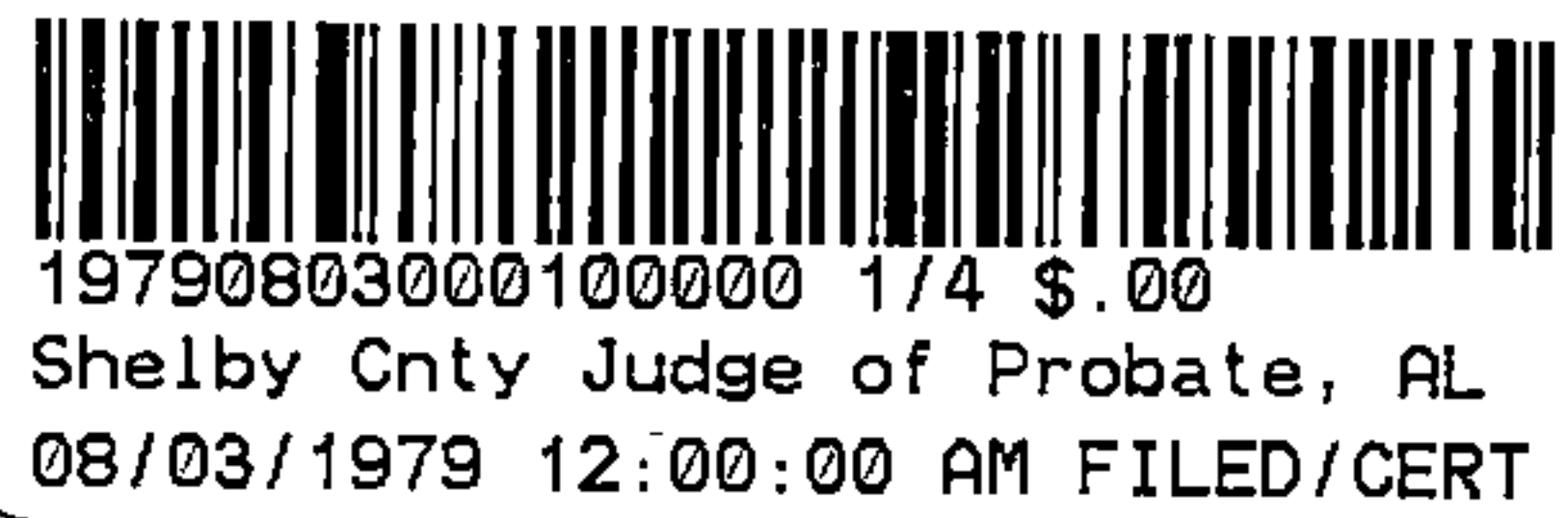


ASSIGNMENT AND ASSUMPTION OF LEASE

AGREEMENT made and entered into this 3<sup>rd</sup> day of August, 1979 by and among THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM, a public corporation and instrumentality under the laws of Alabama (the "Lessor"), FIRST ALABAMA BANK OF TUSCALOOSA, N.A., a national banking association (the "Trustee Bank"), as trustee under that certain Mortgage and Indenture of Trust entered into by and between Lessor and Trustee Bank dated as of May 1, 1971 (herein called the "Indenture"), ROBERT E. OWENS, an individual ("Owens"), and MID-SOUTH STEEL, INC., an Alabama corporation ("Mid-South"). *Deed Book 317 Page 820*



W I T N E S S E T H:

Pursuant to that certain Agreement and Assignment of Lease dated January 3, 1975 (the "1975 Contract"), as recorded in Book 10, Page 157, in the Office of the Judge of Probate of Shelby County, Alabama, Owens acquired all of the rights and interests of the lessee under that certain Lease Agreement dated as of May 1, 1971 (the "Lease") by and between Lessor and Jamestown Corporation, an Alabama corporation which subsequently went into bankruptcy. The Lease covers the real estate situated in Shelby County, Alabama described in Schedule I hereto attached and made a part hereof, together with certain improvements, machinery and equipment located thereon (all of such properties being herein sometimes collectively referred to as the "Project").

