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ASSIGNMENT OF LEASE

This Assignment of Lease entered into as of this 31st day of
December, 19 79, by and between SHELBY STEEL FABRICATORS,
INC., a corporation

(hereinafter referred to as "Borrower") party of the first part; and NATIONAL
BANK OF COMMERCE, a national/banking association (hereinafter referred to as "SBA/"Bank",
as the case may be) party of the second part; witnesseth that:

WHEREAS, by Lease dated the 1st day of November, 19 76,
The Industrial Development Board of the Southeastern Porcelain &
Town of Vincent leased unto Borrower, the premises briefly
(Lessor)

Construction Company, Inc.
described as: See Exhibit A attached hereto and made a part hereof. Said South-
eastern Porcelain & Construction Company, Inc. assigned its rights as
Tenant thereunder to Borrower, and Borrower assumed its obligations as
Tenant on August 22, 1979.

WHEREAS, SBA/Bank has agreed to make a loan in the amount of \$700,000.00
to the Borrower, one of the conditions of which requires that the party of the
first part assign its rights, title and interest in said Lease, with the right to
reassign same, as additional security for said Loan;

NOW, THEREFORE, for and in consideration of the making of a loan by
SBA/Bank to Borrower, Borrower does hereby assign, transfer and set over unto the
SBA/Bank, with the right to reassign; all of its rights, title and interest in and
to the Lease and in and to the demised premises; it being nevertheless expressly
understood and agreed that this Assignment of Lease is made by the party of the
first part to the SBA/Bank upon the following terms, covenants, limitations, and
conditions:

1. Borrower shall retain possession of the leased premises in accordance
with the terms and conditions of the Lease so long as no default is made in the pay-
ments of the Note or in any agreement evidencing said Loan.

2. If default be made by the Borrower in the payment or performance of
the Loan, then SBA/Bank shall have the option of taking over the leased premises,
provided, however, that in the event SBA/Bank elects to exercise said option of
taking over the demised premises for the purpose of operating the same, written
notice of its election so to do shall be mailed promptly by SBA/Bank to the Lessor.
Upon the exercise of such option, the SBA/Bank shall be deemed to be substituted
as the Lessee in said Lease in the place and instead of the Borrower, and shall be
deemed to have assumed expressly all of the terms, covenants, and obligations of
the Lease theretofore applicable to the party of the first part, and shall like-
wise be entitled to enjoy all of the rights and privileges granted to the Borrower
under the terms and conditions of the Lease, with the right to reassign same.

3. It is understood and agreed that so long as the SBA/Bank shall not
have exercised its option under the foregoing provisions hereof as to the leased
premises, the SBA/Bank shall not be liable for rent or any obligation of the
Borrower under and by virtue of or in connection with the Lease, and the Borrower
shall remain liable for such rent and obligations.

IN WITNESS WHEREOF, Borrower has executed or caused to be executed this
Agreement and Assignment of Lease and has affixed or caused to be affixed his seal.

19800107000002650 1/3 \$.00
Shelby Cnty Judge of Probate, AL
01/07/1980 12:00:00 AM FILED/CERT

SHELBY STEEL FABRICATORS, INC.

By: Sancho Rodriguez Pres.
(Borrower)

CONSENT:

(Lessor)

(Acknowledgement, as required)

