owner shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee to so assemble, deliver in the required condition, store and transport the Equipment. Notwithstanding any provisions of this Section 13 to the contrary, in the event that the Owner fails to inspect the Equipment prior to the end of the ninety-day period referred to above in this Section 13, then the Equipment shall be deemed to have been accepted by the Owner as is and the Owner shall have no further claim against the Lessee with respect to the condition thereof.

SECTION 14. DEFAULT.

14.1. Events of Default. Any of the following events shall constitute an Event of Default hereunder:

- (a) Default shall be made in the payment of any part of the Rent or Casualty Amount or any other amounts when required to be paid pursuant to this Lease or any other Operative Agreement and such default shall continue for ten (10) days;

(b) The Lessee shall make or permit any assignment or transfer of this Lease, or of possession of any Item of the Equipment, not permitted by this Lease, and the Lessee shall, in the case of any such assignment or transfer of possession of any Item of the Equipment made without its knowledge or consent, fail to secure a reassignment or retransfer of any such Item of the Equipment within thirty (30) days after receipt of written notice from the Owner so demanding;

(c) The Lessee shall default in (i) the maintenance of the insurance coverage required by Section 11 hereof or (ii) the observance or performance of any other covenant required to be observed or performed by the Lessee under Section 11 hereof (other than any covenant covered by subsection (a) hereof) and such default described in this clause (ii) shall continue for ten (10) days after receipt of written notice of such default from the Owner;

(d) Default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein or in any of the other Operative Agreements (other than any covenant covered by subsection (a) or (c) hereof), and such default shall continue for thirty (30) days after written notice from the Owner to the Lessee, specifying the default and demanding the same to be remedied);

(e) Any representation or warranty made by the Lessee in the Lease or in any of the other Operative Agreements, or in any statement or certificate furnished to the Owner pursuant to or in connection with this Lease or any other Operative Agreement is untrue or incorrect in any material respect as of the date of issuance or making thereof.

(f) Final judgment (not subject to appeal) or judgments for the payment of money aggregating in excess of \$5,000,000 shall be outstanding against the Lessee and any one of such judgments has been outstanding for more than thirty (30) days from the date of its entry and has not been discharged in full or stayed;

(g) The Lessee (i) shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the

appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or (ii) shall consent to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it, and all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, in accordance with the standards set forth in Section 365(b)(1) of the Bankruptcy Code (but solely to the extent such section applies to this Lease) by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of either of them in connection with any such proceeding in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees or receiver or receivers, within thirty (30) days after such appointment, if any, or sixty (60) days after such proceedings shall have been commenced, whichever shall be earlier, or (iii) shall make a general assignment for the benefit of creditors, or (iv) shall fail generally to pay its debts as they become due, or (v) shall take any corporate action to authorize any of the foregoing;

(h) An involuntary case or other proceeding shall be commenced against the Lessee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or

(i) Less than seventy-five (75%) percent of the outstanding shares of capital stock of the Lessee shall be owned beneficially (directly or indirectly) by Blue Circle Industries PLC.

14.2. Remedies. Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, the Owner may, at its option, declare this Lease to be in default, and at any time thereafter, so long as the Lessee shall not have remedied all outstanding Events of Default, the Owner may do one or more of the following as the Owner in its sole discretion shall elect, to the extent permitted by, and subject to compliance with any mandatory requirements of, applicable law then in effect;

(a) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by the Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof;

(b) By notice in writing to the Lessee, terminate this Lease, whereupon all right of the Lessee to the use of the Equipment shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon, the Owner may by its agents enter upon the premises of the Lessee or other premises where any of the Equipment may be located and take possession of all or any of the Items of Equipment and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use such Items for any purpose whatever;

(c) Sell any Item of Equipment at public or private sale, as the Owner may determine, upon not more than five (5) Business Days' notice to the Lessee (which the Lessee agrees is reasonable notice), free and clear of any rights of the Lessee and without any duty to account to the Lessee with respect to such sale or for the proceeds thereof (except to the extent required by paragraph (e) or (f) below if the Owner elects to exercise its rights under said paragraph), in which event the Lessee's obligation to pay Fixed Rent with respect to such Item hereunder due for any periods subsequent to the date of such sale shall terminate (except to the extent that Fixed Rent is to be included in computations under paragraph (e) or (f) below if the Owner elects to exercise its rights under either of said paragraphs);

