

3027

LEASE-PURCHASE ASSIGNMENT

STATE OF ALABAMA

COUNTY OF SHELBY

FOR VALUE RECEIVED, the undersigned does hereby transfer and assign, with right of reassignment, all of its right, title and interest, in and to that certain Lease-Purchase Agreement (including real and personal property), dated *ms dr* October 25, 1967, by and between COLUMBIANA INDUSTRIAL DEVELOPMENT CORPORATION, Lessor, and HACKNEY ~~CORPORATION~~ *ms dr* CORPORATION, Lessee, and all amendments thereto, copy of which is attached hereto and incorporated herein and identified as Exhibit "A", including all repurchase options between the parties, and all rentals due or to become due from the property owned by Lessor and hereinafter described, and occupied by Lessee, to SMALL BUSINESS ADMINISTRATION (hereinafter called Assignee), its successors and assigns, as additional collateral to secure a loan made by said Assignee to COLUMBIANA INDUSTRIAL DEVELOPMENT CORPORATION, (hereinafter called Lessor/Assignor) evidenced by a promissory Note in the amount of \$261,900.00 dated February 20, 19 69. The premises covered by said Lease-Purchase Agreement are described in said Exhibit "A" attached hereto, incorporated herein and made a part hereof.

AND, IT IS HEREBY AGREED that Lessor/Assignor will notify Assignee immediately upon any change whatsoever in the occupancy above set forth; and,

IT IS HEREBY AGREED that Lessor/Assignor may collect said rentals as Constructive Trustee for Assignee, so long as said loan is current in all respects, and promptly remit to SMALL BUSINESS ADMINISTRATION the sum required for the orderly retirement of monthly installments under the Note as they accrue; provided, however, in the event of default, at the sole discretion of Assignee, remittances may be made by tenant(s) directly to SMALL BUSINESS ADMINISTRATION to be applied by it, in its sole discretion against the indebtedness; and,

IT IS HEREBY AGREED that Lessee will evidence receipt of notification of this Assignment by affixing its signatures to this instrument; and,

THIS ASSIGNMENT Shall remain in force and effect for the term of the Lease-Purchase Agreement or any renewal(s) thereof and until said Loan has been paid in full to SMALL BUSINESS ADMINISTRATION, at which time this Assignment will end, and this instrument shall become null and void, and functus officio, and the parties hereto shall revert to their original positions.

8-18-75
See release of Ford Motor Credit Co. Mail B/H 12 Page 346
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WITNESS THE SEALS of the Corporations and the signatures of their duly authorized officers, this the 20 day of February, 19 69.

(CORPORATE SEAL)

(LESSOR/ASSIGNOR) COLUMBIANA INDUSTRIAL DEVELOPMENT CORPORATION

ATTEST:

[Signature] (L.S.)
Secretary

BY J. T. McDow (L.S.)
President

STATE OF ALABAMA

COUNTY OF SHELBY

I, THE UNDERSIGNED, a Notary Public in and for said County in said State, hereby certify that J. T. McDow, whose name as President of COLUMBIANA INDUSTRIAL DEVELOPMENT CORPORATION, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 20 day of February, 19 69

My Commission Expires:

9-5-69

[Signature]
Notary Public

(CORPORATE SEAL)

(LESSEE)

HACKNEY ~~MANUFACTURING~~ CORPORATION

ATTEST:

[Signature] (L.S.)
Secretary

BY Thomas Merrill Hackney (L.S.)
President

STATE OF ALABAMA

COUNTY OF Jefferson

I, Quendley R. Brasler, a Notary Public in and for said County in said State, hereby certify that Thomas Merrill Hackney whose name as President of HACKNEY ~~MANUFACTURING~~ CORPORATION, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 25th day of February, 19 69.

My Commission Expires:

2-7-71

Quendley R. Brasler (L.S.)
Notary Public

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AGREEMENT TO LEASE

STATE OF ALABAMA)
SHELBY COUNTY)

THIS AGREEMENT, made and entered into this 25th day of October, 1967, by and between Columbiana Industrial/^{Development} Corporation, a corporation organized under the laws of the State of Alabama, hereinafter called the LESSOR, and Hackney ~~Manufacturing~~ Corporation a corporation organized under the laws of the State of Delaware, hereinafter called LESSEE.

