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LEASE AGREEMENT

(McWane, Inc. Project)

By and between

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF COLUMBIANA

and

McWANE, INC.

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The interest of The Industrial Development Board of the City of Columbiana in any rents, revenues and receipts derived by it under this Lease Agreement has been assigned to The First National Bank of Birmingham under a Mortgage and Indenture of even date herewith.

This Lease Agreement was prepared by Lawrence Dumas, Jr. of Cabaniss, Johnston, Gardner, Dumas & O'Neal, 1900 First National-Southern Natural Building, Birmingham, Alabama 35203.

Jack A.

LEASE AGREEMENT

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STATE OF ALABAMA

SHELBY COUNTY

LEASE AGREEMENT dated March 11, 1980, between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF COLUMBIANA, a public corporation and instrumentality under the laws of the State of Alabama, party of the first part, and McWANE, INC., a corporation organized under the laws of the State of Delaware, party of the second part,

W I T N E S S E T H:

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby covenant, agree and bind themselves as follows, to-wit:

ARTICLE I

DEFINITIONS, REPRESENTATIONS AND DEMISE CLAUSE

Section 1.1 Definitions. The following words, terms or phrases, when used in this Lease Agreement, have the following meanings, unless the context clearly indicates a different meaning:

"Authorized Investments" shall have the meaning ascribed in the Indenture.

"Basic Rent" means the rent payable under Section 3.2 hereof.

"Bond" means the Industrial Development Revenue Bond (McWane, Inc. Project) of the Lessor of even date herewith issued pursuant to the Indenture in the principal amount of $2,500,000.

"Bondholder" means The First National Bank of Birmingham and its assigns.

"Buildings" means (i) the plant building, structures and fixtures now located on the Leased Realty, (ii) the additions, improvements and fixtures constructed or installed on the Leased Realty pursuant to Article II of this Lease Agreement, and (iii) all other buildings, improvements, additions, structures and fixtures now or hereafter located on the Leased Realty, as they may at any time exist.

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"Code" means the Internal Revenue Code of 1954, as amended.

"Construction Fund" means the fund established under Section 3.2 of the Indenture.

"Enabling Law" means Article 4 of Chapter 54 of Title 11 of the CODE OF ALABAMA 1975 (Section 11-54-80 et seq.).

"Equipment" means (i) the machinery, equipment and personal property acquired and installed in or about the Buildings or on the Leased Realty pursuant to Article II of this Lease Agreement, including without limitation any machinery, equipment and personal property acquired with the proceeds from the sale of the Bond and the machinery, equipment and personal property described in Exhibit A attached hereto and made a part hereof, and (ii) any machinery, equipment or personal property acquired in substitution therefor or as a renewal or replacement thereof pursuant to the provisions hereof.

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"Indenture" means the Mortgage and Indenture (including any indenture supplemental thereto) between the Lessor and the Bondholder, of even date herewith, which will be filed for record in the office of the Judge of Probate of Shelby County, Alabama, at the same time this Lease Agreement is so filed in said office.

"Independent Architect" means a person registered and qualified to practice as an architect under the laws of the State, not unsatisfactory to the Bondholder, and not in the full-time employment of either the Lessor or the Lessee.

"Independent Engineer" means a person registered and qualified to practice as an engineer under the laws of the State, not unsatisfactory to the Bondholder, and not in the full-time employment of either the Lessor or the Lessee.

"Inducement Agreement" means the agreement between the Lessor and Lessee dated January 24, 1980, whereby the Lessor agreed to issue the Bond to finance the cost of the Project.

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"Lease Agreement" means these presents as from time to time supplemented and amended.

"Lease Term" means the duration of the leasehold estate granted in Section 3.1 of this Lease Agreement and, upon the exercise of the option to renew, the renewal term provided in Section 9.2 hereof.

"Leased Realty" means the real estate described in Section 1.4 hereof less any such real estate, interests in real estate and other rights as may be released from this Lease Agreement pursuant to the provisions hereof or taken by the exercise of the power of eminent domain.

"Lessee" means (i) the party of the second part hereto and its successor and assigns and (ii) any surviving, resulting or transferee corporation as permitted in Section 7.3(d) of this Lease Agreement.

"Lessor" means (i) the party of the first part hereto, and its successors and assigns and (ii) any public corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party as permitted in Section 6.3 hereof.

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"Municipality" means the City of Columbiana, Alabama.

"Net Proceeds", when used with respect to any condemnation award, means the gross proceeds from the condemnation award with respect to which that term is used remaining after payment of all reasonable expenses incurred in the collection of such gross proceeds.

"Project" means the Leased Realty, the Buildings, and the Equipment, as they may at any time exist, and all other property and rights referred to, or intended so to be, in the demising clauses hereof.

"Project Costs" means (i) the costs incurred in connection with the issuance and sale of the Bond and (ii) all costs of acquiring and constructing the Project, as provided in Article II hereof.

"Project Supervisor" means the agent of the Lessee who at the time shall have been designated by the Lessee as Project Supervisor pursuant to Section 2.1 hereof.

"State" means the State of Alabama.

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"Unimproved" when used with reference to the Leased Realty means any part or parts of the Leased Realty upon the surface of which no part of a building or other structure rests.

Section 1.2 Representations by the Lessor. The Lessor makes the following representations:

(a) The Lessor is duly incorporated under the provisions of the Enabling Law and has the power to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder. The Lessor is not in default under any of the provisions contained in its certificate of incorporation, its by-laws, or in the laws of the State. By proper corporate action the Lessor has duly authorized the execution and delivery of this Lease Agreement.

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(b) The Lessor has determined that the issuance of the Bond, the acquisition, improvement and construction of the Project and the leasing of the Project to the Lessee will promote industry, develop trade and further the use of the agricultural products and natural and human resources of the State and the development and preservation of said resources.

(c) The Bond will be issued and delivered contemporaneously with the delivery of this Lease Agreement.

(d) The Inducement Agreement was authorized by the board of directors of the Lessor by resolution adopted on January 24, 1980 at a meeting of the directors duly called and held in compliance with the provisions of the Enabling Law and the Lessor's certificate of incorporation and by-laws.

Section 1.3 Representations by the Lessee. The Lessee makes the following representations:

(a) The Lessee is duly incorporated under the laws of the state of Delaware and is duly qualified to do business in the State, is not in violation of any provisions of its certificate of incorporation, its by-laws, or the laws of the state of its incorporation, has power to enter into this Lease Agreement, and by proper corporate action has duly authorized the execution and delivery of this Lease Agreement.

(b) The financing of the Project through the issuance of the Bond and the leasing of the Project to the Lessee

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has induced the Lessee to enlarge, expand and improve existing operations in the State.

(c) The Lessee intends to operate the Project for the manufacture, processing, storing, warehousing and distributing of (i) ductile iron castings or (ii) such other products of agriculture, mining and industry as the Lessee may deem appropriate.

(d) Substantially all of the proceeds of the Bond will be used for the acquisition, construction, reconstruction, or improvement of land or property of a character subject to the allowance for depreciation, within the meaning of Section 103(b)(6) of the Code.

Section 1.4 Demise of the Project. The Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of the Lessee to be paid, kept and performed, does hereby demise and lease to the Lessee, and the Lessee does hereby lease, take and hire from the Lessor, the following described real property located in the City of Columbiana, Shelby County, Alabama, to-wit:

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A tract in the SW1/4 of the SW1/4 of Section 23, and the NW1/4 of the NW1/4 of Section 26, T-21-S, R-1-W, described as follows:

Commence at the Northwest corner of Section 26, T-21-S, R-1-W; thence run South, along the West line of said Section a distance of 848.46 feet to the Northwest right-of-way line of a County Road; thence turn an angle of 124 deg. 08 min. 58 sec. to the left and run along said right of way line, a distance of 825.60 feet, to the point of beginning; thence continue in the same direction, along said right-of-way line a distance of 460.73 feet; thence turn an angle of 55 deg. 31 min. 29 sec. to the left and run a distance of 366.10 feet; thence turn an angle of 90 deg. 00' to the right and run a distance of 105.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 210.00 feet; thence turn an angle of 70 deg. 10 min. to the left and run a distance of 152.83 feet; thence turn an angle of 70 deg. 10 min. to the right and run a distance of 269.00 feet; thence turn an angle of 69 deg. 02 min. to the left and run a distance of 283.76 feet; thence turn an angle of 20 deg. 58 min. to the left and run a distance of 76.08 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 1259.29 feet to the point of beginning.