(d) Hold, keep idle or lease to others any Item of Equipment or any part thereof, as the Owner in its sole discretion may determine, free and clear of any rights of the Lessee and without any duty to account to the Lessee with respect to such action or inaction or for any proceeds with respect thereto, except that the Lessee's obligation to pay Fixed Rent with respect to such Item due for any periods subsequent to the date upon which the Lessee shall have been deprived of use of such Item pursuant to this Section 14 shall be reduced by the net proceeds, if any, received by the Owner from leasing such Item to any person other than the Lessee;

(e) Whether or not the Owner shall have exercised, or shall thereafter at any time exercise,

any of its rights under paragraph (a), (b), (c) or (d) above with respect to any Item of Equipment, the Owner, by written notice to the Lessee specifying a payment date which shall be not earlier than ten (10) days after the date of such notice, may demand that the Lessee pay to the Owner and the Lessee shall pay to the Owner, on the payment date specified in such notice, as liquidated damages for loss of a bargain and not as a penalty (in lieu of the Fixed Rent for such Item of Equipment due after the payment date specified in such notice), any unpaid Rent for such Item of Equipment due for periods prior to the payment date specified in such notice plus whichever of the following amounts the Owner, in its sole discretion, shall specify in such notice: (i) an amount equal to the difference between the present value of all future Fixed Rent for such Item and the present value of the Fair Rental Value (determined as hereafter in this Section 14 provided) of such Item or if the Owner has leased such Item to others pursuant to paragraph (d) above, for the period of such lease the rental payable thereunder in each case for the remainder of the Base Term or then Renewal Term, as the case may be, as of the payment date specified in such notice, such present values to be computed on the basis of a per annum rate of discount from the respective dates upon which such Rent would be paid equal to the then average prevailing interest rate for United States Treasury Notes with a maturity of five years, or (ii) an amount equal to the excess, if any, of the Casualty Amount for such Item as of the Rent Payment Date next preceding the payment date specified in such notice or if such payment date occurs on a Rent Payment Date, then computed as of such Rent Payment Date, over the Fair Market Value of such Item (determined as hereafter in this Section 14 provided) as of the payment date specified in such notice;

(f) If the Owner shall have sold any Item of Equipment pursuant to paragraph (c) above, the Owner, in lieu of exercising its rights under paragraph (e) above with respect to such Item may, if it shall so elect, demand that the Lessee pay to the Owner and the Lessee shall pay to the Owner, as liquidated damages for loss of a bargain and not as a penalty (in lieu of the Fixed Rent for such Item due on Rent Payment Dates subsequent to the Rent Payment Date next preceding such sale), any unpaid Rent for such Item due for periods up to and including the Rent Payment Date next preceding the date of such sale and, if that date is a Rent Payment Date, the Rent due on that date, plus the amount, if any, by which the Casualty Amount of such Item computed as of the Rent Payment Date next

preceding the date of such sale or if such sale occurs on a Rent Payment Date, then computed as of such Rent Payment Date, exceeds the net proceeds of such sale; and

(g) Whether or not the Owner shall have exercised any of its rights under paragraph (e) above other than the right to sell any Item of Equipment, the Owner may in lieu of exercising its rights under paragraph (e) above: (i) retain all Rent and additional sums theretofore paid by the Lessee or received by the Owner in respect of such Item including any such then in possession which, had this Lease not been declared in default, would otherwise be payable to the Lessee hereunder, (ii) may recover from the Lessee all Rent and additional sums accrued and unpaid under any of the terms hereof as of the date of the declaration of default, and (iii) may transfer title to such Item to the Lessee by quit-claim bill of sale and recover from the Lessee as liquidated damages for loss of a bargain, but not as a penalty (in lieu of the Fixed Rent for such Item on Rent Payment Dates subsequent to the date of the declaration of default) an aggregate sum equal to the Casualty Amount for such Item as of the Rent Payment Date next preceding the date on which title is transferred or if such transfer occurs on a Rent Payment Date, then computed as of such Rent Payment Date.

In addition, the Lessee shall be liable, except as otherwise provided above, for any and all unpaid Rent due hereunder before or during the exercise of any of the foregoing remedies and for all actual legal fees and other costs and expenses incurred by reason of the occurrence of any Default or Event of Default or the exercise of the Owner's remedies with respect thereto, including without limitation the repayment in full of any costs and expenses necessary to be expended in repairing or modifying any Item in order to cause it to be in compliance with all maintenance and regulatory standards imposed by this Lease.