WITNESSETH:

That in consideration of the respective agreements on the part of the Lessor and the Lessee hereinafter contained, the Lessor does hereby agree to lease to the Lessee, and the Lessee does hereby agree to rent and lease from the Lessor, for and during the lease term hereinafter referred to and upon and subject to the terms and conditions hereinafter specified, the following described real property located in the City of Columbiana, Shelby County, State of Alabama:

Commence at the Northeast corner of Sec. 27, T 21 S, R 1 W (axle in place); thence S 1 deg. 44' E along the east boundary of said Sec. 27 a distance of 1187.69 feet to a point on the Northwest right of way line of the Southern Railway System; thence turn an angle of 55 deg. 51' to the right and run along the said Northwest right of way line of the Southern Railway System a distance of 447.62 feet to a point on the North right of way line of Alabama Highway 70; thence turn an angle of 33 deg. 00' to the right and run along the said North right of way line of Alabama Highway 70 a distance of 298.58 feet to the point of beginning of the parcel of land herein described; thence turn an angle of 91 deg. 06' to the right and run along the East property line of the Shelby County property a distance of 993.59 feet to a point; thence turn an angle of 91 deg. 06' to the left and run thence parallel to the North right of way line of the said Alabama Highway 70 a distance of 535.78 feet to a point; thence turn an angle of 90 deg. 00' to the left and run a distance of 576.00 feet to a point (being the Northwest corner of the Leon F. Kelly Company property); thence turn an angle of 90 deg. 00' to the left and run along the North property line of the said Leon F. Kelly Company property a distance of 208.71 feet to a point (being the Northeast corner of the said Leon F. Kelly Company property); thence turn an angle of 90 deg. 00' to the right and run along the East boundary of the said Leon F. Kelly Company property a distance of 417.41 feet to a point on the North right of way line of the said Alabama Highway 70; thence turn an angle of 90 deg. 00' to the left and run along the said North right of way line of Alabama Highway 70 a distance of 308.00 feet to the point of beginning.

Said parcel of land is lying in the NE¹/₄ of NE¹/₄ and SE¹/₄ of NE¹/₄, Section 27, Township 21 South, Range 1 West and contains 10.00 acres.

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ORIGINAL - 2 -

That in consideration of the respective agreements on the part of the Lessor and Lessee hereinafter contained, the Lessor does hereby agree to lease to the Lessee, and the Lessee does hereby agree to rent and lease from the Lessor, for and during the lease term hereinafter referred to, and upon and subject to the terms and conditions hereinafter specified, the following described personal property which is located and situated in the Industrial Plant building erected upon the real property hereinabove described in the City of Columbiana, Shelby County, Alabama:

Galvanizing facility, including cleaning tank, wash tank, pickle tank and overhead crane.

See Descriptions on Exhibits "A" and "B" separately and severally attached hereto and made a part and parcel hereof as fully as if set out herein.

It is mutually understood and agreed by and between Lessor and Lessee that the herein described real property, and the herein described personal property, together with all improvements situated upon said real property, be herein together called "the leased property."

This lease agreement is made, however, upon and subject to the following terms and conditions, to each of which the Lessor and the Lessee hereby agree:

ARTICLE I

DURATION OF LEASE TERM AND RENTAL PROVISIONS

Section 1. Duration of Lease Term. The term of the Lease Agreement shall commence on the date the premises are occupied by Lessee or the date the premises are accepted for occupancy, or ten (10) days prior to the date the first installment payment is due by Lessor to the Small Business Administration (in repayment of a loan made to finance purchase and construction of the leased property), whichever is the latter date, and continue in existence for a period of twenty (20) years. The date the premises are accepted for occupancy shall be the date the building is accepted from the contractor as being complete in accordance with the terms and conditions of the construction contract.

