

SUPPLEMENTAL  
MORTGAGE, SECURITY AGREEMENT AND INDENTURE OF TRUST  
BETWEEN  
THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE TOWN OF PELHAM  
AND  
SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION

WHEREAS, THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM, a public instrumentality under the laws of the State of Alabama (hereinafter referred to as the "Board"), and BIRMINGHAM TRUST NATIONAL BANK (predecessor of SouthTrust Bank of Alabama, National Association), a national banking association (hereinafter referred to as the "Trustee"), did enter into a Mortgage, Security Agreement and Indenture of Trust, dated as of October 1, 1981 (the "Indenture"), as recorded in Book 416, Page 353, in the Shelby County Probate Office, under which the Board issued its Industrial Development First Mortgage Revenue Bond, Series 1981 (Alabama Wire Project), in the principal amount of \$150,000 (the "1981 Bond"), for the purpose of acquiring real property, and constructing thereon and equipping a manufacturing and processing facility (the "Project"), and under which the Board did mortgage said property to the Trustee as security for the payment of the principal and interest on said Bond;

WHEREAS, an additional \$160,000 is needed to provide additions, modifications and improvements to the Project;

WHEREAS, Section 203 of the Indenture provides that one or more series of Additional Bonds may be issued by the Board for the purpose of paying the costs of additions, modifications or improvements to the Project;

WHEREAS, the Board is willing to issue Additional Bonds in the amount of \$160,000 and to use the proceeds thereof to expand the Project;

WHEREAS, the Board and the Trustee are willing to enter into this Supplemental Mortgage, Security Agreement and Indenture of Trust (the "Supplemental Indenture"), which supplements the Indenture, so as to provide for the issuing of said Additional Bonds;

*A. Key Foster, Jr.*

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WHEREAS, the holder of 100% in aggregate principal amount of the 1981 Bond has given its written consent for this Supplemental Indenture.

WHEREAS, John B. Wood, Jr., Lessee of the Project, has given his written consent for this Supplemental Indenture;

NOW, THEREFORE, in consideration of the premises, the Board and the Trustee hereby agree to supplement and amend the Indenture, by adding the following provisions to said instrument:

#### ADDITIONAL GRANTING CLAUSES

That the Borrower in consideration of the premises and the acceptance of the Bonds by the owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable considerations, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of (and premium, if any) and interest on the Bonds according to their tenor and effect and the performance and observance by the Borrower of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, mortgage and pledge unto the Trustee and unto its successors in trust, and to it and its assigns forever for the securing of the performance of the obligations of the Borrower hereinafter set forth:

#### II.(a)

The machinery, equipment, fixtures and tangible personal property described in Exhibit "A" attached hereto, which Exhibit "A", by this reference thereto is incorporated herein and made a part hereof, together with any substitutions or replacements therefor as provided in the Lease Agreement and in general all machinery, equipment, fixtures and tangible personal property acquired by the Borrower with the proceeds from the 1983 Bond issued under and secured by this Indenture.

#### ARTICLE I

##### DEFINITIONS

"1983 Bond" means the Bond of the Board in the aggregate principal amount of \$160,000 authorized to be issued pursuant to Section 201-1 hereof.

#### ARTICLE II

##### THE BONDS

Section 201-1. Additional Bonds Authorized. There is hereby authorized to be issued hereunder \$160,000 of Additional Bonds (the "1983 Bond").