For purposes of this Section 14.2, the Fair Rental Value and Fair Market Value for any Item of Equipment shall be determined on the basis of an appraisal of an independent appraiser chosen by the Owner, based upon the criteria for establishing Fair Market Value and Fair Rental Value set forth in Section 19, and the cost of any such appraisal shall be borne by the Lessee.

14.3. Cumulative Remedies. The remedies in this Lease provided in favor of the Owner shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter

in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims of any right to assert any offset against the rent payments due hereunder, and agrees to make the rent payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf in connection with the lease of the Equipment.

14.4. Owner's Failure to Exercise Rights. The failure of the Owner to exercise the rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

14.5. Notice of Event of Default. The Lessee agrees to furnish to the Owner promptly upon any responsible officer becoming aware of any condition which constituted or constitutes a Default or an Event of Default under this Lease written notice specifying such condition and the nature and status thereof. For the purposes of this Section 14.5 a "responsible officer" shall mean, with respect to the subject matter of any covenant, agreement or obligation of the Lessee in this Lease contained, any corporate officer of the Lessee who, in the normal performance of his operational responsibilities, would have knowledge of such matter and the requirements of this Lease with respect thereto.

SECTION 15. RETURN OF EQUIPMENT UPON DEFAULT.

15.1. Lessee's Duty to Return. If the Owner shall terminate this Lease pursuant to Section 14 hereof, the Lessee shall forthwith deliver possession of the Equipment to the Owner. For the purpose of delivering possession of any Item to the Owner as above required, the Lessee shall at its own cost, expense and risk (except as hereinafter stated):

(a) Forthwith place such Item in suitable storage locations (not in excess of three) on the Lessee's property;

(b) Permit the Owner to store such Item at such location for up to 180 days without charge for insurance, rent or storage until such Item has been sold, leased or otherwise disposed of by the Owner, and during such period of storage the Lessee shall continue to maintain all insurance required by Section 11.1 hereof; and

(c) Transport such Item one time to any CSX or Norfolk Southern railroad interchange point in the continental United States (other than Alaska) as the Owner may direct in writing.

Each such Item will be in the condition required by Section 11 hereof and by the Interchange Rules to enable the same to be

sold or leased to a third party for use in interchange service by such third party under a newly assigned reporting mark without further repair, rebuilding, modification, alteration, addition or improvement and Lessee agrees that no Item shall be considered to have been returned under this Section 15 until Lessee has returned such Item in such condition.

15.2. Specific Performance. The assembling, delivery, storage and transporting of the Equipment as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Owner 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 Equipment.

15.3. Owner Appointed Lessee's Agent. Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 15, the Lessee hereby irrevocably appoints the Owner as the agent and attorney of the Lessee solely with respect to this Lease and the Equipment and the transactions contemplated herein, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Items of Equipment to the Owner, to demand and take possession of such Item in the name and on behalf of the Lessee from whomsoever shall be at the time in possession of such Item.

SECTION 16. ASSIGNMENTS BY OWNER.

This Lease, all rights and obligations of the Owner hereunder and all Rent and all other sums due or to become due hereunder may be assigned in whole or in part by the Owner with the consent of the Lessee, which consent shall not be unreasonably withheld or delayed, provided that no consent shall be required in the event of a transfer by the Owner to one of its Affiliates or to a transferee which has, or which is a direct or indirect subsidiary of an entity which has, a net worth of at least one hundred million (\$100,000,000) dollars and which is not construed to be a competitor of the Lessee. Upon consent of the Lessee, if required, or notice to the Lessee of any such assignment, the rent and other sums payable by the Lessee which are the subject matter of the assignment shall be paid to or upon the written order of the assignee.

SECTION 17. ASSIGNMENTS BY LESSEE; USE AND POSSESSION

17.1 Lessee's Rights to the Equipment; Sublease. So long as no Default or Event of Default shall have occurred and be continuing, the Lessee shall be entitled to the peaceful possession and use of the Equipment in accordance with the terms of the Lease but, without the prior written consent of the Owner, the Lessee shall not assign, transfer or encumber its leasehold interest under this Lease in any of the Equipment. The Lessee

shall not, without the prior written consent of the Owner, enter into any sublease with respect to, part with the possession or control of, or suffer or allow to pass out of its possession or control, any Item of Equipment, except pursuant to a sublease which (a) shall be for a term not extending beyond the Term of this Lease, (b) shall be made expressly subordinate to the rights of the Owner and otherwise to the extent permitted by the provisions of Section 17.2 hereof and (c) shall be with a sublessee at least seventy-five (75%) percent of the outstanding shares of capital stock of which are owned beneficially (directly or indirectly) by Blue Circle Industries PLC or if not so owned, shall be for a term not exceeding six months. Notwithstanding the foregoing, no Item of Equipment shall be subleased to, or used by, any person or entity if such sublease or use would violate the terms of any of the other Operative Documents.