The Lessor will deliver to the Lessee sole and exclusive possession of the leased property on the commencement date of the leased term, and the Lessee will accept possession of the leased property at such time.

Section 2. Rental Provisions. As the consideration for the lease, the Lessee agrees to pay to the Lessor as rental for the leased property during said term of twenty (20) years the sum of \$ 477,520.80, payable in monthly installments of \$ 1989.67, commencing on the date provided in Section 1. of this Article I as the date for the commencement of the term, and a like sum on the same day of each successive month hereafter until the total cost of procuring the land and improvements thereto including the building to be constructed thereon has been paid in full, unless this lease is sooner terminated as hereinafter provided. Any rental payment due hereunder that is not paid on or before the fifteenth day following the date on which it is due shall bear interest from the due date until paid at the rate of six per cent (6%) per annum.

Section 3. Obligation of Lessee to Pay Rent Unconditional.

The obligation of the Lessee to make the rental and other payments provided for herein and to perform and observe the other agreements and covenants on its part herein contained shall be absolute and unconditional, except as hereinafter provided, irrespective of any rights of setoff, recoupment

or counterclaim it might otherwise have against the Lessor. The Lessee may, at its own cost and expense and in its own name or in the name of the Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee deems reasonably necessary in order to secure or protect its rights of occupancy and use hereunder, and in furtherance thereof, Lessor hereby assigns to Lessee all of its rights and interest under any warranties from builders, suppliers, or manufacturers of any of the leased property.

ARTICLE II

MAINTENANCE, TAXES AND INSURANCE

Section 1. Maintenance of Leased Property by Lessee.

The Lessee will, at its own expense, (a) keep the leased property in as reasonably safe condition as its operations permit, and (b) keep the improvements thereon in good repair and in good operating condition, making from time to time all necessary and proper renewals thereof and repairs and replacements thereto. The Lessee may, also at its own expense, make any additions or improvements to the project that it may deem desirable for its business purpose and that do not adversely affect the structural integrity of the project, provided that all such additions or improvements are located wholly within the boundary lines of the real property described in the demising clause above. Any fixtures hereafter purchased and installed by the Lessee on the said real property wholly at its expense may be removed by it at any time and from time to time while it is not in default under the terms of this lease agreement, provided that any damage to the leased property occasioned by such removal shall be repaired by the Lessee at its own expense. The Lessee will not permit any mechanics' or other liens to stand against the leased property for labor or material furnished it in connection with any additions, improvements, repairs or renewals so made by it.

Section 2. Payment of Taxes, Other Governmental Charges and Utility Charges by Lessee. The Lessee will pay, as the same respectively become due and are timely presented to it, the following: all utility and other charges incurred in the operation, maintenance, use, occupancy and up-keep of the leased property, all taxes and governmental charges of any kind whatsoever that may be lawfully assessed or levied against or

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with respect to the leased property or any machinery, equipment or other property installed or brought by the Lessee therein or thereon, other than Federal or State Income Taxes or Lessor, and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by lien on the leased property; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the lease term.

Section 3. Insurance Required. The Lessee will take out and continuously maintain in effect, during the lease term, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same becomes due all premiums with respect thereto, including but not necessarily limited to insurance in an amount not less than the outstanding principal indebtedness from time to time of Lessor incurred to finance the construction of the leased property, which at the date of the signing of these presents is estimated will be

TWO HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$ 285,000.00) M

on all buildings, structures and other improvements (all of which are collectively herein referred to as "the facilities") at the time located on the real property described in the demising clause above, against loss or damage by fire, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in Alabama.

All such insurance policies shall be taken out and maintained in generally recognized responsible insurance companies, qualified under the laws of the State of Alabama to assume the respective risks undertaken. All such insurance policies shall contain standard mortgage type clauses providing for all losses thereunder initially to be paid to Lessor, or its assigns. All policies evidencing the insurance required as hereinabove stated shall be deposited with the Lessor, or its assigns. Prior to the expiration of any such policy, the Lessee will furnish the Lessor or its assigns satisfactory evidence that such policy has been renewed or replaced by another policy, or that there is no necessity therefor under this agreement.