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Situated in the SW1/4 of the SW1/4 of Section 23, and the NW1/4 of the NW1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, and contains 9.75 acres, being within the City limits of Columbiana, Alabama.

together with the Buildings and the Equipment, as they may at any time exist, and all other properties which, under the terms hereof, are or subsequently become a part of the Project.

ARTICLE II

ACQUISITION OF THE PROJECT

Section 2.1 Agreement to Acquire. From the proceeds derived from the sale of the Bond, the Lessor will: (a) pay the costs incurred in connection with the issuance of the Bond; (b) acquire the Leased Realty, together with the existing plant building located thereon, from the Lessee for a purchase price of one dollar; (c) pay the costs of constructing or installing buildings, additions, improvements and fixtures on the Leased Realty in accordance with plans and specifications therefor furnished to the Lessor by the Lessee; and (d) pay the costs of acquiring and installing at the Project the machinery, equipment and personal property generally described in Exhibit A attached hereto and made a part hereof, such acquisition and installation to be made substantially in accordance with written directions from the Lessee.

Pursuant to the Inducement Agreement the Lessor agreed to issue the Bond to finance the cost of the Project, to proceed, or permit the Lessee to proceed, pending the issuance of the Bond, with the acquisition and construction of the Project with funds advanced by the Lessee, and to reimburse the Lessee for funds so advanced from the proceeds of the Bond when issued. In accordance with the Inducement Agreement, the Lessee and the Lessor have proceeded with the acquisition and construction of the Project. The Lessor (i) shall cause withdrawals to be made from the Construction Fund to reimburse the Lessee for funds advanced to the Lessor on behalf of the Lessee or expended by the Lessee for such purpose, subject to the requirements of the Indenture with respect to withdrawals from the Construction Fund, and (ii) will assume or accept the assignment of such contracts and purchase orders entered into by the Lessee prior to the execution and delivery of this Lease Agreement for the acquisition and construction of the Project as the Lessee may request.

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The Lessor will continue such acquisition, construction and installation with all reasonable dispatch and due diligence and will cause the Project to be completed as promptly as practicable. The Lessee will promptly give its written instructions with respect to, and will request the Lessor to enter into, such construction contracts and purchase orders for the Project, and will take whatever other action may be provided for in this Lease Agreement, as shall be necessary to complete the Project. The Lessor will not execute any construction contract or purchase orders for the Project without the prior written consent of the Lessee.

The Lessee may cause changes or amendments to be made in the plans and specifications for the Project, provided (i) such changes or amendments will not change the nature of the Project to the extent that it would not constitute a "project" as authorized by the Enabling Law, and (ii) such changes or amendments will not materially affect the utility of the Project for its intended use. The Lessor will make only such changes or amendments in the plans and specifications for the Project as may be requested in writing by the Lessee.

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If after the exercise of due diligence by the Lessor, it is impossible for the Lessor to acquire, construct or install any part of the Project which the Lessee requests the Lessor so to acquire, construct or install the Lessor will notify the Lessee and the Bondholder in writing and the Lessee (a) will withdraw the request in question, or (b) will itself effect the acquisition, construction, or installation so requested, for and in the name and on behalf of the Lessor, in which case the Lessee shall be entitled to reimbursement from the Construction Fund for the costs incurred by it in effecting such construction, purchase or installation.

The Lessor and the Lessee shall from time to time each appoint by written instrument an agent or agents authorized to act for each respectively in any or all matters relating to the acquisition, construction and installation of the Project and payments to be made out of the Construction Fund. One of the agents appointed by the Lessee shall be designated its Project Supervisor. Either the Lessor or the Lessee may from time to time, by written notice also filed with the Bondholder, revoke, amend or otherwise limit the authorization of any agent appointed by it to act on its behalf or designate another agent or agents to act on its behalf, provided that there shall be at all times at least one agent authorized to act on behalf of the Lessor, and at least one agent (who shall be

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the Project Supervisor) authorized to act on behalf of the Lessee, with reference to all the foregoing matters.

The Lessor shall cause withdrawals to be made from the Construction Fund for the payment of the Project Costs (including reimbursement to the Lessee for Project Costs), but only upon the written approval of the Lessee and subject to the requirements of the Indenture with respect to withdrawals from the Construction Fund. In the event that, after reasonable request made to the Lessor by the Lessee, the Lessor fails or refuses to issue or execute a payment requisition from the Construction Fund for payment of any Project Costs, the Project Supervisor then designated by the Lessee, who is hereby irrevocably appointed as agent for the Lessor for such purposes, may issue and execute, also for and in the name and behalf of the Lessor and without any approval of any officer, employee or other agent thereof, a payment requisition on the Construction Fund.

Section 2.2 No Warranty of Suitability by Lessor; Lessee Required to Complete Project in Certain Events. The Lessee recognizes that since the plans and specifications for the Project are furnished by it, the Lessor makes no warranty, either express or implied, nor offers any assurances that the Project will be suitable for the Lessee's purposes or needs or that the proceeds derived from the sale of the Bond will be sufficient to pay in full all Project Costs. In the event the proceeds derived from the sale of the Bond are insufficient to pay in full all Project Costs, the Lessee shall be obligated to complete the acquisition, construction and installation of the Project at its own expense and the Lessee shall pay any such deficiency and shall save the Lessor whole and harmless from any obligation to pay such deficiency. The Lessee shall not by reason of the payment of such deficiency from its own funds be entitled to any diminution in the payment of the rents hereunder.

Section 2.3 Lessor to Pursue Remedies Against Vendors, Contractors and Subcontractors and Their Sureties. In the event of default of any vendor, contractor or subcontractor under any contract or purchase order for acquisition, construction and installation of the Project, the Lessor will promptly proceed (subject to the Lessee's advice to the contrary), either separately or in conjunction with others, to exhaust the remedies of the Lessor against the vendor, contractor or subcontractor so in default and against his surety (if any) for the performance of such contract or purchase order. The Lessor will advise the Lessee of the steps it intends to take in con-

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nection with any such default and the Lessee will pay all costs, fees and expenses incurred which are not paid from the Construction Fund. If the Lessee shall so notify the Lessor, the Lessee may, in its own name or in the name of the Lessor, prosecute or defend any action or proceeding or take any other action involving any such vendor, contractor, subcontractor or surety which the Lessee deems reasonably necessary, and in such event the Lessor will cooperate fully with the Lessee and will take all action necessary to effect the substitution of the Lessee for the Lessor in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid into the Construction Fund.

Section 2.4 Investment of Construction Fund Money. The Lessor shall cause any money held as a part of the Construction Fund to be invested or reinvested by the Bondholder in Authorized Investments at the request of, and as directed by, the Lessee. Any interest bearing deposits, including certificates of deposit, issued by or deposited with the Bondholder shall be deemed to be investments and not trust deposits. No investment shall be made which may result in the Bond being considered an "arbitrage bond" within the meaning of Section 103(c) of the Code.

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Section 2.5 Completion of the Project. The completion of the Project shall be evidenced to the Bondholder by a certificate signed by the Lessor and by the Project Supervisor on behalf of the Lessee stating that (i) construction and installation of the additions, improvements and fixtures has been completed in accordance with the plans and specifications approved by the Lessee, (ii) all machinery, equipment and other personal property has been acquired and installed in accordance with the Lessee's instructions, (iii) all labor, services, materials and supplies in connection with such construction, acquisition and installation have been paid for, and (iv) all facilities necessary in connection with the Project have been acquired, constructed and installed and all costs and expenses incurred in connection therewith have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against any vendor, contractor, subcontractor or other person not a party to this Lease Agreement which exist at the date of such certificate or which may subsequently come into being. The Lessor and the Lessee will cooperate with each other in causing such certificate to be furnished to the Bondholder.

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After the delivery of the aforesaid certificate to the Bondholder, any money then remaining in the Construction Fund shall be applied as provided in Section 3.3 of the Indenture.