The rights of any sublessee who receives possession by reason of a sublease permitted by this Section 17.1 (a "Permitted Sublessee") shall be subject and subordinate to, and any sublease permitted by this Section 17.1 shall be made expressly subject and subordinate to, each and every term, condition and provision of this Lease, including, without limitation, the Owner's rights to repossession pursuant to Section 14 of this Lease and to avoid such sublease upon such repossession. No such sublease shall in any way discharge or diminish any of the Lessee's obligations hereunder, and the Lessee shall remain primarily liable hereunder for the performance of all the terms, conditions and provisions of this Lease to the same extent as if such sublease had not occurred.

17.2. Use and Possession in Railroad Operations. Notwithstanding the foregoing, the Lessee shall at no time throughout the term of this Lease assign or permit the assignment of or permit any sublessee to assign or permit the assignment of, any Item of Equipment for use in service (including, without limitation, the regular operation or maintenance thereof) outside the continental United States and Canada, and agrees that the Equipment shall be used predominantly in the United States in each taxable year.

SECTION 18. OPTIONS TO PURCHASE; RENEWAL TERM.

18.1. Option to Purchase. So long as no Default or Event of Default has occurred and is continuing, the Lessee shall have the right upon no more than 210 and no less than 180 days' prior written notice to the Owner to purchase all, but not less than all, of the Equipment on the following dates: (i) on the date of the expiration of the Base Term at a price equal to the greater of (a) the Fair Market Value of the Equipment, determined in accordance with Section 19 hereof, at the end of the Base Term, and (b) of the Total Equipment Cost thereof; provided that in no event shall such purchase price exceed the Appraised Inflated

Fair Market Value; or (ii) on the date of the expiration of the Renewal Term at a price equal to the Fair Market Value of the Equipment, determined in accordance with Section 19 hereof, on such date.

18.2. Automatic Renewal. So long as no Default or Event of Default shall have occurred and be continuing, in the event the Lessee does not purchase the Equipment pursuant to Section 18.1(i) hereof, then this Lease shall be automatically renewed with respect to all, but not less than all of the Equipment, for a one (1) year Renewal Term commencing at the end of the Base Term. All of the provisions of this Lease shall be applicable during the Renewal Term except that Fixed Rent for the Renewal Term shall be equal to _____ of the Total Equipment Cost on the date of this Lease, or such other percentage as shall be set forth on Schedule 3 hereto.

18.3. Delivery of Equipment. Unless the Lessee has elected to exercise its option to purchase the Items of Equipment then leased hereunder as provided in this Section 18, all of such Items of Equipment shall be returned to the Owner at the end of the Renewal Term in accordance with Section 13 hereof.

SECTION 19. DETERMINATION OF FAIR MARKET VALUE AND FAIR RENTAL VALUE.

For purposes of Sections 11.5, 14 and 18 hereof, Fair Market Value and Fair Rental Value shall be determined by an independent appraiser selected by the Owner which appraiser, solely in the case of any appraisal for purposes of Section 18 hereof, shall also be reasonably acceptable to the Lessee, on the basis of the value which would obtain in an arm's-length transaction between an informed and willing buyer-user or lessee and an informed and willing seller or lessor under no compulsion to sell, buy or lease. Any such determination shall be made (i) on the assumption that the Equipment is in the condition and state of repair required by this Lease, including the return conditions specified in Section 13, (ii) as respects Fair Rental Value, on the basis of a lease, having terms and conditions (other than the amount of Rent) similar to the terms and conditions of this Lease, and (iii) giving effect to the removal of any parts which remain the property of the Lessee under the provisions of Section 8 hereof. All costs and expenses of any appraisal procedure pursuant to this Section 19 shall be borne by the Lessee.

SECTION 20. INTEREST ON OVERDUE RENTALS AND AMOUNT PAID BY OWNER.