In the event the Lessee fails to take out or maintain the full insurance coverage required by this agreement, the Lessor or its assigns may (but shall be under no obligation to do so) take out the required policies of insurance and pay the premiums on the same, and all amounts so advanced therefor by the Lessor or its assigns shall become an additional obligation of the Lessee to the Lessor or its assigns.

ARTICLE III

PROVISIONS RESPECTING DAMAGE TO AND DESTRUCTION OF LEASED PROPERTY

Section 1. Conditions Under Which Lessee May Terminate

Lease in the Event of Destruction of or Damage to Facilities. In the event the leased property is damaged by fire, storm, the elements, act of God, the Public enemy, other comparable catastrophe, or condemnation by public authorities, but not to such an extent as to render the same untenable, then Lessor shall restore said premises as speedily as possible and there shall be no abatement of rent. If the said leased property is injured or damaged by any of the aforesaid causes only to such an extent as to render it partially untenable, Lessor shall restore such premises so injured or damaged as speedily as possible, rent to abate proportionately on such part of said premises as may have been rendered wholly untenable until such time as such part shall be fit for occupancy, and after which time the full amount of rent reserved in this Lease shall be payable as hereinbefore set out. If said premises are injured or damaged by any of the aforesaid causes to such an extent as to render the same wholly untenable so that Lessee is unable to carry on its normal business functions in the leased premises, then this lease shall thereupon immediately become null and void, and all liability of the Lessee shall terminate upon payment of all rent due and payable to the date of such happening. In all events the entire net insurance proceeds payable because of any destruction or damage to the leased property shall be initially paid to Lessor, or its assigns to be applied to it, upon written approval of Mortgagee, for repair and restoration in accordance with the foregoing if the leased property is not rendered

wholly untenable, and to be used by Lessor for the payment of the then outstanding principal balance of any indebtedness incurred by it to construct the leased property, if said property is rendered wholly untenable, and to be used by Lessor for the payment of the then outstanding principal balance of any indebtedness incurred by it to construct the leased property, if said property is rendered wholly untenable. Any balance of insurance proceeds remaining after such application or payment by Lessor shall be promptly remitted by Lessor to Lessee. Any award payable by reason of condemnation of the leased property by public authority shall be paid to Lessor, except as the same may relate to specific property of Lessee.

ARTICLE IV

PARTICULAR COVENANTS OF THE LESSEE

Section 1. General Covenants. The Lessee will not do or permit anything to be done on or about the leased property that will affect, impair or contravene any policies of insurance that may be carried with respect thereto or any part thereof, against loss or damage by fire, casualty or otherwise.

Section 2. No Warranty by Lessor. The Lessee acknowledges that it has made an inspection of the leased property and has determined that it is suitable for the Lessee's purposes and needs. The Lessee further acknowledges that the Lessor is without any information concerning the Lessee's purposes and needs in this respect and Lessor is not able to make any determinations or representations respecting the suitability of the leased property for the Lessee's purposes and needs. In consequence thereof, the Lessor makes no warranty, either express or implied, that the leased property will be suitable for the Lessee's purposes or needs. Nothing herein shall contravene the assignment by Lessor to Lessee of certain warranties set out in Article I, Section 3 Hereof. The Lessee releases the Lessor from and covenants and agrees that the Lessor shall not be liable for, and to hold the Lessor harmless against, any loss or damage to property or any injury to or death of any person that may be

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occasioned on account of any defect in the improvements on the leased property or from any cause whatsoever pertaining to said improvements, the leased property or the use thereof. Lessee shall maintain at its expense a public liability insurance policy covering the leased property in an amount satisfactory to it. Lessee shall cause Lessor to appear as an additional named insured thereunder, and shall submit to Lessor satisfactory proof of such endorsement.