Owens has agreed to assign and transfer the Lease and all of his interest in the Project to Mid-South, and Mid-South has agreed to take such assignment and to assume all obligations of the lessee under the Lease, pursuant to the terms and provisions of that certain Agreement for Assignment and Assumption of Lease dated as of August 3, 1979, which is incorporated herein by reference for all appropriate purposes.

Lessor and Trustee Bank have agreed to permit said assignment to, and assumption by, Mid-South upon the terms and conditions set forth in said Agreement for Assignment and Assumption of Lease.

NOW, THEREFORE, in consideration of the premises, and of the mutual promises, covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. ASSIGNMENT AND ASSUMPTION.

Owens hereby sells, conveys, assigns, transfers and sets over to Mid-South all of his right, title, claim and interest, as lessee, in and to the Lease and the Project. Mid-South hereby assumes, and covenants and agrees to carry out, pay and perform, all of the lessee's and Owens' liabilities, obligations and undertakings under the Lease. Owens hereby transfers and assigns to Mid-South all of his rights and interest in and to the Reserve Fund held by the Trustee Bank pursuant to the 1975 Contract.

2. CONSENT BY LESSOR AND TRUSTEE BANK.

Lessor and Trustee Bank hereby consent to and permit the assignment to, and assumption by, Mid-South of the rights and obligations of Owens and lessee under the Lease and with respect to the Project, subject to the terms and provisions of the Agreement for Assignment and Assumption of Lease herein referred to.

3. 1975 CONTRACT.

All of the terms and provisions of the 1975 Contract, except those providing for the assignment to Owens of the lessee's interest in and under the Lease and the Project and the Lessor's and the Trustee Bank's consent thereto, are superseded by this agreement and by the terms of the Agreement for Assignment and Assumption of Lease herein referred to.

The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

*G. Burns Proctor, Jr.  
12<sup>th</sup> Floor Bank For Savings Bldg.  
Birmingham Al. 35203*

BOOK 31 PAGE 991

IN WITNESS WHEREOF, the undersigned have executed this agreement in a number of counterparts, each of which shall be deemed an original, on the day and year first above written.

THE INDUSTRIAL DEVELOPMENT BOARD OF THE  
TOWN OF PELHAM

ATTEST:

By

Daniel M. Spidler  
Its Chairman

W. H. Allen  
Secretary

FIRST ALABAMA BANK OF TUSCALOOSA, N.A.,  
AS TRUSTEE BANK

ATTEST:

By

R. W. M. [Signature]  
Vice President and Trust Officer

William R. Allen  
Secretary

MID-SOUTH STEEL, INC.

ATTEST:

By

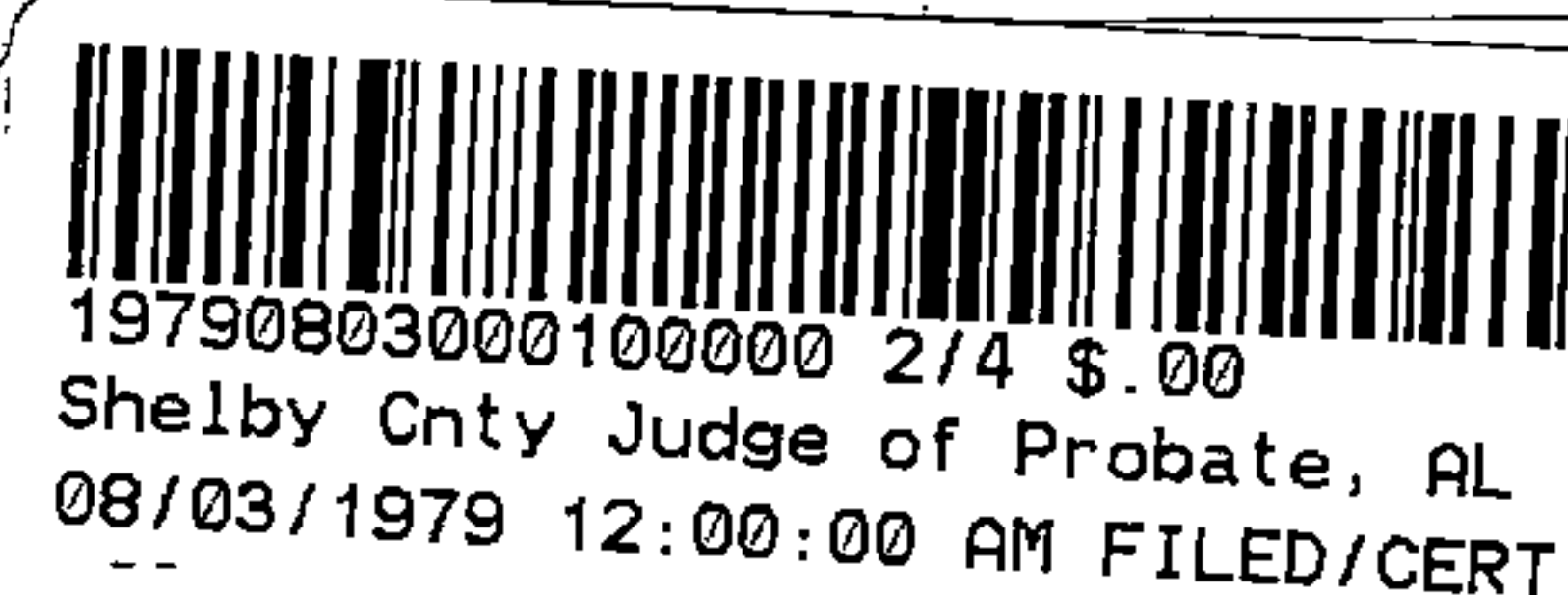
J. Elmer Massey  
President

W. H. Allen  
Asst. Secretary

Robert E. Owens  
Robert E. Owens

STATE OF ALABAMA]

SHELBY COUNTY ]



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel M. Spidler whose name as Chairman of the Board of Directors of The Industrial Development Board of the Town of Pelham is signed to the foregoing Assignment and Assumption of Lease, and who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of said Assignment and Assumption of Lease, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said Board.

Given under my hand and seal of office this 2nd day of August, 1979.

Judith Z. [Signature]  
Notary Public

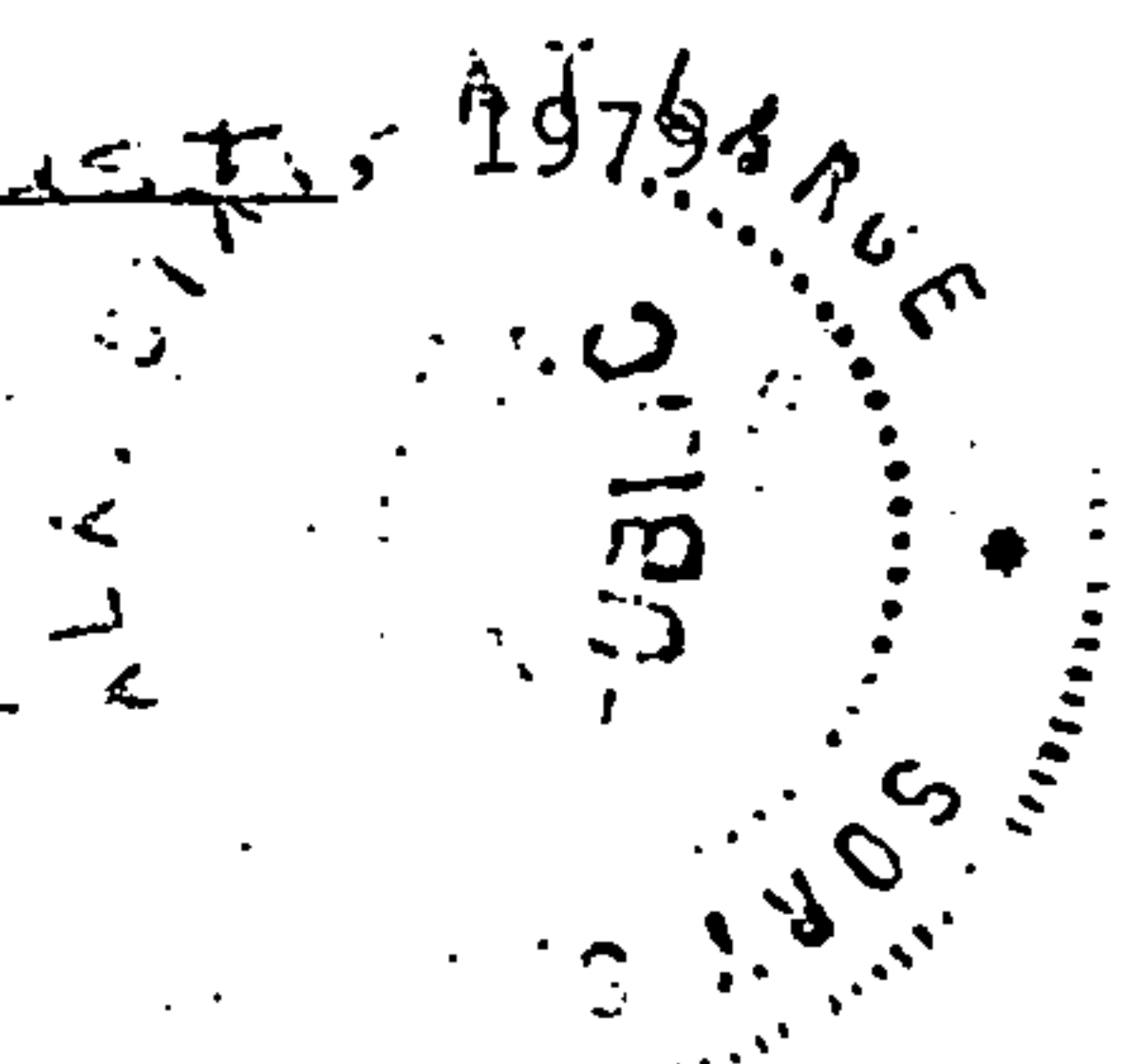
STATE OF ALABAMA]