Anything to the contrary herein contained notwithstanding, any nonpayment of Rent or other sums due hereunder shall result in the additional obligation on the part of the Lessee to pay also an amount equal to interest at the Late Rate on such overdue

amounts for the period of time during which they were overdue and not repaid.

SECTION 21. MISCELLANEOUS.

21.1. Notices. Any notice provided for in this Lease shall be in writing or by a telecommunications device capable of creating a written record, and shall be effective (a) upon personal delivery thereof, including, without limitation, by overnight mail and courier service, (b) five (5) days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (c) in the case of notice by such a telecommunication device, when properly transmitted, with confirmed answerback, addressed to each party at the following addresses:

If to the Owner:

National Westminster Bank PLC,
New York Branch
175 Water Street
New York, New York 10038
Attention: Richard Freedman
Vice President
(Facsimile # 212-602-4209)

with a copy to:

Rosenman & Colin
575 Madison Avenue
New York, New York 10022
Attention: Shephard W. Melzer, Esq.
(Facsimile # 212-940-8776)

If to the Lessee:

Blue Circle Inc.
c/o Blue Circle Cement Inc.
1800 Parkway Place
Marietta, Georgia 30067
Attention: James R. McMillin
(Facsimile # 404-423-4738)

with a copy to:

Peter Dean, Esq.
Sutherland, Asbill & Brennan
999 Peachtree Street Northeast
Atlanta, Georgia 30309-3996
(Facsimile # 404-853-8806)

or as to any of the foregoing parties at such other address as such party may designate by notice duly given in accordance with this Section to the other parties.

21.2. Right of Owner to Perform. If the Lessee shall fail to comply with any of its covenants herein contained, the Owner may, but shall not be obligated to, make advances to perform the same and to take all such action as may be necessary to obtain such performance. Any payment so made by any such party and all costs and expenses (including, without limitation, actual attorneys' fees and expenses) incurred in connection therewith shall be payable by the Lessee to the party making the same upon demand as Additional Rent hereunder, with interest thereon at the Late Rate. No such action shall be deemed a repossession of any of the Equipment, and no such advance, performance or other act shall be deemed to relieve the Lessee from any default hereunder.

21.3. Further Assistance. At any time and from time to time upon the request of the Owner, the Lessee, at its expense, shall execute, deliver and acknowledge or cause to be executed, delivered and acknowledged, such further documents and instruments and do such other acts and things as the Owner may reasonably request in order to effect fully the purposes of the Operative Agreements.

21.4. Capitalized Terms. The capitalized terms used in this Lease shall have the respective meanings indicated in Annex I hereto unless elsewhere defined herein. Where any provision in this Lease refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such Person.

21.5. Accounting Principles. Where the character or amount of any asset or liability or item of income or expense is required to be determined or any consolidation or other accounting computation is required to be made for the purposes of this Lease, this shall be done in accordance with generally accepted accounting principles at the time in effect, to the extent applicable, except where such principles are inconsistent with the requirements of this Lease.

21.6. No Waiver. No delay or omission to exercise any right, power or remedy accruing to the Owner upon any breach or default by the Lessee under this Lease shall impair any such right, power or remedy of the Owner, nor shall any such delay or omission be construed as a waiver of any breach or default, or of any similar breach or default hereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Lease must be in writing, but any breach or default, once waived in writing, shall not be deemed to be continuing for any purpose of the

Operative Agreements. All remedies either under this Lease or by law afforded to the Owner shall be cumulative and not alternative.

21.7. Execution in Counterparts. This Lease, and any lease supplemental hereto, may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument; provided, however, that to the extent that this Lease constitutes chattel paper (as such term is defined in the Uniform Commercial Code) no security interest in this Lease may be created through the transfer or possession of any counterpart hereof.

21.8. Law Governing. This Lease shall be construed in accordance with the internal laws and decisions (as opposed to conflicts of law provisions) of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by any applicable federal statute, rule or regulation.

21.9. Headings and Table of Contents. All Section headings and the Table of Contents are inserted for convenience only and shall not affect any construction or interpretation of this Lease.