ARTICLE III

DURATION OF LEASE TERM AND RENTAL PROVISIONS

Section 3.1 Duration of Term. The term of this Lease Agreement and of the lease herein made shall begin on the date of the delivery of this Lease Agreement and, subject to the provisions of this Lease Agreement, shall continue until midnight of April 30, 1990. The Lessor will deliver to the Lessee possession of the Project (or such portion or portions thereof as are then in existence) on the commencement date of the Lease Term, subject to the inspection and other rights reserved in this Lease Agreement, and the Lessee will accept possession thereof at such time; provided, however, the Lessor will be permitted such possession of the Project as shall be necessary and convenient for it to comply with the provisions of Section 2.1 hereof; and provided further, the Lessor will be permitted such possession of the Project as shall be necessary and convenient for it to construct or install any additions or improvements and to make any repairs or restorations required or permitted to be constructed, installed or made by the Lessor pursuant to the provisions hereof.

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Section 3.2 Rental Provisions. The Lessee does hereby covenant and agree to pay to the Lessor Basic Rent in installments as follows:

(i) On April 1, 1980, an amount equal to interest accrued on the unpaid principal amount of the Bond to such date;

(ii) On May 1, 1980, and on the first day of each month thereafter, to and including March 1, 1990, or until the Bond is paid in full, the sum of $30,663.16; and

(iii) On April 1, 1990, an amount equal to the entire unpaid principal amount of the Bond plus the interest accrued thereon to the date of payment.

All Basic Rent payments shall be made directly to the Bondholder for the account of the Lessor and shall be deposited in the Bond Fund. Any installment of Basic Rent not paid on the due date thereof shall bear interest until

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paid at the rate of 10% per annum or the maximum rate of interest allowed by law, whichever is less.

The Lessee recognizes, understands and acknowledges that it is the intention hereof that this Lease Agreement be a net lease and that until the Bond is fully paid Basic Rent shall be in such amount and shall be due at such times as shall be required to pay the installments of principal and interest on the Bond as the same become due and payable. This Lease Agreement shall be construed to effectuate such intent.

Section 3.3 Obligations of Lessee Unconditional. The obligation of the Lessee to pay Basic Rent, to make all 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, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have against the Lessor. The Lessee will not suspend or discontinue any such payment or fail to perform and observe any of its other agreements and covenants contained herein or terminate this Lease Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, failure of the Lessor to complete the Project, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration or commercial frustration of purpose, the invalidity of any provision of the Lease Agreement, or any damage to or destruction of the Project or any part thereof, or the taking by eminent domain of title to or the right to temporary use of all or any part of the Project, or any change in the tax or other laws or administrative rulings, actions or regulations of the United States of America or of the State or any political or taxing subdivision of either thereof, or any failure of the Lessor to perform and observe any agreement or covenant, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Lease Agreement. Notwithstanding the foregoing, 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 use and occupancy and the other rights hereunder. The provisions of the first and second sentences of this Section shall apply only so long as any part of the principal of and the interest on the Bond remains outstanding and unpaid.

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ARTICLE IV

MAINTENANCE, ALTERATIONS, REPLACEMENTS, TAXES AND INSURANCE

Section 4.1 Maintenance and Repairs, Alterations and Improvements to Buildings, Party Walls, and Liens. (a) The Lessee will, at its own expense, (i) keep the Project in as reasonably safe condition as its operations permit, (ii) from time to time make all necessary and proper repairs, renewals and replacements thereto, including external and structural repairs, renewals and replacements, and (iii) pay all gas, electric, water, sewer and other charges for the operation, maintenance, use and upkeep of the Project.

(b) The Lessee may, at its own expense, make structural changes, additions, improvements, alterations or replacements to the Buildings that it may deem desirable, provided such structural changes, additions, improvements, alterations or replacements do not change the character of the Project as a "project" under the Enabling Law, and provided further that the Lessee files with the Lessor and the Bondholder a certificate of an Independent Engineer or an Independent Architect that such additions, improvements, alterations or replacements will not adversely affect the utility of the Project or substantially reduce its value. In lieu of making such additions, improvements or alterations itself, the Lessee may, if it so desires, furnish to the Lessor the funds necessary therefor, in which case the Lessor will proceed to make such additions, improvements, alterations or replacements. All such additions, improvements, alterations and replacements whether made by the Lessee or the Lessor shall become a part of the Project and shall be covered by this Lease Agreement and the Indenture.

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(c) The Lessee may connect or "tie-in" walls of the Buildings and utility and other facilities located on the Leased Realty to other structures and facilities owned or leased by it on real property adjacent to the Leased Realty. The Lessee may use as a party wall any wall of the Buildings which is on or contiguous to the boundary line of real property owned or leased by it, and in the event of such use, each party hereto hereby grants to the other a ten-foot easement adjacent to any such party wall for the purpose of inspection, maintenance, repair and replacement thereof and the tying in of new construction. If the Lessee utilizes any wall of the Buildings as a party wall for the purpose of tying in new construction that will be utilized under common control with the Pro-

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ject, the Lessee may also remove any non-loadbearing wall panel in the party wall; provided, however, if the adjacent property ceases to be operated under common control with the Project, the Lessee will at its expense, install wall panels similar in quality to those that have been removed. Prior to the exercise of any one or more of the rights granted by this subsection (c), the Lessee shall furnish the Lessor and Bondholder a certificate of an Independent Engineer or an Independent Architect that the operation of the Project will not be adversely affected by the exercise of such rights.

(d) The Lessor will also, upon request of the Lessee, grant such utility and other similar easements over, across or under the Leased Realty as shall be necessary or convenient for the furnishing of utility and other similar services to real property adjacent to or near the Leased Realty and owned or leased by the Lessee; provided that such easements shall not adversely affect the operation of the facilities forming a part of the Project.

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(e) The Lessee will not permit any mechanics' or other liens to stand against the Project for labor or material furnished it. The Lessee may, however, in good faith contest any such mechanics' or other liens and in such event may permit any such liens to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom unless by such action the lien of the Indenture on the Project or any part thereof, or the Project or any part thereof shall be subject to loss or forfeiture, in either of which events such mechanics' or other liens shall be promptly satisfied.

Section 4.2 Removal of, Substitution and Replacement for Equipment. The Lessor and the Lessee recognize that portions of the Equipment may from time to time become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary in the operation of the Project, but the Lessor shall not be under any obligation to renew, repair or replace any such Equipment. If the Lessee in its sole discretion determines that any item of Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary in the operation of the Project, the Lessee may remove such Equipment from the Buildings or the Leased Realty and (on behalf of the Lessor) sell, trade in, exchange or otherwise dispose of it without any responsibility or accountability to the Lessor or the Bondholder therefor, provided that

(i) the Lessee shall substitute and install in the Buildings or on the Leased Realty (either by direct

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payment of the costs thereof or by advancing to the Lessor the funds necessary therefor) other machinery, equipment or personal property having equal or greater value and utility (but not necessarily the same function) in the operation of the Project, which such substituted machinery, equipment or personal property shall be free of all liens and encumbrances, shall be the sole property of the Lessor, shall be and become a part of the Equipment subject to the demise hereof and to the lien of the Indenture, and shall be held by the Lessee on the same terms and conditions as the items originally comprising the Equipment,

(ii) such removal and substitution shall not impair the operating unity of the Project, and

(iii) such removal and substitution shall not change the nature of the Project as a "project" under the Enabling Law.

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Section 4.3 Installation By Lessee of Its Own Machinery and Equipment. The Lessee may, at its own expense, install at the Project any machinery, equipment or personal property which in the Lessee's judgment will facilitate the operation of the Project. Any such machinery, equipment or personal property which is installed at the Lessee's expense and does not constitute a substitution or replacement for the Equipment pursuant to Section 4.2 hereof shall be and remain the property of the Lessee and may be removed by the Lessee at any time and from time to time while it is not in default under the terms of this Lease Agreement; provided, however, that any damage to the Project occasioned by such removal shall be repaired by the Lessee at its own expense. At the time of the installation by the Lessee of any items of its own machinery, equipment or personal property at the Project, the Lessee shall plainly, distinctly, permanently and conspicuously place and fasten on each item a metal plate (or other practicable identification) readily visible identifying the item as the property of the Lessee. In case any such plate shall at any time be removed, defaced or destroyed, the Lessee shall immediately cause the same to be restored or replaced.