TUSCALOOSA COUNTY]

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert E. Owens whose name as Vice President and Trust Officer of First Alabama Bank of Tuscaloosa, N.A., a national banking association, in its capacity as trustee as described in the above and foregoing document, is signed to the foregoing Assignment and Assumption of Lease, and who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of the said Assignment and Assumption of Lease, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank, as trustee.

Given under my hand and seal of office this 3 day of August, 1979

Joseph Dunn  
Notary Public



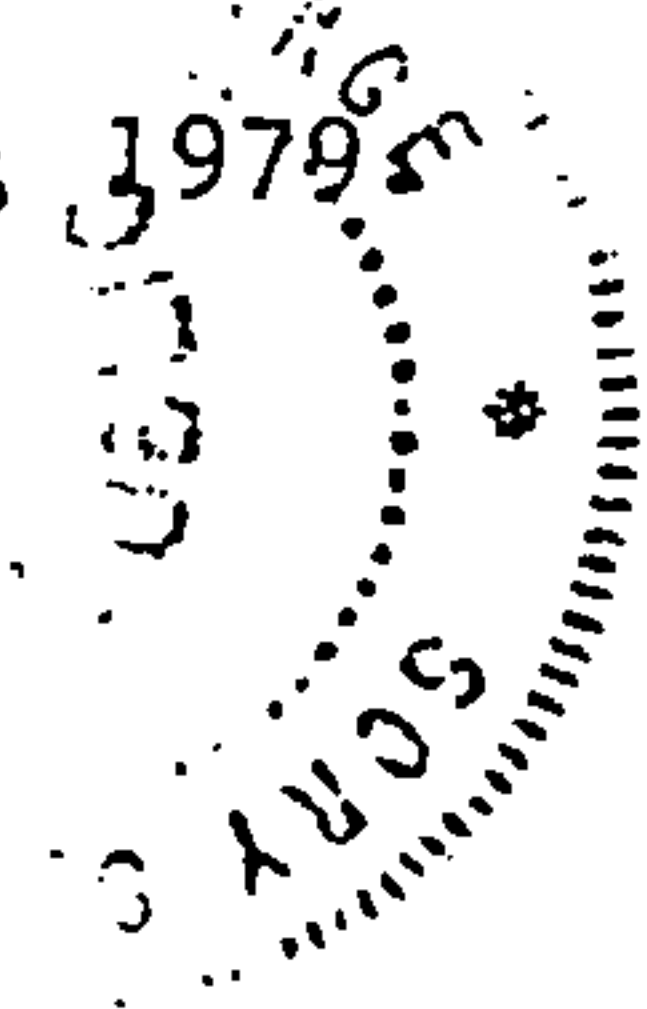
STATE OF ALABAMA]