21.10. Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall be as to such jurisdiction ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

21.11. True Lease. It is the intent of the parties to this Lease that it will be a true lease and not a "conditional sale" and that the Owner shall at all times be considered to be the owner of the Equipment which is the subject of this Lease for the purposes of all federal, state, city and local income taxes or for franchise taxes measured by net income, and that this Lease conveys to the Lessee no right, title or interest in the Equipment except as lessee. Lessee shall not take any position for tax or financial reporting purposes which is inconsistent with the provisions of this Section 21.11.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

**NATIONAL WESTMINSTER BANK PLC,
NEW YORK BRANCH**

By:  _____ Title
DAVID F. D'NEALEY
Vice President

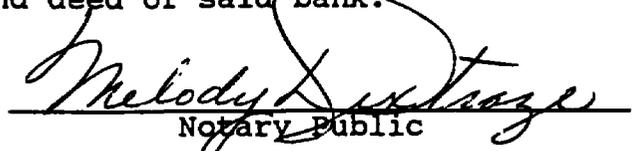
BLUE CIRCLE INC.

By: _____ Title

By: _____ Title

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

On this 11th day of February, 1992, before me personally appeared David F. Brealey, to me personally known, who, being by me duly sworn, says that he is a _____ Vice President of National Westminster Bank Plc, New York Branch, that he is duly authorized to sign said instrument on behalf of said bank and he acknowledged that he executed the foregoing instrument on February 11th 1992 and that the execution of the foregoing instrument was the free act and deed of said bank.


Notary Public

My Commission Expires:

[Notary Seal]

MELODY DEXTRAZE
Notary Public, State of New York
No. 31-4757299
Qualified in New York County
Commission Expires September 30, 1992

STATE OF _____)
 : ss.:
COUNTY OF _____)

On this ____ day of February, 1992, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of Blue Circle Inc., that he is duly authorized to sign said instrument on behalf of said corporation and he acknowledged that he executed the foregoing instrument on February __, 1992 and that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires:

[Notary Seal]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

NATIONAL WESTMINSTER BANK PLC,
NEW YORK BRANCH

By: _____ Title

BLUE CIRCLE INC.

By: Brian Sabach _____ Title
Treasurer

By: Fredrick J. Kerf _____ Title
Vice President & CFO

STATE OF Georgia)
COUNTY OF Cobb)

On this 11th day of February 1992, before me personally appeared Brian Sabach, to me personally know, who, being by me duly sworn, says that he is Treasurer of Blue Circle, Inc., that he is duly authorized to sign said instrument on behalf of said corporation and he acknowledged that he executed the foregoing instrument on February 11, 1992 and that the execution of the foregoing instrument was the free act and deed of said corporation.

J. S. Coker
Notary Public

My Commission Expires:

No. 15,000-0000 of State, Georgia
My Commission Expires 12-31-1993

[Notary Seal]

ANNEX I
TO EQUIPMENT LEASE AGREEMENT
DEFINITIONS

General Provisions

Unless the context otherwise requires, (i) references to agreements shall be deemed to mean and include such agreements as the same may be amended and supplemented from time to time, and (ii) references to parties to agreements shall be deemed to include the successors and permitted assigns of such parties.

Defined Terms

"Additional Rent" shall mean all amounts, liabilities and obligations (other than Fixed Rent) which the Lessee is obligated to pay under the Lease, including, but not limited to, Daily Rent and Casualty Amount payments.

"Affiliate" shall mean a Person (i) which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under a common control with, the Owner, (ii) which beneficially owns or holds 5% or more (by number of votes) of any class of the Voting Stock of the Owner or (iii) 5% or more (by number of votes) of the Voting Stock (or in the case of a Person which is not a corporation, 5% or more of the equity interest) of which is beneficially owned or held by the Owner. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Appraised Inflated Fair Market Value" shall mean % of the Equipment Cost for all of the Items of Equipment then on Lease, which amount constitutes the estimated fair market sales value of such Equipment at the end of the Base Term, based on the projected rate of inflation during the Base Term.

"Bankruptcy Code" shall mean the Bankruptcy Code of 1978, as amended from time to time, 11 U.S.C. § 101 et seq.

"Base Term" shall have the meaning specified in Section 3 of the Lease.

"Business Day" shall mean any day other than a Saturday, Sunday or day on which banks in the state of New York are authorized or permitted to be closed.

"Casualty Amount" shall mean the sum of the Casualty Value of any Item of Equipment plus such amounts as will compensate the Owner for any loss, cost or expense incurred by the Owner in connection with payment of the Casualty Value as a result of the redeployment of funds at then current market rates in an amount equal to the amount of such payment.

"Casualty Occurrence" shall have the meaning specified in Section 11.2 of the Lease.