Section 3: Inspection of Leased Property. The Lessee will permit the Lessor and its duly authorized agents or assigns at all reasonable times to enter upon, examine and inspect the leased property, specifically including, without limiting the generality of the foregoing, the right to show the leased property to prospective tenants and prospective purchasers in the event the Lessee is in default hereunder or within six months prior to the expiration of the lease term. In addition, the Lessor or its authorized representative may make a detailed inspection of the leased property at least once every two years, if it so desires. Nothing in this Section 3 shall be construed to relieve Lessee of its obligation under the twenty(20) year lease term.

Section 4. Corporate Existence and Qualification in Alabama. The Lessee represents that it is now duly qualified to do business in Alabama as a domestic corporation and will continuously remain so qualified during the lease term. If Lessee should merge into a corporation not organized and existing under the laws of Alabama, or should consolidate with one or more corporations under circumstances wherein the consolidated corporation is not a corporation organized and existing under the laws of Alabama, it will cause the corporation into which it merged, or the corporation resulting from such consolidation, as the case may be, to qualify to do business in Alabama as a foreign corporation and to remain so qualified continuously during the remainder of the lease term.

ARTICLE V

CERTAIN PROVISIONS RELATING TO ASSIGNMENT, SUBLEASING, AND MORTGAGING

Section 1. Provisions Relating to Assignment and Subleasing.

The Lessee may assign this lease agreement, and may sublet the leased property at any time during the term hereof with the prior written consent

of the Lessor, and Mortgagee, if the premises be mortgaged as hereinafter provided. Lessee understands, however, that no such assignment or subleasing shall in any way relieve the Lessee from primary liability for any of its obligations hereunder, and in the event of any such assignment or subleasing, the Lessee shall continue to remain primarily liable for the payment of the rentals herein provided to be paid by it and for performance and observance of the other agreements and covenants on its part herein provided to be performed and observed by it. Within thirty (30) days after the delivery of any such assignment or sublease, the Lessee will furnish the Lessor a true and complete copy thereof.

Section 2. Mortgaging of Leased Property by Lessor.

The Lessor may mortgage the leased property as security for payment of any mortgage indebtedness incurred by the Lessor for the construction of the leased property, and Lessor may assign its interest in this lease agreement and may assign its interest in and pledge any monies receivable under this agreement as security of the payment of the principal and interest of any such indebtedness created by the Lessor. In the event the Lessor's interest in this agreement is so assigned and pledged to a mortgagee, or to any third party, the mortgagee or any such third party shall have all the rights and remedies herein accorded the Lessor, and any reference herein to the Lessor shall be deemed, mutatis mutandis, to include the mortgagee or any third party, and the mortgagee and the third party shall be deemed to be third party beneficiaries of the covenants and agreements of the Lessee herein contained. In the event of such assignment or pledge of Lessor's interest hereunder, Lessee shall be entitled to make its rental payments directly to such assignee or pledgee, if Lessee deems it necessary to do so to protect its leasehold interest.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 1. Events of Default Defined. The following shall be "events of default" under this lease agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this lease agreement, any one or more of the following events:

- (a) Default by the Lessee in the due performance or observance of any of its agreements or covenants contained in this lease agreement, which default shall have continued for a period of thirty (30) days after written notice specifying such default, shall have been given to the Lessee by the Lessor, unless the Lessor or its assigns shall agree in writing to an extension of such time prior to its expiration; or
- (b) The dissolution or liquidation of the Lessee or the filing by the Lessee of a voluntary petition in bankruptcy.

Section 2. Remedies on Default. Whenever any such event of default shall have happened and be subsisting, the Lessor or its assigns may take any of the following remedial steps:

- (a) The Lessor or its assigns may re-enter and take possession of the leased property, exclude the Lessee from possession thereof and rent the same for the account of the Lessee, holding the Lessee liable for the balance due hereunder;
- (b) The Lessor or its assigns may terminate this agreement, exclude the Lessee from possession of the leased property and, at its option, lease the same for the account of the Lessor or its assigns,
- (c) The Lessor or its assigns may take whatever other action at law or in equity may appear necessary or desirable to collect the rent when due, or to enforce any obligation, covenant or agreement of the Lessee under this lease agreement.