Section 4.4 Taxes, Other Governmental Charges and Utility Charges. The Lessor and the Lessee acknowledge (a) that under present law no part of the Project will be subject to ad valorem taxation by the State or by any political or taxing subdivision thereof and that under present law the income and profits (if any) of the Lessor from the Project are not subject to either Federal or

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State taxation, and (b) that these factors, among others, have induced the Lessee to enter into this Lease Agreement. However, the Lessee will pay, as the same respectively become due, (i) all taxes and govermental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any other property installed or brought by the Lessee on the Leased Realty, including without limitation any taxes levied on or with respect to the revenues, income or profits of the Lessor from the Project and any other taxes levied upon or with respect to the Project which, if not paid, will become a lien on the Project prior to or on a parity with the lien of the Indenture or a charge on the revenues and receipts from the Project prior to or on a parity with the charge thereon and pledge or assignment thereof created and made in the Indenture and including any ad valorem taxes assessed upon the Lessee's interest in the Project, and (ii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project, 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. The foregoing provisions of this Section shall be effective only so long as any part of the principal or interest on the Bond remains outstanding and unpaid.

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The Lessee may, at its own expense and in its own name and behalf or in the name and behalf of the Lessor, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of such contested items shall be effectively stayed. The Lessor, at the expense of the Lessee, will cooperate fully with the Lessee in any such contest.

Section 4.5 No Insurance Required. The Lessee is not required to take out or maintain in effect any insurance with respect to the Project.

Section 4.6 Advances by Lessor or Bondholder. In the event that the Lessee fails to pay the taxes or other charges required to be paid by the Lessee at or prior to the time they are required to be paid, or fails to keep the Project in good order and repair and in as reasonably safe condition as its operations permit, the Lessor or the Bondholder, after first notifying the Lessee of any such

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failure on its part, may (but shall not be obligated to) pay such taxes or other charges, or make such repairs, renewals or replacements as may be necessary to maintain the Project in as reasonably safe condition as the Lessee's operations permit and to keep the Project in good order and repair. All amounts so advanced therefor by the Lessor or the Bondholder, together with interest thereon from the date of advancement at the rate of 10% per annum or the maximum rate of interest allowed by law, whichever is less, shall become an additional obligation payable by the Lessee to the Lessor or to the Bondholder, as the case may be. Any remedy herein vested in the Lessor or the Bondholder for the collection of the rental payments shall also be available to the Lessor and the Bondholder for the collection of all such additional obligations for amounts so advanced.

Section 4.7 Indemnity of Lessor. The Lessee agrees to pay, and to indemnify and hold the Lessor harmless against, any and all liabilities, losses, damages, claims or actions (including all reasonable attorneys' fees and expenses of the Lessor), of any nature whatsoever incurred by the Lessor without gross negligence on its part arising from or in connection with its performance or observance of any covenant or condition on its part to be observed or performed under this Lease Agreement or the Indenture, including without limitation, (i) any injury to, or the death of, any person or any damage to property at the Project, or in any manner growing out of or connected with the use, nonuse, condition or occupation of the Project or any part thereof, (ii) any damage, injury, loss or destruction of the Project, (iii) any other act or event occurring upon, or affecting, any part of the Project, (iv) violation by the Lessee of any contract, agreement or restriction affecting the Project or the use thereof of which the Lessee has notice and which shall have existed at the commencement of the term hereof or shall have been approved by the Lessee, or of any law, ordinance or regulation affecting the Project or any part thereof or the ownership, occupancy or use thereof, and (v) liabilities, losses, damages, claims or actions arising out of the offer and sale of the Bond or a subsequent sale or distribution of the Bond or any interest therein, except if the same resulted from a representation or warranty of the Lessor in the Lease Agreement or any certificate delivered by the Lessor pursuant thereto being false or misleading in a material respect and such representation or warranty was not based upon a similar representation or warranty of the Lessee furnished to the Lessor in connection therewith. The covenants of indemnity by the Les-

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see contained in this Section shall survive the termination of this Lease Agreement.

The Lessee hereby agrees that the Lessor shall not incur any liability to the Lessee, and shall be indemnified against all liabilities, in exercising or refraining from asserting, maintaining or exercising any right, privilege or power of the Lessor under the Indenture if the Lessor is acting in good faith and without gross negligence or in reliance upon a written request by the Lessee.

ARTICLE V

PROVISIONS RESPECTING DAMAGE, DESTRUCTION AND CONDEMNATION

Section 5.1 Damage and Destruction. If the Project is destroyed or is damaged by fire or other casualty, the Lessee will continue to pay the rent required to be paid hereunder and the Lessee, or the Lessor at the Lessee's direction and expense will promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition in which it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair the operating unity or productive capacity of the Project or its character as a "project" under the Enabling Law. The Lessee shall not by reason of the payment of such costs be entitled to any reimbursement from the Lessor or any abatement or diminution of the rents payable hereunder.

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Anything in this Section to the contrary notwithstanding, if, as a result of such damage or destruction, the Lessee is entitled to exercise an option to purchase the Project and duly does so in accordance with the applicable provisions of Section 9.3 hereof, then neither the Lessee nor the Lessor shall be required to repair, rebuild or restore the property damaged or destroyed.

Section 5.2 Condemnation. In the event that title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain and as a result thereof the Lessee is entitled to exercise an option to purchase the Project and duly does so in accordance with the applicable provisions of Section 9.3 hereof, so much (which may be all) of the Net Proceeds referable to such taking, including the amounts awarded to the Lessor and the Bondholder and the

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amount awarded to the Lessee for the taking of all or any part of the leasehold estate of the Lessee in the Project created by this Lease Agreement, as shall be necessary to provide for full payment of the Bond shall be paid to the Bondholder and the excess of such Net Proceeds remaining (if any) shall be paid to the Lessee.

If as a result of such taking, the Lessee is not entitled to exercise an option to purchase the Project under Section 9.3 hereof, or, having such option, fails to exercise the same in accordance with the terms thereof or notifies the Lessor and the Bondholder in writing that it does not propose to exercise such option, the Lessee shall be obligated to continue to make the rental payments required to be paid under this Lease Agreement, and the entire Net Proceeds hereinabove referred to shall be paid to the Bondholder and applied in one or more of the following ways as shall be directed in writing by the Lessee:

(a) To the restoration of the remaining improvements located on the Leased Realty to substantially the same condition in which they existed prior to the exercise of the power of eminent domain.

(b) To the acquisition, by construction or otherwise, by the Lessor of other lands or improvements suitable for the Lessee's operations at the Project, which land or improvements shall be deemed a part of the Project and available for use and occupancy by the Lessee without the payment of any rent other than that herein provided to the same extent as if such land or other improvements were specifically described herein and demised hereby, and which land or improvements shall be acquired by the Lessor subject to no liens or encumbrances prior to the lien of the Indenture.

Any balance of such Net Proceeds remaining after the application thereof as provided in subsections (a) and (b) of this Section shall be applied to the prepayment of the principal of the Bond on the earliest practicable installment payment date or, if the Bond is fully paid shall be paid to the Lessee.

The Lessor shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit the Lessee to litigate in any such proceeding in the name and behalf of the Lessor. In no event will the Lessor settle, or consent to the settlement of, any

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prospective or pending condemnation proceeding without the prior written consent of the Lessee.

Section 5.3 Condemnation of Lessee-Owned Property. The Lessee shall be entitled to the Net Proceeds of any award or portion thereof made for damage to or taking of its own property not included in the Project, provided that any Net Proceeds resulting from the taking of all or any part of the leasehold estate of the Lessee in the Project created by the Lease Agreement shall be paid and applied in the manner provided in the foregoing Section of this Lease Agreement.

ARTICLE VI

CERTAIN PROVISIONS RELATING TO ASSIGNMENT, SUBLEASING, MORTGAGING AND THE BOND

Section 6.1 Provisions Relating to Assignment and Subleasing. The Lessee may assign this Lease Agreement and the leasehold interest created hereby and may sublet the Project or any part thereof, subject, however, to the following conditions:

(a) No such assignment or subleasing and no dealings or transactions between the Lessor or the Bondholder and any assignee or sublessee shall in any way relieve the Lessee from primary liability for any of its obligations hereunder. In the event of any such assignment or subleasing the Lessee shall continue to remain primarily liable for the payment of all rentals herein provided to be paid by it and for the performance and observance of the other agreements and covenants on its part herein provided to be performed and observed by it.

