



SUBLEASE AND ASSIGNMENT

This SUBLEASE AND ASSIGNMENT, dated as of the 7th day of May, 1981, by and between MARVIN'S INC., a corporation organized under the laws of the State of Delaware (herein called "Marvin's"), and MARVIN'S-PELHAM, INC., a corporation organized under the laws of the State of Alabama (herein called "Marvin's-Pelham")

R E C I T A L S:

As of the date hereof Pelmar, Ltd., an Alabama limited partnership (herein called "Pelmar") has entered into that certain Lease Agreement (herein called the "Lease") between the City of Pelham, a municipal corporation under the laws of Alabama (herein called the "City"), as lessor, and Pelmar, as lessee, by which the City has leased to Pelmar that certain "Project" which is specifically described in the Lease. The Lease appears of record in the office of the Judge of Probate of Shelby County, Alabama, in Deed Book 332 at Pages 671 to 751, inclusive, and all of the provisions of the Lease are incorporated herein by reference as if set out herein in full.

Pelmar has heretofore subleased the Project, and assigned all of its rights and obligations under the Lease to Marvin's, and Marvin's has accepted such assignment, has entered into the aforesaid sublease of the Project, and has agreed to perform all the obligations of Pelmar under the Lease. Marvin's now wishes to sublease the Project, and to assign all of its rights and obligations under the Lease to Marvin's-Pelham, and Marvin's-Pelham is willing to accept

This instrument was prepared by
WYATT R. HASKELL
1710 First National - Southern Natural Bldg.
BIRMINGHAM, ALABAMA

Executed in 5 Counterparts of
Which This is Counterpart # 2

such assignment, to enter into the aforesaid sublease of the Project, and to perform all the obligations of Pelmar under the Lease. To that end Marvin's and Marvin's-Pelham have entered into this Sublease and Assignment.

NOW, THEREFORE, the premises considered, Marvin's and Marvin's-Pelham do hereby agree as follows:

Section 1. Sublease of the Project. Marvin's does hereby sublease the Project to Marvin's-Pelham, on all of the terms and conditions contained in the Lease. Marvin's-Pelham hereby accepts said sublease, and agrees to perform all the obligations of Pelmar under the Lease.

Section 2. Assignment of Obligations of Marvin's under the Lease to Marvin's-Pelham. Marvin's does hereby assign to Marvin's-Pelham all of its rights and obligations under the Lease, as well as its entire interest in the Project, and Marvin's-Pelham does hereby accept said assignment and agrees to perform all of the aforesaid obligations of Pelmar under the Lease.