Section 3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor or its assigns is intended to be exclusive of any other available remedy or remedies, but each and every such remedy given under this lease agreement or now or hereafter existing at law or in equity or by statute.

Section 4. Agreement to Pay Attorneys' Fees. In the event it becomes necessary for Lessor or its assigns to employ attorneys-at-law in or about the collection of rent under this lease agreement, the Lessee herein agrees that it will pay to the Lessor or its assigns, as the case may be, reasonable attorneys' fees incurred in the collection of such rents.

ARTICLE VII

OPTION TO PURCHASE

Section 1. Option to Purchase Leased Property. The Lessee shall have the option to purchase the leased property at any time during the term of the lease or during the term of any renewal or extension of the lease, free and clear of incumbrances, at a base price of (\$285,000.00) TWO HUNDRED EIGHTY FIVE AND NO/100 subject to adjustment as follows:
DOLLARS

- (a) There shall be added to said base price interest at the rate of Five and One-Half per cent (5½%) simple interest and such other costs to Lessor that have been approved by Lessee.
- (b) From said base price, adjusted as aforesaid by the additional costs as provided in sub-paragraph (a) of this paragraph, there shall be deducted all rent payments made by Lessee under this lease or any renewal or extension of the lease and the sum remaining shall be the price Lessee shall pay for the leased premises, if this option to purchase is exercised.

Section 2. On Exercise of Option. Upon the payment to the Lessor or its assigns by the Lessee in bankable funds of the purchase price of the said leased property as set forth in Section 1 hereinabove, the Lessor or its assigns shall execute and deliver to the Lessee a statutory warranty deed, conveying to Lessee, its successors or assigns, the herein referred to leased property with good and merchantable title, without reservations, liens or encumbrances, except public utility easements.

ARTICLE VIII

MISCELLANEOUS

Section 1. Surrender of Leased Property. At the end of the leased term, or upon any prior termination of this lease agreement the Lessee will surrender possession of the leased property peaceably and promptly to the Lessor in as good condition as at the commencement of the leased term, loss by fire or other casualty covered by insurance, and ordinary wear and tear only excepted.

Section 2. Representations and Warranties. The Lessee represents and warrants that it is a duly and validly organized corporation under the laws of Alabama, that it has corporate power to enter into

this lease agreement and perform all acts herein required to be performed by it and that its execution and delivery hereof has been duly authorized by all necessary corporate action.

Section 3. This Lease is a Net Lease. The Lessee recognizes that it is the intention hereof that this lease be a net lease, that the Lessor has no source of income available for payment of any mortgage indebtedness that it might incur, or bonded indebtedness that it might incur, other than the cash rental due by the Lessee under the provisions of this lease agreement and that all such cash rental be available for the payment of any such obligations of Lessor. This lease shall be construed to effectuate this intent. Lessee is cognizant of the fact that Lessor has made application to Small Business Administration for a loan under Section 502 of the Small Business Investment Act of 1958, as amended, which loan is to be participated in by Columbian Industrial Corporation, an Alabama corporation to the extent of ten per cent (10%).

Section 4. Binding Effect. This lease agreement shall inure to the benefit of and shall be binding upon the Lessor, the Lessee and its respective successors and assigns.

Section 5. Severability. In the event any provision of this lease agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6. Section Captions. The section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or to affect in any manner the construction or interpretation hereof.

Section 7. Requirements of Mortgagee. Lessee agrees to submit to certain reasonable requirements and execute any and all instruments which may be reasonably required by Lessor's long term lender in accordance with such long term lender's customary regulations and requirements. It is further agreed between the parties hereto that in the event Lessor fails to obtain long term financing for acquisition of necessary land and expenses of construction of the building heretofore described within six months from the date of this agreement, said agreement shall be null and void at the discretion of either party hereto.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this lease agreement to be executed in their respective corporate names and their respective corporate seals to be herunto affixed and attested by their duly authorized officers, all in four counterparts, each of which shall be deemed an original, the day and year first above written.