(b) The Lessee will not assign the leasehold interest created hereby nor sublease the Project to any person unless the operations of such assignee or sublessee are consistent with, and in furtherance of, the purpose of the Enabling Law. The Lessee shall, prior to any such assignment or sublease, demonstrate to the reasonable satisfaction of the Lessor that the operations of such assignee or sublessee will preserve the character of the Project as a "project" under the Enabling Law.

(c) The Lessee shall within thirty days after the delivery thereof furnish to the Lessor and the Bondholder a true and complete copy of each such assignment or sublease.

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Section 6.2 Assignment of Lease Agreement and Rents by the Lessor. The Lessor has, simulaneously with the delivery of this Lease Agreement, assigned its interest in and pledged any money receivable under this Lease Agreement to the Bondholder as security for payment of the principal and interest on the Bond, and the Lessee hereby consents to such assignment and pledge. The Lessor has in the Indenture obligated itself to follow the instructions of the Bondholder in the election or pursuit of any remedies herein vested in it. The Bondholder shall have all rights and remedies herein accorded to the Lessor and any reference herein to the Lessor shall be deemed, with the necessary changes in detail, to include the Bondholder, and the Bondholder is deemed to be a third party beneficiary of the covenants, agreements and representations of the Lessee herein contained. Prior to the payment in full of the Bond, the Lessor and the Lessee shall have no power to modify, alter, amend or terminate this Lease Agreement without the prior written consent of the Bondholder. The Lessor will not amend the Indenture without the prior written consent of the Lessee. Neither the Lessor nor the Lessee will unreasonably withhold any consent herein or in the Indenture required of either of them. The Lessee shall not be deemed to be a party to the Indenture or the Bond and reference in this Lease Agreement to the Indenture and the Bond shall not impose any liability or obligation upon the Lessee other than its specific obligations and liabilities undertaken in this Lease Agreement.

Section 6.3 Restrictions on Mortgage or Sale of Project by Lessor; Consolidation or Merger of, or Transfer of Assets by, Lessor. Except for the mortgage of the Project to the Bondholder pursuant to the Indenture, the Lessor will not mortgage, sell, assign, transfer or convey the Project at any time during the Lease Term without the prior written consent of the Lessee while the Lessee is not in default hereunder. If the laws of the State at the time shall permit it, nothing contained in this Section shall prevent the consolidation of the Lessor with, or merger of the Lessor into, or transfer of the Project as an entirety to, any public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of owning and leasing the Project; provided, that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and provisions of this Lease Agreement to be kept and performed by the Lessor shall be expressly assumed in writing by the corporation resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety.

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Section 6.4 Prepayment of Bond. The Lessee may, at its election and at any time while it is not in default hereunder, pay to the Bondholder such amount as shall be sufficient to enable the Lessor to prepay, in accordance with its terms, the entire unpaid principal balance of the Bond or any lesser portion thereof not less than $1,000. The amount necessary to prepay the entire unpaid principal balance of the Bond shall include, in addition to the unpaid principal balance of the Bond, all interest accrued and to accrue on the Bond to the date on which such prepayment is to be made. If less than the entire unpaid principal balance of the Bond is prepaid, the Lessee shall continue to pay Basic Rent each month in the full amount of each installment provided in Section 3.2 hereof until the principal of and interest on the Bond have been paid in full, it being intended that any partial prepayment of principal shall not serve to postpone the due date of any subsequent monthly installments nor change the amount of such installments coming due before the principal and interest on the Bond have been paid in full.

Any payment made by the Lessee under this or any other Section of this Lease Agreement to be applied to the prepayment of the Bond shall be made at least 15 days prior to the proposed prepayment date and at the time of such payment the Lessee shall notify the Lessor and the Bondholder, in writing, as to the purpose of such payment, and the Lessor, upon receiving such notice, shall be obligated and hereby agrees to take all necessary action to have such payment applied to the prepayment of the principal of the Bond to the extent permitted under the prepayment provisions thereof.

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Section 6.5 References to Bond Ineffective After Bond Paid. Upon payment in full of the Bond, all references in this Lease Agreement to the Bond, the Indenture and the Bondholder shall be ineffective and the Bondholder shall not thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested.

In the event the Bond is fully paid prior to the termination of this Lease Agreement, the Lessee shall be entitled to the use and occupancy of the Project from the date of such payment until the expiration of the term provided for in Section 3.1 hereof without the payment of any further Basic Rent but otherwise on all of the terms and conditions hereof, except that the provisions of Sections 5.1, 5.2, 5.3 and 7.2 hereof shall not apply. If, after full payment of the Bond there is any surplus remaining in the Construction Fund, the Lessor will promptly pay such surplus to the Lessee.

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ARTICLE VII

PARTICULAR COVENANTS OF THE LESSEE

Section 7.1 General Covenants. The Lessee will, in the use of the Project and the public ways abutting the same comply with all lawful requirements of all governmental bodies; provided, however, the Lessee may, at its own expense in good faith contest the validity or applicability of any such requirement.

Section 7.2 Inspection of Project. The Lessee will permit the Lessor and the Bondholder and their duly authorized agents at all reasonable times to enter upon, examine and inspect the Project; and in the event of default as hereinafter provided, the Lessee will permit a public accountant or firm of public accountants designated by the Bondholder, to have access to, inspect, examine and make copies of the books and records, accounts and data of the Lessee.

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Section 7.3 Special Covenants. Until the Bond is fully paid:

(a) The Lessee will maintain proper books of record and account, in which full and correct entries will be made, in accordance with generally accepted accounting principles, of all its business and affairs. The Lessee shall furnish to the Lessor and to the Bondholder the following financial statements, financial data and certificates:

(i) not later than 45 days after the end of each quarterly period, other than the last quarterly period in each fiscal year, a report certified by the President or the principal financial officer of the Lessee covering the operations of the Lessee and its consolidated subsidiaries (if any) for the last preceding quarterly fiscal period and containing consolidated statements of income and retained earnings for the period beginning on the first day of the fiscal year and ended with the last day of such quarterly fiscal period and a consolidated balance sheet of the Lessee and such subsidiaries as at the close of such quarterly fiscal period, each accompanied by consolidated statements in comparative form for the corresponding periods in the preceding fiscal year, and all in reasonable detail;

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(ii) as soon as practicable and in any event within 120 days after the end of each fiscal year, consolidated financial statements, covering the operations of the Lessee and its consolidated subsidiaries (if any) for such fiscal year and containing consolidated statements of income and of retained earnings for such fiscal year, and a consolidated balance sheet of the Lessee and such subsidiaries (if any) as at the close of such fiscal year, each accompanied by consolidated statements in comparative form for the preceding fiscal year and a certificate or opinion in the standard form approved by the American Institute of Certified Public Accountants signed by an independent public account;

(iii) with reasonable promptness such other financial data as may reasonably be requested by the Lessor or the Bondholder;

(iv) together with each delivery of financial statements required by clauses (i) and (ii) above, the certificate of the president or chief financial officer of the Lessee stating that no event has occurred and is continuing which constitutes an event of default, or would constitute an event of default but for the requirement that notice be given, or time elapse, or both, under any loans, notes, debentures, bonds, leases, or other obligations then outstanding, including this Lease Agreement, or, if any such event of default or defaults exists, specifying the nature thereof, the period of existence thereof and what action the Lessee proposes to take with respect thereto.

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(b) The Lessee will duly pay and discharge all taxes, assessments and other governmental charges and liens lawfully imposed on the Lessee and upon the properties of the Lessee, provided, however, the Lessee shall not be required to pay any taxes, assessments or other governmental charges so long as in good faith it shall contest the validity thereof by appropriate legal proceedings.

(c) The Lessee will maintain and preserve its corporate existence and organization, and its authority to do business in the State and will not voluntarily dissolve without first discharging its obligations under this Lease Agreement (except as otherwise permitted under subsection (d) of this Section) and will comply with all valid laws, ordinances, regulations and requirements applicable to it or to its property and the Project.