JEFFERSON COUNTY]

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Elmer Massey whose name as President of Mid-South Steel, Inc., a corporation, is signed to the foregoing Assignment and Assumption of Lease, who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of said Assignment and Assumption of Lease, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 3 day of August, 1979

Joseph Dunn  
Notary Public



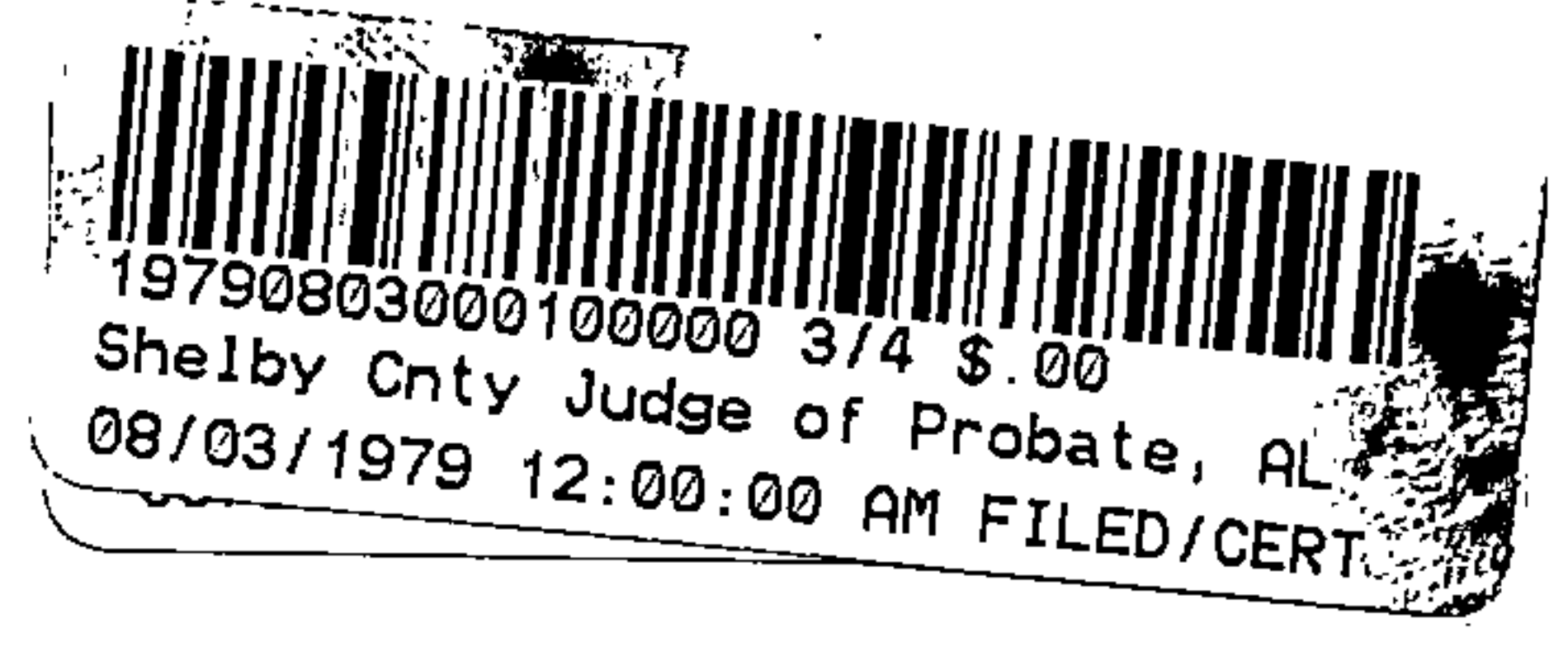
STATE OF ALABAMA]

COUNTY OF SHELBY]

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert E. Owens whose name is signed to the foregoing Assignment and Assumption of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment and Assumption of Lease, he executed the same voluntarily on the day the same bears date.