ATTEST:


Its Secretary

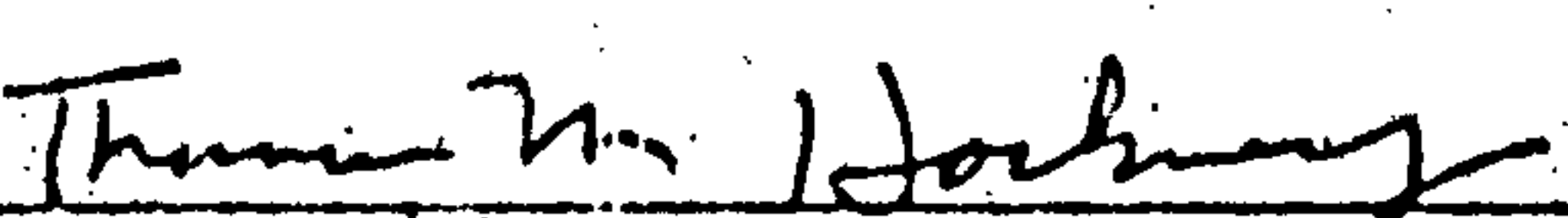
ATTEST:


Its Secretary

COLUMBIANA INDUSTRIAL DEVELOPMENT CORPORATION
LESSOR

BY 
President of its Board of Directors


HACKNEY MANUFACTURING CORPORATION
LESSEE

BY 
Its President

STATE OF ALABAMA)

SHELBY COUNTY)

ADDENDUM TO FOREGOING LEASE

WITNESS THIS Addendum and agreement entered into this 28 day of February, 1969, by and between the COLUMBIANA INDUSTRIAL DEVELOPMENT CORPORATION, a corporation organized under the law of the State of Alabama, hereinafter called the LESSOR, and HACKNEY MANUFACTURING CORPORATION, a corporation organized under the laws of the State of Delaware, hereinafter called LESSEE.

WHEREAS, the parties hereto did heretofore on the 25th day of October, 1967, execute and enter into an agreement to lease or lease, a copy of which is attached hereto above and made a part and parcel hereof as fully as if set out herein, and

WHEREAS, subsequent to the execution of said lease it has become necessary to change the provisions of certain portions of said lease:

NOW, THEREFORE, in consideration of the above premises and for the further consideration of One Dollar in hand paid by Lessor to Lessee, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree, covenant, and contract as follows:

1. Section 2, Article 1 of said contract, which deals with and establishes rental provisions is hereby changed and amended to provide that the total sum to be paid by Lessee to Lessor over the twenty year period is \$479,294.40 payable in monthly installments of \$1,997.06.

2. All other provisions of said contract not specifically changed shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this lease addendum to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all in four counterparts, each of which shall be deemed an original, the day and year first above written.

ATTEST:

COLUMBIANA INDUSTRIAL DEVELOPMENT CORPORATION
LESSOR

By

J. G. McDow
President, Board of Directors

ATTEST:

HACKNEY MANUFACTURING CORPORATION, LESSEE

By

Thomas M. Hackney
Its President

Am. L. Kanner
Its Secretary

EXHIBIT "A"

QUANTITY	DESCRIPTION	MANUFACTURER	UNIT	PRICE
1	Bridge Crane, 3 Ton Capacity, 54 ft. long,	Kranco	TRE-S	3974
1	Drying Oven, Field Fabricated, Gas Fired Capacity 10,000 pounds of steel per hr. to 300° F.			None
1	Zink Kettle, Field Constructed, 25 Ft. long, 4 ft. wide, 5 ft. deep, gas fired, Capacity 10,000 pounds of steel pr. hr., with Honeywell Strip Chart Recorder-Controller			None
1	Automatic Boiler, 2009 MBTU/hour output	Continental		E7A60B-5874-G436
5	Steel Tanks, Field Fabricated from 1/4" mild steel, 25 ft. long, 5 ft. wide, 5 ft. deep further described as:			76927R *****200
	(1) Cleaning Tank			
	(2) Wash Tanks			
	(1) Pickle Tank			
	(1) Flux Tank			
	The Pickle and Flux Tanks are lined with 1/2" rubber and 8" acid proof brick.			None

(CORPORATE SEAL)

COLUMBIANA INDUSTRIAL DEVELOPMENT CORPORATION

ATTEST:

BY

(L.S.)