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(d) The Lessee will not transfer or dispose of all or substantially all of its assets (either in a single transaction or in a series of related transactions), and will not merge or consolidate with any other corporation nor permit one or more corporations to consolidate with or merge into it unless the following conditions and provisions are complied with: (i) that such surviving, successor or transferee corporation is a corporation organized and existing under the laws of one of the states of the United States and is duly qualified to do business in the State, (ii) that the assignee corporation or the corporation resulting from or surviving such merger or consolidation shall expressly assume and agree in writing delivered to the Lessor and the Bondholder to pay and perform all of the Lessee's obligations under this Lease Agreement, and (iii) in connection with any such consolidation or merger, there shall be filed with the Lessor and the Bondholder a letter or certificate by a firm of certified public accountants acceptable to the Bondholder certifying that after the consummation of such consolidation or merger the corporation resulting from or surviving such consolidation or merger will have an excess of assets over liabilities at least as great as the Lessee would have had if such consolidation or merger had not occurred; or (iv) in connection with any transfer or other disposition of assets there shall be filed with the Lessor and the Bondholder a letter or certificate by a firm of certified public accountants acceptable to the Bondholder certifying that at the consummation of such transfer the corporation to which such transfer is made has an excess of assets over liabilities at least as great as the Lessee would have had if such transfer had not been made. If consolidation, merger or sale or other transfer is made as provided in this subsection (d), the provisions of this subsection (d) shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this subsection (d).

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(e) The Lessee will not in any manner transfer or convey any substantial portion of its property, assets and licenses; provided, however, the Lessee may without violating the foregoing provision make such a transfer or conveyance if prior thereto it files with the Bondholder a letter or certificate by a firm of certified public accountants acceptable to the Bondholder certifying that at the consummation of such transfer or conveyance the Lessee will have an excess of assets over liabilities at least as great as the Lessee would have had if such transfer or conveyance had not occurred.

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Section 7.4 Financing and Continuation Statements. The Lessee shall file with the Bondholder not less than 30 days nor more than six months prior to each date on which continuation statements are required to be filed under Section 7-9-403 of the CODE OF ALABAMA 1975 (or successor statute or law), an opinion of counsel (who may also be counsel for the Lessee) stating that:

(a) all action has been taken with respect to the filing, recording, refiling and rerecording of financing statements, continuation statements, documents or other notices as is necessary to perfect and to maintain the Lessor's title to and interest in the machinery, equipment, fixtures and personal property constituting a part of the Project and to perfect and maintain the security interest of the Bondholder in such property, and

(b) all actions similar to those described in (a), if any, required or appropriate to be taken during the next succeeding twelve-month period, based on then existing law, have been taken.

The Lessee shall file, record, refile and rerecord all financing statements, continuation statements, documents and notices necessary to accomplish the aforesaid and to enable counsel to render such opinion.

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ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default Defined. The following shall be events of default under this Lease Agreement and the term "event of default" shall mean, whenever used in this Lease Agreement, any one or more of the following events:

(a) Failure to pay any installment of Basic Rent that has become due and payable by the terms of this Lease Agreement and such failure continues for a period of five days after such Basic Rent becomes due and payable.

(b) Failure by the Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section, for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the Lessee by the Lessor or the Bondholder, unless the Bondholder shall agree in writing to an extension of such time prior to its expira-

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tion, which agreement shall not be unreasonably withheld if corrective action is instituted by the Lessee promptly upon receipt of the written notice and is diligently pursued until the default is corrected.

(c) The dissolution or liquidation of the Lessee or the filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Project, the Lessee's seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all its property or of the Project, or the adjudication of the Lessee as a bankrupt, or any assignment by the Lessee for the benefit of its creditors, or the entry by the Lessee into an agreement of composition with its creditors, or if a petition or answer is filed by the Lessee proposing the adjudication of the Lessee as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty days. The term "dissolution or liquidation of the Lessee", as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another corporation or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions as herein provided.

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Section 8.2 Remedies on Default. Whenever any such event of default shall have happened and be continuing, the Lessor or the Bondholder may take any of the following remedial steps:

(a) Declare all installments of Basic Rent payable under this Lease Agreement for the remainder of the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable;

(b) Reenter the Project, without terminating this Lease Agreement, and, upon ten days' prior written notice to the Lessee, relet the Project or any part thereof for the account of the Lessee, for such term (including a term extending beyond the Lease Term) and at such rentals and upon such other terms and conditions, including the right to make alterations to the Project or any part thereof, as the Lessor may, with the approval of the Bondholder, deem

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advisable, and such reentry and reletting of the Project shall not be construed as an election to terminate this Lease Agreement nor relieve the Lessee of its obligations to pay Basic Rent or to perform any of its other obligations under this Lease Agreement, all of which shall survive such reentry and reletting, and the Lessee shall continue to pay Basic Rent provided for in this Lease Agreement until the end of the Lease Term, less the net proceeds, if any, of any reletting of the Project after deducting all of the Lessor's and Bondholder's expenses in connection with such reletting, including, without limitation, all repossession costs, brokers' commissions, attorneys' fees, alteration costs and expenses of preparation for reletting;

(c) Terminate this Lease Agreement, exclude the Lessee from possession of the Project and, if the Lessor or Bondholder elect so to do, lease the same for the account of the Lessor, holding the Lessee liable for all rent due up to the date such lease is made for the account of the Lessor;

(d) Take whatever legal proceedings may appear necessary or desirable to collect the rent then due, whether by declaration or otherwise, or to enforce any obligation or covenant or agreement of the Lessee under this Lease Agreement or by law.

Section 8.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lessor or the Bondholder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this Lease Agreement and the Lessor or the Bondholder (in its own name or in the name and on behalf of the Lessor) should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee will on demand therefor pay to the Lessor or the

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Bondholder (as the case may be) the reasonable fee of such attorneys and such other expenses so incurred.

Section 8.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.6 Remedies Subject to Applicable Law. All rights, remedies and powers provided by this Article VIII may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article VIII are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Lease Agreement invalid or unenforceable.

ARTICLE IX

OPTIONS

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Section 9.1 Options to Terminate. The Lessee shall have, if it is not in default hereunder, the following options to cancel or terminate the term of this Lease Agreement:

(a) At any time prior to full payment of the Bond, the Lessee may terminate this Lease Agreement by paying to the Bondholder for the account of the Lessor such an amount, determined as specified in Section 6.4 hereof, as shall be required to prepay the entire unpaid principal balance of the Bond.

(b) At any time after full payment of the Bond the Lessee may terminate this Lease Agreement by giving the Lessor notice in writing of such termination and such termination shall forthwith become effective.

Section 9.2 Option to Renew. If the Lessee pays the rental herein reserved to the Lessor and is not otherwise in default hereunder, it shall have the right and option, herein granted by the Lessor, to renew the Lease Term for an additional term expiring on midnight of January 15, 2020, by giving written notice of such renewal to the Lessor at least sixty (60) days prior to March 31, 1990. The cash rental payable by the Lessee during any such renewal term shall be the sum of $100 per year, payable annually in advance, but otherwise all of the terms and

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conditions herein contained shall apply during such renewal term, except that the provisions of Sections 5.1, 5.2, 5.3 and 7.2 shall not apply.

Section 9.3 Option to Purchase Project Prior to Payment of the Bond. The Lessee, if not in default hereunder, shall have the option to purchase the Project at any time prior to the full payment of the Bond if any of the following shall have occurred:

(a) The Project or any part thereof shall have been damaged or destroyed (i) to such extent that, in the opinion of the Lessee, it cannot be reasonably restored within a period of four consecutive months substantially to the condition thereof immediately preceding such damage or destruction, or (ii) to such extent that, in the opinion of the Lessee, the Lessee is thereby prevented from carrying on its normal operations at the Project for a period of four consecutive months; or

(b) Title to the Project or any part thereof or the leasehold estate of the Lessee in the Project created by this Lease Agreement or any part thereof shall have been taken under the exercise of the power of eminent domain by any governmental authority or person, firm or corporation acting under governmental authority, which taking may result, in the opinion of the Lessee, in the Lessee being thereby prevented from carrying on its normal operations at the Project for a period of four months; or

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(c) As a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or Federal), or by final decree, judgment or order of any court or administrative body (whether state or Federal) entered after the contest thereof by the Lessee in good faith, this Lease Agreement shall have become void or uneforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed herein, or unreasonable burdens or excessive liabilities shall have been imposed on the Lessor or the Lessee, including without limitation, the imposition of taxes of any kind on the Project or the income or profits of the Lessor thereform, or upon the interest of the Lessee therein, which taxes were not being imposed on the date of this Lease Agreement.