Section 202-1. Issuance of 1983 Bond. The 1983 Bond in the total principal amount of \$160,000 shall be designated "Industrial Development First Mortgage Revenue Bond, Series 1983 (Alabama Wire Project)", shall be dated December 1, 1983, and shall bear interest on the outstanding principal balance from the date of issuance thereof at the per annum rate equal to 80% of the average daily prime rate of interest as announced from time to time by SouthTrust Bank of Alabama, National Association, at its principal office in Birmingham, Alabama (the "Prime Rate"), determined quarterly on January 1, April 1, July 1 and October 1, of each year and applied to the three immediately preceding months (subject to a maximum interest rate of 15% and a minimum interest rate of 8%). Principal and interest shall be payable in 118 monthly installments of \$2,503.69 each, payable on the first day of each month beginning on January 1, 1984, and ending on October 1, 1993. Principal shall be amortized according to the amortization schedule (\$160,000 principal; 118 payments; 14% interest) attached hereto as Exhibit A, and interest will be adjusted (underpayments will be billed with payment thereof being due within 15 days; overpayments will be credited to the next monthly installments) on January 1, April 1, July 1 and October 1 of each year for the difference between 14% interest and 80% of the Prime Rate (subject to the maximum and minimum rate) for the preceding 3 months.

Principal of, premium, if any, and interest on the 1983 Bond shall be payable to the person appearing on the Bond registration books of the Borrower as the registered owner thereof and shall be paid by check or draft mailed to the registered owner at his address as it appears on such registration books or at such other address as is furnished to the Trustee, in writing, by such owner. Payment shall be made in lawful money of the United States of America.

Section 206-1. Form of 1983 Bond. The 1983 Bond issued under this Indenture and the Trustee's authentication certificate shall be substantially in the following forms, respectively, with appropriate omissions, insertions and variations as are permitted or authorized by this Indenture:

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UNITED STATES OF AMERICA  
STATE OF ALABAMA  
THE INDUSTRIAL DEVELOPMENT BOARD OF THE  
TOWN OF PELHAM  
INDUSTRIAL DEVELOPMENT FIRST MORTGAGE REVENUE BOND  
SERIES 1983 (ALABAMA WIRE PROJECT)

No. R-1

\$160,000

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KNOW ALL MEN BY THESE PRESENTS that The Industrial Development Board of the Town of Pelham, a public corporation created and existing under the laws of the State of Alabama (hereinafter called the "Development Board") and located in the City of Pelham, Alabama (hereinafter called the "Municipality"), for value received, promises to pay (unless this Bond shall have been duly called for previous redemption and payment duly provided for) from the source and as hereinafter provided to SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION, or registered assigns, the principal sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000) and in like manner to pay to the registered owner hereof interest on the outstanding principal balance from the date of issuance of this Bond at the per annum rate equal to 80% of the average daily prime rate of interest as announced from time to time by SouthTrust Bank of Alabama, National Association, at its principal office in Birmingham, Alabama (the "Prime Rate"), determined quarterly on January 1, April 1, July 1 and October 1 of each year and applied to the three immediately preceding months (subject to a maximum interest rate of 15% and a minimum interest rate of 8%). Principal and interest shall be payable in 118 monthly installments of \$2,503.69 each, payable on the first day of each month beginning on January 1, 1984, and ending on October 1, 1993. Principal shall be amortized according to the amortization schedule (\$160,000 principal; 118 payments; 14% interest) attached hereto as Exhibit A, and interest will be adjusted (underpayments to be billed with payment thereof being due within 15 days; overpayments to be credited to the next monthly installments) on January 1, April 1, July 1 and October 1 of each year for the difference between 14% interest and 80% of the Prime Rate (subject to the maximum and minimum rates) applicable for the preceding 3 months.

Principal of (and premium, if any) and interest on this Bond are payable in lawful money of the United States of America by the Trustee, SouthTrust Bank of Alabama, National Association, or its successor in trust, by check or draft of the Trustee mailed to the registered owner at his address as it appears on the Bond registration books or at such other address as is furnished to Trustee by such owner.

