

Amend

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FIRST AMENDATORY AGREEMENT

This First Amendatory Agreement, dated as of December 1, 1982 (this "Amendment"), by and between The Industrial Development Board of the Town of Pelham, a public corporation and instrumentality of the State of Alabama (the "Issuer"), and Moore-Handley, Inc., a Delaware corporation formerly named "M-H Acquisition Company" (the "Company"), and relating to that certain Lease Agreement, dated as of December 1, 1981 (the "Lease"), by and between the Issuer, as lessor, and the Company, as lessee, which Lease relates to the real property described in Exhibit "A" hereto.

W I T N E S S E T H :

WHEREAS, the Lease relates to a certain warehouse, wholesale, industrial, office and commercial facility (the "Series 1981 Project"), which was acquired by the Issuer with the proceeds of a series of industrial development bonds issued by the Issuer and known as "The Industrial Development Board of the Town of Pelham Industrial Development Revenue Bonds (Moore-Handley, Inc. Project), Series 1981 (the "Series 1981 Bonds");

WHEREAS, the Company and the Issuer have simultaneously with the execution hereof entered into that certain Lease Agreement, dated as of even date herewith, pursuant to which the Issuer agrees to lease or sublease, as the case may be, a certain "Project" (as defined in said Lease Agreement) to the Company (the "Series 1982 Project");

WHEREAS, the Series 1982 Project is being financed with proceeds of a series of industrial development bonds issued by the Issuer in the aggregate principal amount of \$1,200,000, which series is known as "The Industrial Development Board of the Town of Pelham Industrial Development Revenue Bonds (Moore-Handley, Inc. Project), Series 1982" (the "Series 1982 Bonds");

WHEREAS, the Series 1982 Project includes the construction of certain improvements on land that comprises a part of the Series 1981 Project;

WHEREAS, First Alabama Bank of Birmingham, a state banking corporation organized and existing under the laws of

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the State of Alabama (the "Bank"), is the registered owner of the Series 1981 Bonds and simultaneously with the execution hereof will acquire the Series 1982 Bonds;

WHEREAS, the Issuer, the Company and the Bank desire to enhance the security for repayment of the Series 1981 Bonds and the Series 1982 Bonds;

NOW, THEREFORE, intending to be legally bound, the Issuer and the Company hereby agree as follows:

Section One. Section 10.1 of the Lease is hereby amended by deleting the word "or" and the end of subsection (f) thereof, by deleting the period at the end of subsection (g) thereof and inserting in lieu of the period a semicolon followed by the word "or" and by adding following subsection (g) a new subsection (h) to read as follows:

(h) the occurrence of an "event of default" or "default" under (i) that certain Lease Agreement, dated as of December 1, 1982, by and between the Issuer, as lessor, and the Company, as lessee; (ii) that certain Mortgage and Trust Indenture, dated as of December 1, 1982, by and between the Issuer and First Alabama Bank of Birmingham, as Trustee; or (iii) that certain series of the Issuer's industrial development bonds known as "The Industrial Development Board of the Town of Pelham Industrial Development Revenue Bonds (Moore-Handley, Inc. Project), Series 1982".

Section Two. The Lease is in all respects confirmed and ratified and declared to be in full force and effect as amended as provided in Section One hereof.

IN WITNESS WHEREOF, the Issuer and the Company have caused this Amendment to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF PELHAM

(CORPORATE SEAL)

ATTEST:

M. Martin
Secretary

By: David E. Smith
Chairman

MOORE-HANDLEY, INC.

(CORPORATE SEAL)

By: W. R. Kelly
Chairman

ATTEST:

W. R. Kelly
Assistant Secretary

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ACKNOWLEDGMENT OF ISSUER

STATE OF ALABAMA

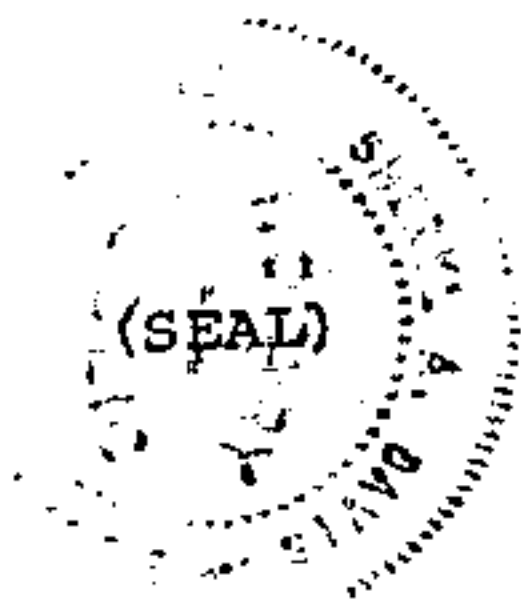
COUNTY OF SHELBY *Jefferson*

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

Given under my hand and seal of office this 22 day of December, 1982.

Sheryl A. Davis
Notary Public

My Commission expires: *Aug 14, 1985*



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ACKNOWLEDGMENT OF COMPANY

STATE OF ALABAMA

COUNTY OF SHELBY

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BOOK

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that William Riley, whose name as Chairman of Moore-Handley, Inc., is signed to the foregoing Lease Agreement, and who is known to me and known to be such officer, acknowledged before me under oath that, being informed of the contents of said Lease Agreement he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 22 day of December, 1982.

Sheryl A. Davis
Notary Public

My Commission expires: Aug 14, 1985

(SEAL)

CONSENT TO AMENDMENT BY BONDHOLDER AND TRUSTEE

The undersigned, First Alabama Bank of Birmingham, does hereby certify that it is Trustee and holder of 100% of the \$2,850,000 aggregate principal amount of the Industrial Development Board of the Town of Pelham Industrial Development Revenue Bonds (Moore-Handley, Inc. Project) Series 1981 (the "Bonds"). First Alabama Bank of Birmingham does hereby give its full consent as Trustee and owner of 100% of the Bonds to the foregoing Amendment to Lease Agreement.

This 22nd day of December, 1982.

FIRST ALABAMA BANK OF BIRMINGHAM

By: B. H. Brown
Its SENIOR VICE PRESIDENT
TRUST

S E A L

ATTEST:

Roy D. Brumwell
Its ASSISTANT SECRETARY

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that UNKNOWN, whose name as SENIOR VICE PRESIDENT of First Alabama Bank of Birmingham, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said Consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office, this 22nd day of December, 1982.

Sheryl A. Davis
Notary Public

MY COMMISSION EXPIRES AUGUST 14, 1985



EXHIBIT "A"

to

First Amendatory Agreement between

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF PELHAM

and

MOORE-HANDLEY, INC.
dated as of December 1, 1982

DESCRIPTION OF LEASED LAND

A parcel of land located in the SW 1/4 of the SW 1/4 of Section 13, and the SE 1/4 of the SE 1/4 of Section 14, all in Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said Section 13, thence in an Easterly direction along the South line of said Section 13, a distance of 764.69 feet to the intersection of said Section line and the Westerly right-of-way line of U. S. Highway 31; thence 102 deg. 18 min. left in a Northwesterly direction along said right-of-way a distance of 662.23 feet to the point of beginning; thence continue along last described course a distance of 655.57 feet; thence 77 deg. 42 min. left in a Westerly direction a distance of 848.51 feet to the Easterly right-of-way line of the Old Ashville-Montevallo Highway; thence 90 deg. 12 min. left in a Southerly direction along the Easterly right-of-way line of said Highway, a distance of 249.15 feet; thence 6 deg. 24 min. left in a Southeasterly direction along said right-of-way a distance of 283.08 feet; thence 90 deg. 11 min. 36 sec. left in a Northeasterly direction a distance of 313.80 feet; thence 90 deg. right, in a Southeasterly direction a distance of 222.23 feet; thence 90 deg. left in a Northeasterly direction a distance of 621.22 feet to the point of beginning; being situated in Shelby County, Alabama.

CLERK OF ALA. SHELBY CO.
I CERTIFY THIS
DEED WAS FILED

1982 DEC 27 AM 11:20

Dec 12.00
Jud 1.00
13.00

Thomas A. J. J. J.
CLERK OF PROBATE

(Subject to Permitted Encumbrances as described in the Lease. Said Lease was recorded as the real property records of the Clerk of the Court of Probate of Shelby County, Alabama on December 31, 1981, in Deed Book 337, page 64.)