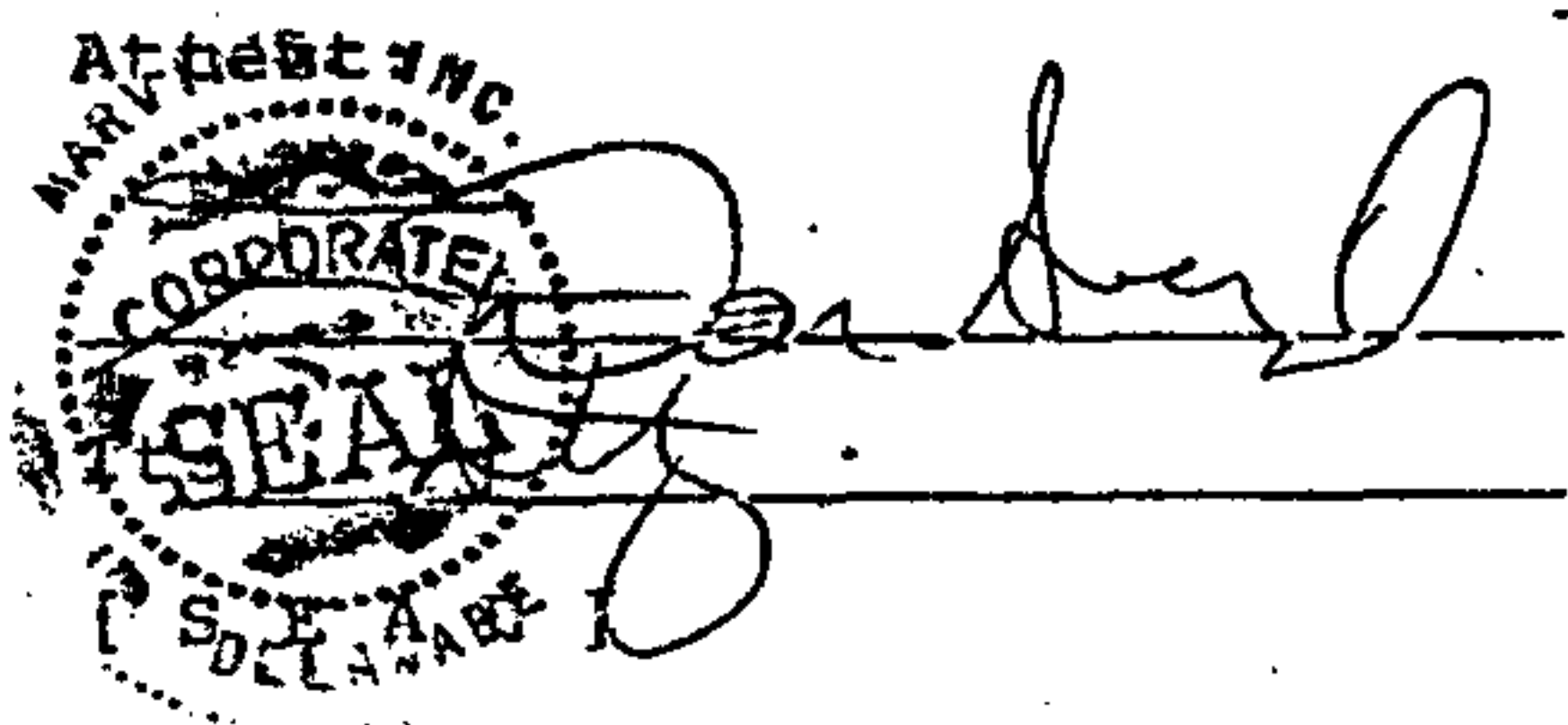
Section 3. Pelmar and Marvin's to Remain Liable. Notwithstanding the foregoing assignment and sublease, Pelmar and Marvin's shall remain primarily liable to the City for the performance of all the obligations of Pelmar under the Lease, and this sublease and assignment shall not in any way relieve Pelmar or Marvin's of the duty to perform any of said obligations.

IN WITNESS WHEREOF, Marvin's and Marvin's-Pelham have caused this agreement to be executed in their respective

names, have caused their respective corporate seals to be hereunto affixed, and have caused this agreement to be attested, each by its duly authorized officers, all as of the 7th day of May, 1981.