Secretary

President

Exhibit "B"

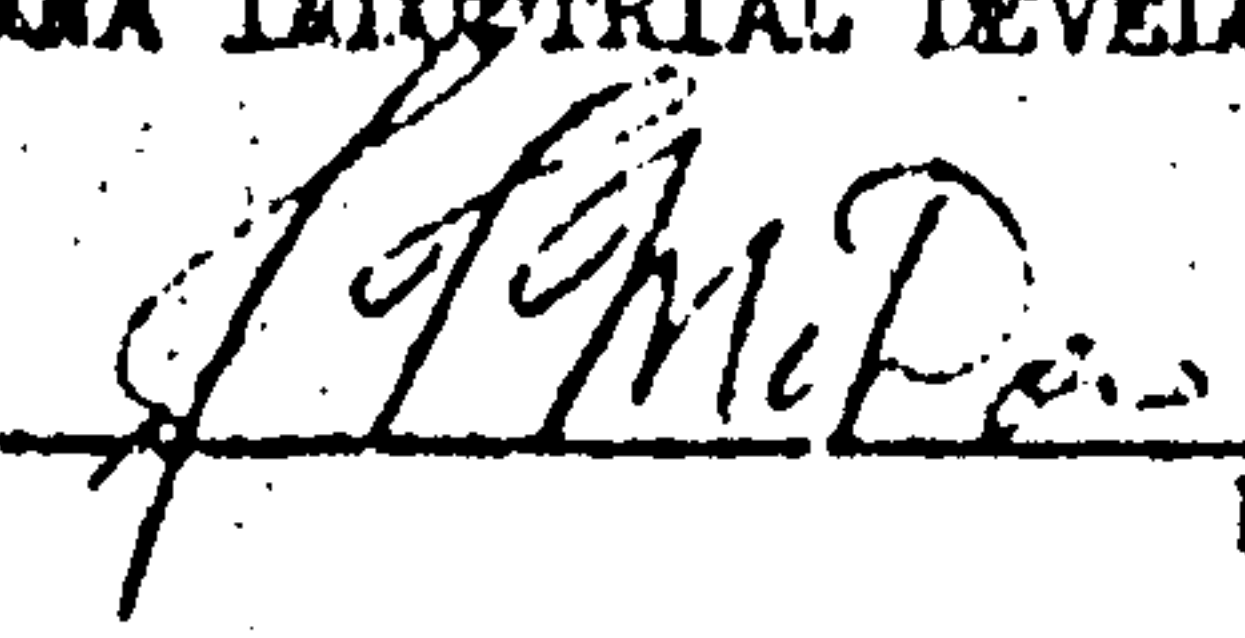
<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>
1	Bridge Crane, 3 Ton Capacity, 54 ft. long,	Kranco	TYPE-S	3974
1	Drying Oven, Field Fabricated, Gas Fired Capacity 10,000 pounds of steel per hr. to 300° F.			None
1	Zink Kettle, Field Constructed, 25 Ft. long, 4 ft. wide, 5 ft. deep, gas fired, Capacity 10,000 pounds of steel pr. hr., with Honeywell Strip Chart Recorder-Controller			None
1	Automatic Boiler, 2009 MBTU/hour output	Continental		ETA60B-5874-G436
5	Steel Tanks, Field Fabricated from $\frac{1}{2}$ " mild steel, 25 ft. long, 5 ft. wide, 5 ft. deep further described as: (1) Cleaning Tank (2) Wash Tanks (1) Pickle Tank (1) Flux Tank The Pickle and Flux Tanks are lined with $\frac{1}{2}$ " rubber and 8" acid proof brick.			None

(CORPORATE SEAL)

ATTEST:

 (L.S.)
Secretary

COLINGIANA INDUSTRIAL DEVELOPMENT CORPORATION

BY  (L.S.)
President

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