"Casualty Value" shall mean the amount determined in accordance with Schedule 2 to the Lease, as amended from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Daily Rent" shall mean the per diem rental amount required pursuant to Section 13 hereof.

"Default" under the Lease shall mean any event which would constitute an Event of Default under the Lease if any requirement in connection therewith for the giving of notice or the lapse of time, or both, had been satisfied.

"Equipment" shall mean collectively those items of railroad rolling stock described in Schedule 1 to the Lease, together with any and all accessions, additions, improvements and replacements from time to time incorporated or installed on any item thereof which are the property of the Owner pursuant to the terms of the Lease, and **"Item"** or **"Item of Equipment"** shall mean individually the various items thereof.

"Equipment Closing Date" shall mean February 11, 1992.

"Equipment Cost" shall mean, for each Item of Equipment, the amount of \$.

"Equipment Lease" or **"Equipment Lease Agreement"** - See "Lease."

"Fair Market Value" shall mean with respect to the Equipment or any Item thereof, the fair market sales value of the Equipment or such Item, determined in accordance with Section 14 and/or Section 19 of the Lease, as the case may be.

"Fair Rental Value" shall mean with respect to the Equipment or any Item thereof, the fair market rental value of the Equipment or such Item, determined in accordance with Section 14 and/or Section 19 of the Lease, as the case may be.

"Fixed Rent" shall mean all rent payable pursuant to Section 2.1(a) of the Lease for the Base Term and all Rent payable pursuant to Section 18.2 of the Lease for the Renewal Term, if any.

"Indemnified Parties" shall mean the Owner, National Westminster Bank PLC, and successors, assigns, agents, servants, officers, directors and employees of each of the foregoing.

"Interchange Rules" shall have the meaning specified in Section 7 of the Lease.

"Item of Equipment" or **"Item"** shall mean each item of the Equipment.

"Late Rate" shall mean interest at the annual rate equal to the lesser of (a) the highest rate permitted by applicable law and (b) 1% over the Prime Rate.

"Lease" or **"Lease Agreement"** or **"Equipment Lease"** shall mean the Equipment Lease Agreement dated as of February 11, 1992 between the Owner, as lessor, and the Lessee, as lessee, as amended or supplemented from time to time.

"Lease Supplement" shall mean the Lease Supplement, substantially in the form of Exhibit A to the Lease, entered into between the Owner and the Lessee, covering the Equipment.

"Lessee" shall mean Blue Circle Inc., an Alabama corporation.

"LIBOR Rate" shall mean the interest rate per annum quoted by National Westminster Bank Plc, as of 11:00 a.m. London time on the day which is two Business Days prior to the first day of the Renewal Term, as the interest rate offered in the London interbank market for deposits in Dollars for delivery on the first day of the Renewal Term in an amount comparable to the approximate aggregate amount of the remaining Fixed Rentals due during the Renewal Term.

"Lien" shall mean any mortgage, pledge, security interest, lien, encumbrance or other charge of any kind on property.

"Officer's Certificate" shall mean a certificate signed in the case of a corporation by the Chairman of the Board, the President or any Vice President, the Treasurer or an Assistant Treasurer of such corporation, in the case of a partnership by the Chairman of the Board, the President or any Vice President, the Treasurer or an Assistant Treasurer of a corporate general partner, and in the case of a commercial bank or trust company, the Chairman or Vice Chairman of the Executive Committee of the Treasurer, any Trust Officer, any Vice President, any Executive

or Senior or Second or Assistant Vice President, or any other officer or assistant officer customarily performing the functions similar to those performed by the Persons who at the time shall be such officers, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with the particular subject.

"Operative Agreements" shall mean and include the Lease, the Lease Supplement, the Tax Indemnity Agreement, and all other agreements, instruments and other documents entered into in connection therewith.

"Owner" shall mean National Westminster Bank PLC acting by and through its New York Branch.

"Permitted Contest" shall mean a good-faith contest which each Indemnified Party determines will be conducted in a manner so as to prevent the imposition of any criminal penalty on, or adverse effect on the title, property or right of, such Indemnified Party, of the legality or validity of any of the taxes, assessments, levies, fees or other governmental charges, or other claims, Liens or impositions which, under the terms of the Lease, are required to be paid or discharged by the Lessee or the Owner, as the case may be, but for such contest.