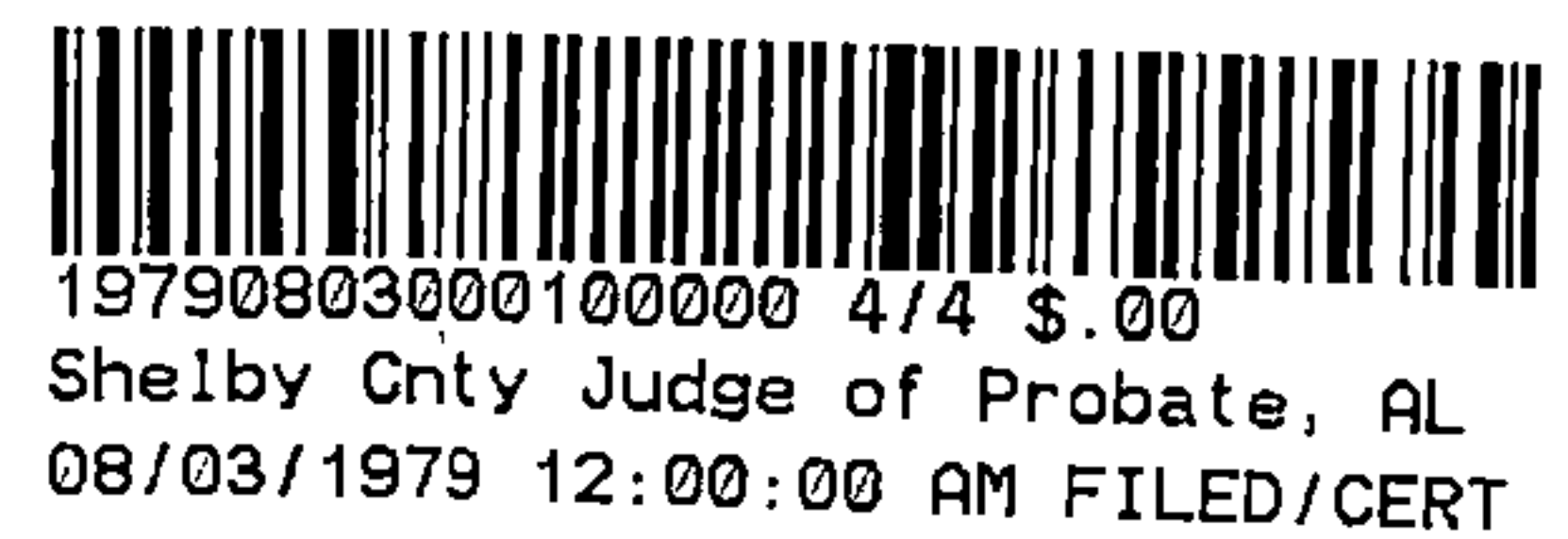
Given under my hand and seal of office this 3 day of August, 1979.

Joseph Dunn  
Notary Public



BOOK 31 PAGE 993

Begin at the SW corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 20 South, Range 3 West; thence run Easterly along the South boundary line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section for 1091.42 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 69 deg. 30' to the left and run Northeasterly along the center of said Old Birmingham-Montgomery Highway 497.33 feet; thence turn an angle of 90 deg. to the left and run Northwesterly 30.0 feet; thence turn an angle of 90 deg. to the left and run Southwesterly 101.0 feet; thence turn an angle of 69 deg. 30' to the right and run Westerly 1178.0 feet, more or less, to the center of Cahaba Valley Creek; thence run Southerly down along the center of said creek, with the meanderings thereof 140.0 feet, more or less, to the point of intersection with the center line of said creek and the West boundary line of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 20 South, Range 3 West; thence run Southerly along the West boundary line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section to the point of beginning. LESS AND EXCEPT the following described tract of land: Begin at the SW corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 12; run East along South line 40.01 feet; thence North parallel with West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section 223.28 feet, more or less, to the East boundary of said creek; thence West to center of said creek; thence Southwesterly along said center line of creek to West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence Southerly to point of beginning. Situated in Shelby County, Alabama.



STATE OF ALA. SHELBY CO.  
I CERTIFY THIS

1979 AUG -3 PM 3: 50

*Thomas G. Snowden, Jr.*  
JUDGE OF PROBATE

*Rec. 6.00*  
*Sub. 1.00*  
*7.00*

SCHEDULE I