BOOK 34 PAGE 306

STATE OF ALABAMA

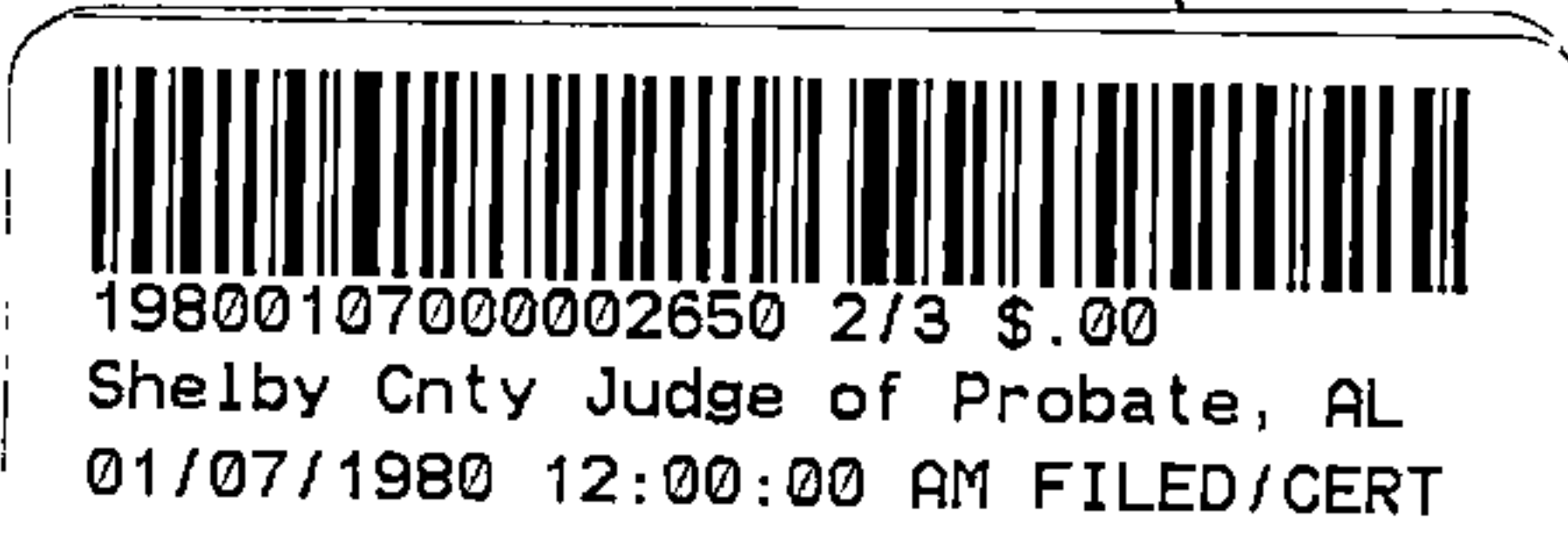
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose names(s) _____ signed to the foregoing instrument, and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the instrument, _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 19____.

Notary Public

My Commission Expires:



BOOK 34 PAGE 307

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Harold Ridgway, whose name as President of Shelby Steel Fabricators, Inc., 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 the 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 31ST day of Dec, 1979.

Joseph H Stewart
Notary Public

My Commission Expires:

1/20/81

EXHIBIT A

Begin at the southeast corner of the southwest 1/4 of the northeast 1/4, Section 23, Township 19 South, Range 2 East, thence run west along the south line of said quarter-quarter section a distance of 356.27 feet; thence turn an angle of 68° 39' 10" to the right and run a distance of 713.02 feet to the north line of the south 1/2 of the south 1/2 of said northeast 1/4; thence turn an angle of 111° 20' 20" to the right and run along the north line of said south 1/2, south 1/2, northeast 1/4, a distance of 655.94 feet to the west right-of-way of the Central of Georgia Railroad; thence turn an angle of 68° 40' 30" to the right and run along said right-of-way a distance of 712.94 feet to the south line of the southeast 1/4 of the northeast 1/4 of said section; thence turn an angle of 111° 20' to the right and run a distance of 299.67 feet to the point of beginning, all of said real property being situated in the south 1/2 of the southwest 1/4 of the northeast 1/4 and the south 1/2 of the southeast 1/4 of the northeast 1/4 in Section 23, Township 19 South, Range 2 East, Huntsville Meridian, in Shelby County, Alabama, and containing 10.00 acres, more or less.



19800107000002650 3/3 \$.00
Shelby Cnty Judge of Probate, AL
01/07/1980 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

1980 JAN -7 PM 2:05

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 4.50

Ind. 1.00

5.50