This Bond is all of an authorized issue of Bonds limited in aggregate principal amount to \$160,000 issued and authorized to be issued for the purpose of constructing and equipping a plant building, machinery, equipment, facilities and improvements on certain real property, and leasing the same by the Development Board under a Lease Agreement dated as of October 1, 1981, and an Amendment to Lease Agreement dated as of December 1, 1983 (hereinafter together called the "Lease Agreement") to John B. Wood, Jr. (hereinafter referred to as "Lessee") (such land, building, machinery, equipment, facilities and improvements as they may at any time exist being hereinafter called the "Project") and paying necessary expenses incidental thereto. Said Bond is issued under and is secured by and entitled to the protection given by a Mortgage, Security Agreement and Indenture of Trust, dated as of October 1, 1981, and a Supplemental Mortgage, Security Agreement and Indenture of Trust dated as of December 1, 1983 (hereinafter together called the "Indenture"), duly executed and delivered by said Development Board respectively to Birmingham Trust National Bank and its successor, SouthTrust Bank of Alabama, National Association, as Trustee (the term "Trustee" where used herein referring to said Trustee, or its successor in trust) and reference is hereby made to the Indenture and to all indentures supplemental thereto for a description of the property mortgaged, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of said Development Board,

the Trustee and the registered owner of the Bond and the terms upon which the Bond is issued and secured. Said Bond is also secured by a guaranty of payment from John B. Wood, Jr. and Alabama Wire, Inc., to the Trustee under a Guaranty Agreement dated as of October 1, 1981, and an Amended Guaranty Agreement dated as of December 1, 1983. Additional Bonds ranking equally with this Bond may be issued on the terms provided in the Indenture.

This Bond is transferable, as provided in the Indenture, only upon the registration books kept for that purpose at the principal office of the Trustee by the registered owner hereof in person or by his duly authorized attorney, upon surrender of this Bond to the Trustee together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond of the same principal amount as the surrendered Bond.

This Bond is subject to redemption or prepayment of principal installments by the Development Board prior to maturity on any monthly installment payment date, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date.

BOOK 441 PAGE 29 This Bond is also subject to mandatory redemption or prepayment of principal installments in the event (1) the Lessee exercises its option to purchase the Project pursuant to Section 9.2 of said Lease Agreement or the Lessee elects to have the proceeds of a condemnation award applied toward the redemption of the Bond as provided in Section 5.2 of the Lease Agreement, (2) the Project is sold pursuant to Article IX of the Indenture after an event of default, or (3) the Lessee is required to purchase the Project or to provide funds for the redemption of the Bond pursuant to Section 10.2 of said Lease Agreement. In the case of redemption pursuant to any of the foregoing, the Bond shall be subject to redemption by the Development Board at any time in whole or (in the case of redemption pursuant to Section 5.2 of the Lease Agreement) in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date.

In the event a portion of the principal installments are called for prepayment, the principal so prepaid shall be applied to the next principal installments that are due. After such prepayments, no regular payments shall be skipped and no adjustment will be made in the amount of the monthly payment. The prepayment will be applied to reduce the total number of payments to be paid.

In the event this Bond is called for redemption or prepayment of principal installments as aforesaid, notice thereof identifying the installments to be prepaid will be given to the owner by mailing a copy of the redemption notice by registered or certified mail to the address shown on the registration books at least thirty days prior to the date fixed for redemption or prepayment to the registered owner of the Bond; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption or prepayment of the Bond. All installments so called for redemption or prepayment will cease to bear interest on the specified redemption or prepayment date provided funds therefor are on deposit at the place of payment at that time, and, upon such deposit, said installments shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Bond is issued pursuant to and in full compliance with the Constitution and laws of the State of Alabama, particularly Act No. 648 adopted at the 1949 Regular Session of the Legislature of the State of Alabama, approved September 19, 1949, as amended (appearing as Code of Ala. 1975, § 11-54-80 thru § 11-54-101) and pursuant to a

resolution adopted and approved by the Development Board, which resolution authorizes the execution and delivery of the Indenture. This Bond is a limited obligation of the Development Board and is payable solely out of the revenues and receipts derived from the leasing or sale of the Project financed through the issuance of the Bond and which has been leased to the Lessee. The Bond does not now and shall never constitute an obligation of or a charge against the general credit or taxing powers of the Municipality. Rental payments sufficient for the prompt payment when due of the interest on and principal of said Bonds are to be paid to the Trustee for the account of the Development Board and deposited in a special account created by the Development Board under the Indenture and have been duly pledged for that purpose and in addition the Project has been mortgaged to secure payment of such principal and interest under the Indenture.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture the principal of the Bond issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture or of any supplements thereto may be made only to the extent and in the circumstances permitted by the Indenture.