To exercise such option, the Lessee shall, within thirty days following the event authorizing the exercise of such option, give written notice to the Lessor and to the Bondholder and shall specify therein the date of

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closing such purchase, which date shall be not less than forty-five nor more than ninety days from the date such notice is mailed. The purchase price payable by the Lessee in the event of its exercise of the option granted in this Section shall be such an amount, determined as specified in Section 6.4 hereof, as shall be required to prepay the entire unpaid principal balance of the Bond. The purchase price shall be paid by the Lessee to the Bondholder.

Upon the exercise of the option granted in this Section and the payment of the option price, any Net Proceeds of condemnation award then on hand or thereafter received shall be paid to the Lessee.

Section 9.4 Option to Purchase Project After Payment of the Bond. The Lessee, if not in default hereunder, shall also have the option to purchase the Project at any time during the Lease Term following full payment of the Bond for a purchase price of one dollar. To exercise the option granted in this Section, the Lessee shall notify the Lessor of its intention so to exercise such option not less than forty-five days nor more than ninety days prior to the proposed date of purchase and shall on the date of purchase pay such purchase price to the Lessor.

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Section 9.5 Option to Purchase Unimproved Leased Realty. The Lessee, if not in default hereunder, shall also have the option to purchase any Unimproved part of the Leased Realty at any time and from time to time at and for a purchase price equal to the pro rata cost thereof to the Lessor, provided that it furnishes the Lessor and the Bondholder with the following:

(a) A notice in writing containing (i) an adequate legal description of that portion of the Leased Realty with respect to which such option is to be exercised, which portion may include rights granted in party walls, the right to "tie-into" existing utilities, the right to connect and join any building, structure or improvement with existing structures, facilities and improvements on the Leased Realty, and the right of ingress or egress to and from the public highway which shall not interfere with the use and occupancy of existing structures, improvements and buildings, (ii) a statement that the Lessee intends to exercise its option to purchase such portion of the Leased Realty on a date stated, which shall not be less than forty-five nor more than ninety days from the date of such notice, (iii) a description of the buildings, structures, or improvements to be erected on the portion of the Leased Realty to be purchased and (iv) a statement that the use

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to which such portion of the Leased Realty will be devoted will be in furtherance of the purpose for which the Lessor was organized.

(b) A certificate of an Independent Engineer or of an Independent Architect dated not more than ninety days prior to the date of the purchase and stating that, in the opinion of the person signing such certificate, (i) the portion of the Leased Realty with respect to which the option is exercised is not needed for the operation of the Project, (ii) the buildings, structures or improvements described in the above certificate by the Lessee can be constructed on the real property to be purchased and (iii) the severance of such portion of the Leased Realty from the Project and the construction thereon of the buildings, structures and improvements above referred to will not impair the usefulness of the Buildings or the means of ingress thereto and egress therefrom.

(c) An amount of money equal to the purchase price computed as provided in this Section, which amount shall be applied to the prepayment of the principal of the Bond on the earliest practicable installment payment date.

Upon receipt by it of the notice and certificate required in this Section to be furnished by the Lessee and the payment by the Lessee to the Bondholder of the purchase price, the Lessor will promptly deliver to the Lessee the documents referred to in Section 9.6 hereof and will secure from the Bondholder a release from the lien of the Indenture of the portion of the Leased Realty with respect to which the Lessee shall have exercised the option granted to it in this Section.

If such option relates to Leased Realty on which transportation or utility facilities are located, the Lessor shall retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Project.

No purchase effected under the provisions of this Section shall affect the liability or the obligation of the Lessee for the payment of Basic Rent in the amounts and at the times provided in this Lease Agreement or the performance of any other agreement, covenant or provision hereof, and there shall be no abatement or adjustment in rent by reason of the release of any such realty except as specified in this Section, and the obligation and the liability of the Lessee shall continue in all respects as provided in this Lease Agreement, excluding, however, any realty so purchased.

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Section 9.6 Conveyance on Exercise of Option to Purchase. At the closing of the purchase pursuant to the exercise of any option to purchase granted herein, the Lessor will upon receipt of the purchase price deliver to the Lessee documents conveying to the Lessee the property with respect to which such option was exercised, as such property then exists, subject to the following: (i) all easements or other rights, if any, required to be reserved by the Lessor under the terms and provisions of the option being exercised by the Lessee; (ii) those liens and encumbrances, if any, to which title to said property was subject when conveyed to the Lessor; (iii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented; and (iv) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease Agreement.

ARTICLE X

INTERNAL REVENUE CODE

Section 10.1 Covenant Regarding Section 103 of the Code. The parties hereto recognize that the Bond is being sold on the basis that the interest payable on the Bond is excludable from gross income of the holder thereof under Section 103 of the Code. The Lessor and the Lessee do each hereby covenant and agree for the benefit of the Bondholder that (a) the proceeds of the Bond shall not be used or applied in such manner as to constitute the Bond an "arbitrage bond" as that term is defined in Section 103(c) of the Code, and (b) substantially all of the proceeds of the Bond will be used for the acquisition, construction, reconstruction, or improvement of land or property of a character subject to the allowance for depreciation, within the meaning of Section 103(b)(6) of the Code.

Section 10.2 Covenant Regarding Section 103(b)(6)(D) of the Code. The Lessor is issuing the Bond pursuant to an election made by it under Section 103(b)(6)(D) of the Code. The Lessee covenants and agrees that (i) the limitation set forth in said Section 103(b)(6)(D) of the Code will not be exceeded during the applicable six-year period with respect to "facilities" described in Section 103(b)(6)(E) of the Code, and (ii) during such six-year period it will not make, or permit to be made, capital expenditures in an aggregate amount that would exceed the limitation set forth in said Section 103(b)(6)(D).

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On or before March 1, 1981, and on or before the first day of each March thereafter, to and including March, 1984, the Lessee will furnish to the Bondholder a certificate of an independent certified public accountant stating that the limitation imposed by said Section 103(b)(6)(D) had not been exceeded as of the December 31 preceding the date on which the certificate is due or, in the case of the certificate due on March 1, 1984, that such limitation had not been exceeded as of the end of the six-year period to which the limitation applies. The Lessee will also comply with any requirements, including any filing or reporting requirements, that may be promulgated with respect to said Section 103(b)(6)(D).

Section 10.3 Lessee's Obligation If Interest on the Bond Is Determined To Be Subject to Federal Income Taxation. (a) If the Commissioner of Internal Revenue makes a determination that interest on the Bond is subject to Federal income taxation for any reason other than Section 103(b)(8) of the Code, and the Lessee exhausts (at its sole expense) or fails to pursue in a timely manner any administrative or judicial remedy available to it with respect to such determination, the Bondholder may, at its option, notify the Lessee in writing that the entire unpaid principal balance of the Bond shall be prepaid on the next practicable installment payment date, irrespective of whether the Lessee has violated any covenant or representation in this Lease Agreement. Within thirty days after the receipt of such notice the Lessee shall either

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(i) purchase the Project from the Lessor for the price specified in subsection (b) of this Section, which purchase price shall be paid to the Bondholder, or

(ii) pay to the Bondholder the sum specified in subsection (b) of this Section, in which event the Lessee shall be entitled to use and occupancy of the Project until the expiration of the term provided for in Section 3.1 without the payment of any further rent, except that the provisions of Sections 5.1, 5.2, 5.3 and 7.2 shall not apply, and except further that the Lessee shall not be required to carry any insurance for the benefit of the Bondholder, but shall be required to carry insurance under Section 4.5 hereof for the benefit of the Lessor as its interest may appear.

Any other options of the Lessee to purchase the Project shall be superseded by its mandatory obligation to elect one of the alternatives set forth in this subsection (a).