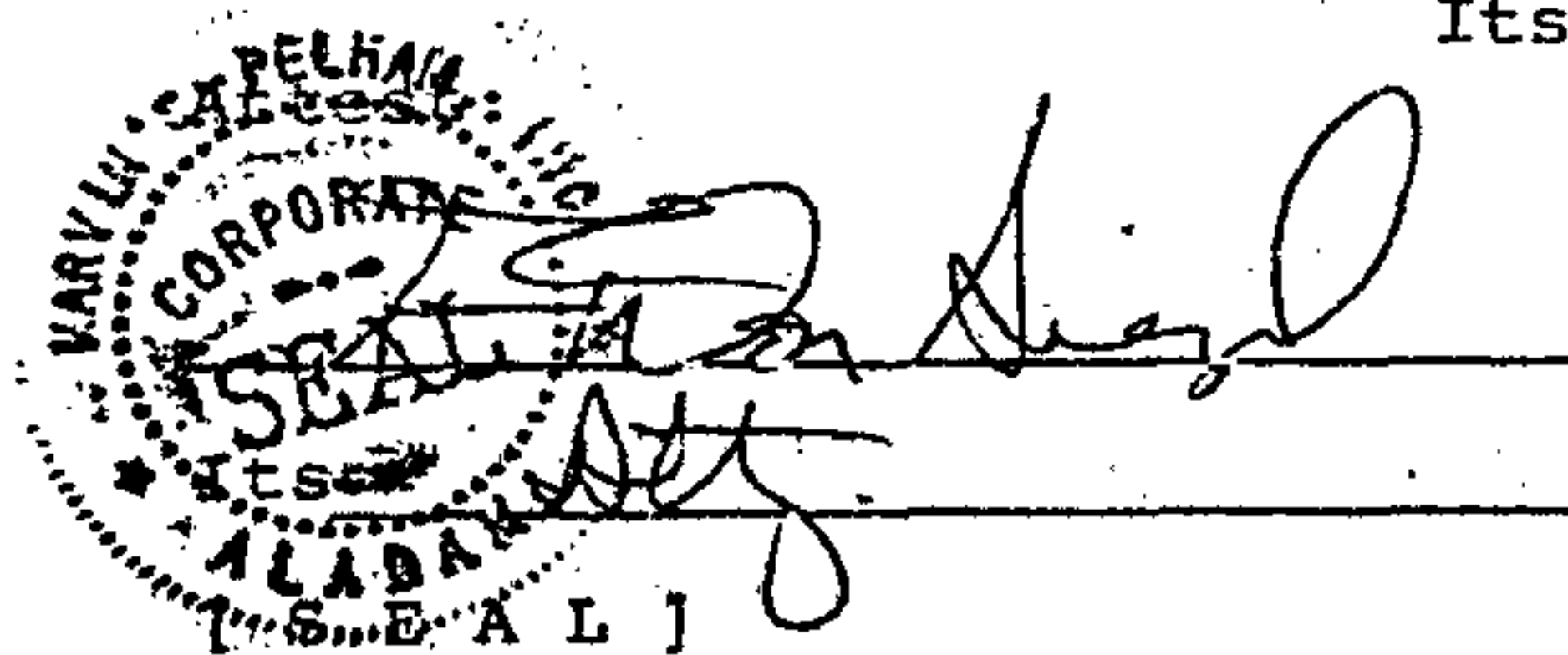
MARVIN'S INC.

By *Alfred J. Kelly*
Its *Secretary*



MARVIN'S-PELHAM, INC.