"Permitted Encumbrances" with respect to the Equipment and each Item thereof, shall mean (i) the interest of the Lessee and the Owner, respectively, under the Lease; (ii) any Liens thereon for taxes, assessments, levies, fees and other governmental and similar charges not due and payable or the amount or validity of which is being contested by a Permitted Contest; and (iii) any Liens of mechanics, suppliers, materialmen and laborers for work or services performed or materials furnished in connection with the Equipment or any Item thereof which are not due and payable or the amount or validity of which is being contested by a Permitted Contest.

"Permitted Sublessee" shall have the meaning specified in Section 17.1 of the Lease.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization, and a government or agency or political subdivision thereof.

"Prime Rate" shall mean the rate announced from time to time by National Westminster Bank Plc as its prime rate. The "Prime Rate" is one of several base rates used by National Westminster Bank Plc that serve as a basis upon which effective rates of interest are calculated for loans making references thereto and may not be the lowest of National Westminster Bank Plc's rates.

"Renewal Term" shall mean the term, if any, in respect of which the Lessee shall have exercised its option to renew the Lease pursuant to Section 18 thereof.

"Rent" shall mean all Fixed Rent and Additional Rent.

"Rent Payment Dates" shall mean February 11, 1992 and the seventh day of each calendar month thereafter during the Term of the Lease.

"Tax Indemnity Agreement" shall mean the Tax Indemnification Agreement dated as of February 11, 1992 between the Lessee and the Owner.

"Term" shall mean the full term of the Lease, including the Base Term and the Renewal Term, if any, subject to the provisions of Sections 14 of the Lease.

"Total Equipment Cost" shall mean, as of the date hereof, the amount of \$ _____, or, after the date hereof such other amount as shall constitute the sum of the Equipment Cost for all Items of Equipment then being leased pursuant to the terms of this Lease (including any Items of Equipment in respect of which Casualty Amounts may be payable but which have not been paid).

"Voting Stock" shall mean Securities of any class or classes of a corporation, the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or persons performing similar functions).

SCHEDULE 1 TO EQUIPMENT LEASE AGREEMENT

<u>Equipment Description</u>	<u>Number of Units</u>	<u>Equipment Numbers</u>
100 ton, 3,000 cubic foot capacity pressure differential covered hoppers built in 1974-1975 by North American Car Corporation	56	BCAX 10201-10256

EXHIBIT A

LEASE SUPPLEMENT, dated as of February 11, 1992, between **NATIONAL WESTMINSTER BANK PLC**, an English bank acting by and through its New York Branch ("**Owner**"), and **BLUE CIRCLE INC.**, an Alabama corporation ("**Lessee**").

W I T N E S S E T H :

WHEREAS, Owner and Lessee concurrently herewith are entering into an Equipment Lease Agreement (the "**Lease**") dated as of February 11, 1992; and

WHEREAS, the Lease provides for the execution of a Lease Supplement substantially in the form hereof for the purposes of leasing the Equipment under the Lease as and when delivered by Owner to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Owner and Lessee hereby agree as follows:

1. Owner hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Owner, under the Lease as hereby supplemented, the Items of Equipment listed on Schedule 1 hereto.

2. Lessee hereby confirms to Owner that Lessee has inspected and approved such Items of Equipment for all purposes hereof and of the Lease, that such Items have been unconditionally accepted by Lessee under the Lease, and that such Items are in accordance with all applicable mechanical specifications for such Equipment and in good working order and Lessee has no knowledge of any defect in any such Items, whether with respect to design, manufacture, condition or otherwise.

3. The Total Equipment Cost for the Equipment leased hereunder is \$ _____ and the Equipment Cost of each Item of Equipment leased hereunder is \$ _____ .

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Owner for each Item of Equipment leased hereunder as provided for in the Lease.

5. All of the provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein. Capitalized terms used herein without definitions shall have the respective meanings set forth in the Lease.

6. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

7. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Owner and Lessee have caused this Lease Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

**NATIONAL WESTMINSTER BANK PLC,
New York Branch**

By: _____
Title:

BLUE CIRCLE INC.

By: _____
Title:

By: _____
Title:

SCHEDULE 1 TO EQUIPMENT LEASE SUPPLEMENT

<u>Equipment Description</u>	<u>Number of Units</u>	<u>Equipment Numbers</u>
100 ton, 3,000 cubic foot capacity pressure differential covered hoppers built in 1974-1975 by North American Car Corporation	56	BCAX 10201-10256