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(b) The price payable by the Lessee for the Project in the event interest on the Bond is determined to be subject to Federal income taxation, or the amount payable to the Bondholder in lieu of purchasing the Project, shall be equal to the sum of the following:

(i) the entire unpaid principal balance of the Bond plus accrued interest thereon to the date of prepayment; and

(ii) a premium equal to the amount of interest paid on the Bond from the date on which the interest became taxable until the date of prepayment of the Bond.

(c) Upon payment by the Lessee of the amount specified in subsection (b) of this Section, the Lessor shall call the Bond for prepayment on the next practicable installment payment date.

Section 10.4 Investment Credit. The Lessor agrees that any investment tax credit with respect to any part of the Project shall be made available for the Lessee but neither the Lessor nor the Bondholder shall have any responsibility or liability for the Lessee's failure to receive any such investment tax credit.

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ARTICLE XI

MISCELLANEOUS

Section 11.1 Covenant of Quiet Enjoyment. So long as the Lessee performs and observes all the covenants and agreements on its part herein contained, it shall peaceably and quietly have, hold and enjoy the Project during the Lease Term subject to all the terms and provisions hereof.

Section 11.2 Lessor's Liabilities Limited. This Lease Agreement is entered into under and pursuant to the provisions of the Enabling Law. No provision hereof shall be construed to impose a charge against the general credit of the Lessor or any personal or pecuniary liability upon the Lessor except to apply the proceeds to be derived from the sale of the Bond and the revenues and receipts to be derived from any leasing or sale of the Project or any part thereof as provided herein and in the Indenture.

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Section 11.3 Prior Agreements Cancelled. This Lease Agreement shall completely and fully supersede the Inducement Agreement and all other prior agreements, both written and oral, between the Lessor and the Lessee relating to the acquisition of the Leased Realty, the construction of the Buildings, the acquisition and installation of the Equipment, the leasing of the Project and any options to renew or to purchase; excepting however any deed or other instrument by which the Project, any part thereof, or any interest therein has been transferred and conveyed by the Lessee to the Lessor. Neither the Lessor nor the Lessee shall hereafter have any rights under such prior agreements but shall look solely to this Lease Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the Project.

Section 11.4 Execution Counterparts. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.5 Binding Effect; Governing Law. This Lease Agreement shall inure to the benefit of, and shall be binding upon, the Lessor, the Lessee and their respective successors and assigns. This Lease Agreement shall be governed exclusively by the applicable laws of the State.

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Section 11.6 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 11.7 Article and Section Captions. The Article and Section headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.

Section 11.8 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows: if to the Lessor, at City Hall, Columbiana, Alabama; if to the Lessee, at 130 Industrial Park Road, Columbiana, Alabama 35051, Attention of Vice President; and if to the Bondholder at P. O. Box 11426, Birmingham, Alabama 35202. A duplicate copy of each notice, certificate or other communication given hereunder by either the Lessor or the Lessee to the other shall also be given to the Bondholder. The Lessor, the Lessee and the Bondholder may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Agreement to be executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed, and have caused this Lease Agreement to be attested, all by their duly authorized officers.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF COLUMBIANA

By _____
Chairman of its Board of
Directors

SEAL

Attest: _____
Its Secretary

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McWANE, INC.

By _____

Its _____

S E A L

Attest: _____

Its: _____

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STATE OF ALABAMA
SHELBY COUNTY

I, Mary D Largin, a Notary Public in and for said County in said State, hereby certify that George Bentley, whose name as Chairman of the Board of Directors of The Industrial Development Board of the City of Columbiana, a public corporation, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 11th day of March, 1980.

Mary D. Largin
Notary Public

NOTARIAL SEAL

My commission expires: My commission expires 9-

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STATE OF ALABAMA
SHELBY COUNTY

I, Julia Ann Chamblee, a Notary Public in and for said County in said State, hereby certify that John E. Duke, whose name as Vice President of McWane, Inc., a corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 11 day of March, 1980.

Julia Ann Chamblee
Notary Public

NOTARIAL SEAL

My commission expires: Notary Public, Alabama State at Large My Commission Expires January 4, 1984

EXHIBIT A
TO
LEASE AGREEMENT
BETWEEN
THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF COLUMBIANA
AND
McWANE, INC.

I. SAND SYSTEM

A. VIBRATING CONVEYORS

1. One (1) Model SC36/42 x 8/16 x 74'-0" heavy duty Syncro-Coil Mold dump conveyor

2. One (1) Model SCRT heavy duty Syncro-Coil degating conveyor.

B. BELT CONVEYORS

1. One (1) sand distribution conveyor, 30"x86'-0".

2. One (1) Muller feed conveyor, 24"x46'-0".

3. One (1) return sand conveyor, 24"x51'-0".

4. Two (2) Hunter belt feeders, complete with sand hoppers and aerators.

5. One (1) spill sand conveyor, 24"x46'0".

6. One (1) spill sand conveyor, 24"x104'-0".

C. Over-belt magnetic separator, 24"x7'0".

D. Return sand bucket elevator, 22"x48"x42'-0, complete with 16" wide belt and sand buckets.

E. Sand screen, rotary type, 5'-0"x3'-0"x10'-0".

F. Sand storage Bin, 110 ton active capacity, 16"-0"x12'-0", complete with 10'-0", Vibra-Screw bin activator.

G. Muller mixer, Simpson, 40TPH capacity, complete with operating platform, 12"-0"x18'-0".

H. Didion Rotary Shakeout, Model No. RS 100.

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I. Two (2) bond additive storage hoppers, complete with screw feeders.

J. Molders' Bridge Cranes. One (1) 1/2 ton manual bridge crane system with two (2) bridge girders and mold handling devices.

K. Floor Hoppers and Grating, for spill sand conveyors.

L. Motor Control Panel, services all Sand System equipment.

II. PENTHOUSE ENCLOSURE OVER MULLER, 18'x26'x49'

III. PALLET LINES

A. Six (6) 76'-0" long pallet lines complete with mold lift and dump stations.

B. 240 Pallet Cars

IV. WEIGHT AND JACKET CHANGERS

A. Nine (9) weight and jacket changers complete with jackets and mold weights.

V. CLEANING ROOM

A. One (1) Ervin MT-18 Jet Wheelblast machine to clean castings.

B. Three (3) SETCO stand grinders

C. One (1) 60'-0" long casting conveyor

D. Miscellaneous casting storage boxes, inspection tables, etc.

VI. HOT METAL MONORAIL AND POURING BRIDGE CRANE

A. One (1) 3-ton monorail with accessories

B. Two (2) Toledo track scale systems for weighing hot metal

C. Two (2) battery powered trolleys

D. One (1) one-ton manual pouring bridge crane, 53'-0" long, with three (3) bridge girders and accessories.

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VII. CHARGING CRANES

A. One 5-ton motorized overhead crane, complete with P&H hoist and one (1) Ohio 45" diameter magnet for scrap lifting.

B. One (1) monorail system with hoist to carry scrap buckets to charge melting furnaces.

C. One (1) Inductotherm scrap weight/dry/charge system. Includes 4 million BTU burner, two 40 cuft. scrap buckets, weighing system, and support platform.

VIII. DUST COLLECTION

A. One (1) Griffin baghouse JA-440-D

B. One (1) New York blower fan, 29,000 CFM.

C. One (1) lot class III duct work to connect all collection areas in foundry to baghouse.

IX. FURNACES

One (1) set of two (2) 10-Ton Inductotherm UNIPAC induction melting furnaces, complete with 2500 KW power supply and all operating controls. Includes cooling tower and furnace power transformer.

X. MOLDING MACHINES

A. One (1) Hunter HMPIOC automatic molding machine, with accessories.

B. One (1) Hunter HMP20C automatic molding machine with accessories.

XI. BUILDINGS

A. One Kirby metal building for furnaces, 125'x48', with 50'x28' lean-to.

B. One Kirby metal building for sand system and cleaning room, 140'x80'.

C. Foundations for both buildings, to include equipment foundations within the buildings.

D. Lighting and wiring for buildings.

XII. ELECTRICAL EQUIPMENT

All transformers, breaker panels and wiring necessary to power all new equipment.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
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