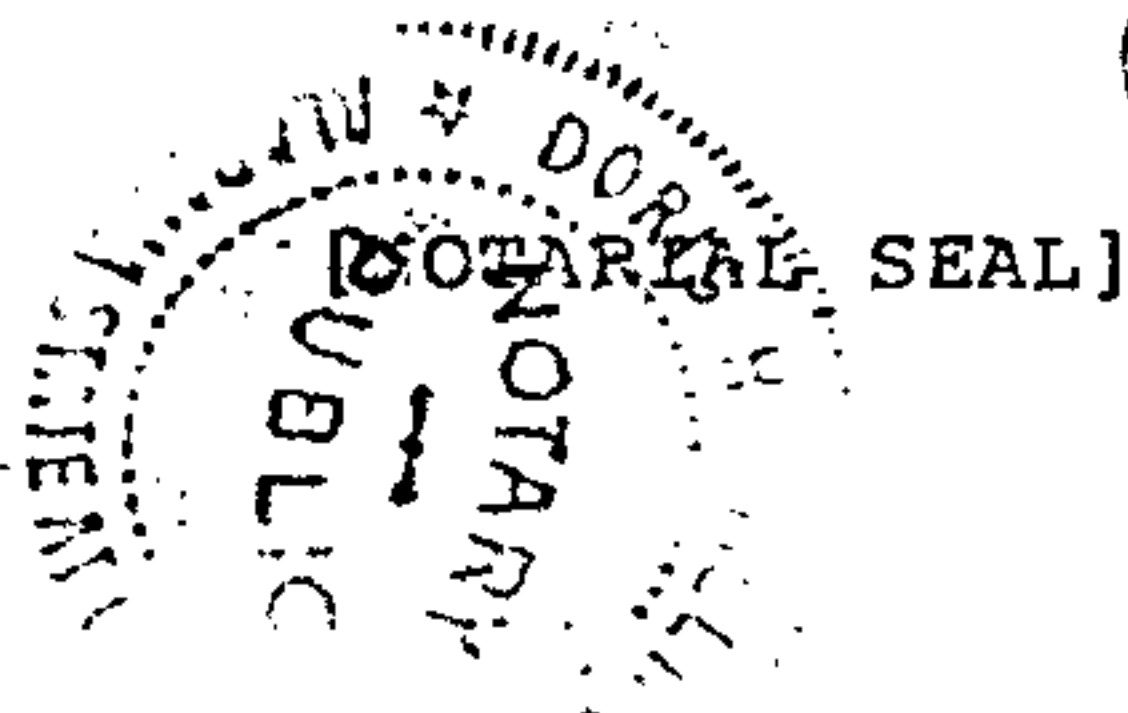
By *Alfred J. Kelly*
Its *Secretary*



STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Doris H. Williford, a Notary Public
in and for said county in said state, hereby certify that
Alfred S. Cohn, whose name as Secretary
OF MARVIN'S INC., a corporation under the laws of the State
of Delaware, is signed to the foregoing instrument and who
is known to me, acknowledged before me on this day that,
being informed of the contents of the said instrument, he,
as such officer and with full authority, executed the same
voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 7th
day of May, 1981.



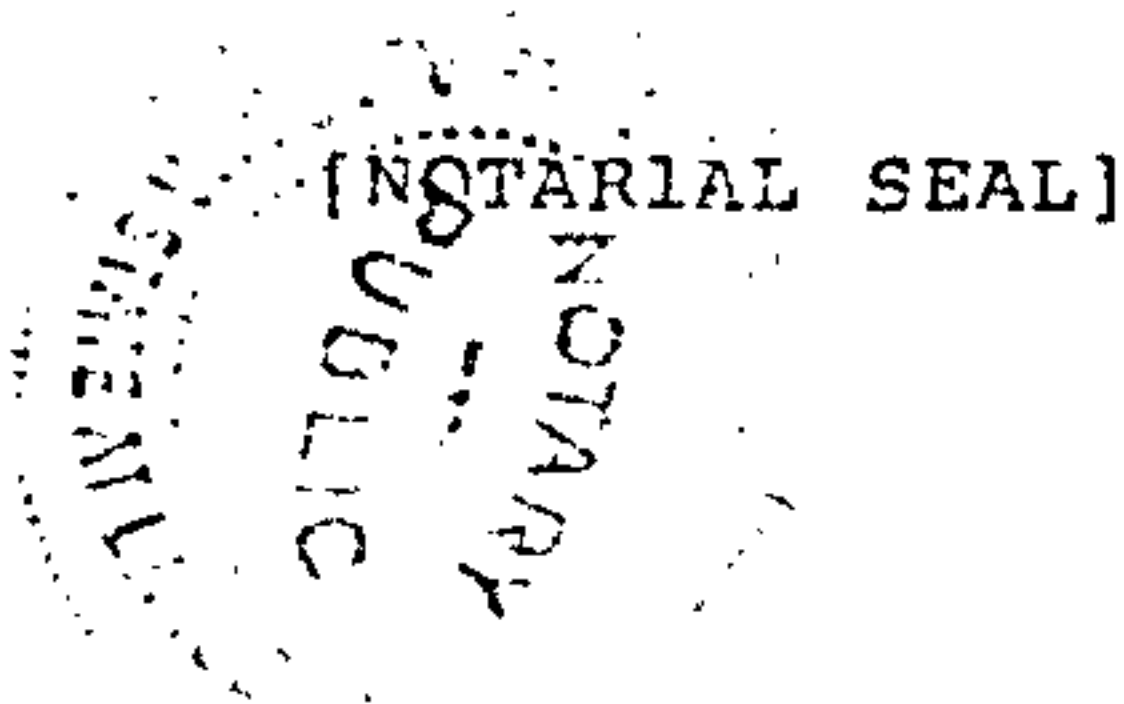
Doris H. Williford
Notary Public
4-9-85

BOOK 332 PAGE 755

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, Doris H. Williford, a Notary Public
in and for said county in said state, hereby certify that
Alfred S. Cohn, whose name as Secretary
OF MARVIN'S-PELHAM, INC., a corporation under the laws of
the State of Alabama, is signed to the foregoing instrument
and who is known to me, acknowledged before me on this day
that, being informed of the contents of the said instrument,
he, as such officer and with full authority, executed the
same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this 7th
day of May, 1981.



Doris H. Williford
Notary Public
4-9-85

57 MAY 10 1981

Rec. 6.00
Ind. 1.00
7.00