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IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond, together with all other obligations of the Development Board, do not exceed or violate any constitutional or Statutory limitation; and that the lease rentals and revenues pledged to the payment of the principal of and interest on this Bond, as the same become due, will be sufficient in amount for that purpose.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

This Bond and the income therefrom and also the Project and any revenues derived by the Development Board from any lease thereof are exempt from all taxation in the State of Alabama.

IN WITNESS WHEREOF, The Industrial Development Board of the Town of Pelham has caused this Bond to be executed in its name with the manual signature of the Chairman of its Board of Directors and attested by its Secretary, who has manually subscribed his signature hereon and impressed its corporate seal hereto, all as of the first day of December, 1983.

THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE TOWN OF PELHAM

By \_\_\_\_\_  
Chairman of its Board of Directors

S E A L

Attest: \_\_\_\_\_  
Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Mortgage, Security Agreement and Indenture of Trust. This the 20th day of December, 1983.

SOUTHTRUST BANK OF ALABAMA,  
NATIONAL ASSOCIATION, as Trustee

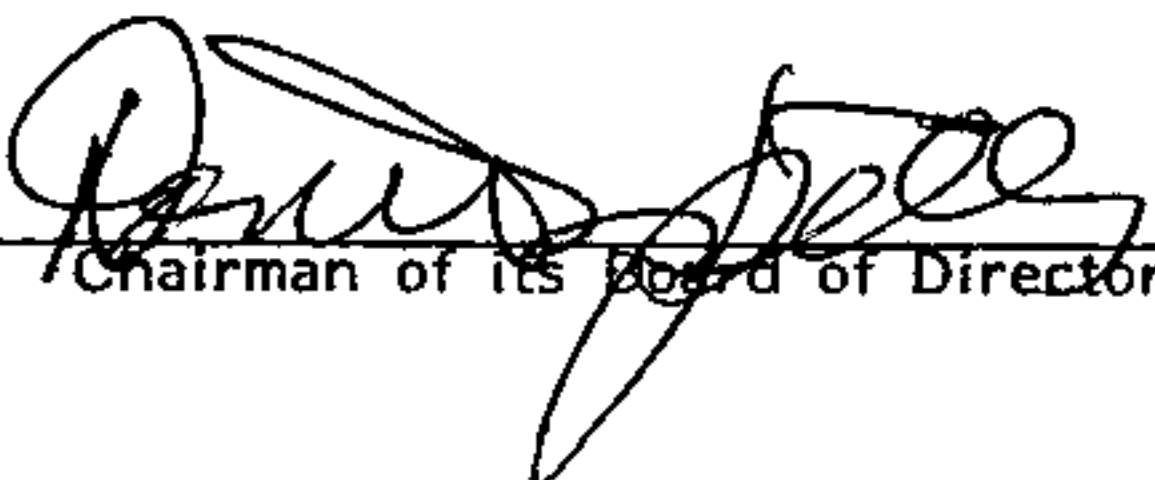
By \_\_\_\_\_  
Authorized Officer

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IN WITNESS WHEREOF, the Board has caused this Supplemental Indenture to be executed in its corporate name and behalf by the Chairman of the Directors, has caused its corporate seal to be hereunto affixed and has caused this Supplemental Indenture to be attested by its Secretary, and the Trustee, to evidence its acceptance of the trusts hereby created, has caused this Supplemental Indenture to be executed in its corporate name and behalf, has caused its corporate seal to be hereunto affixed and has caused this Supplemental Indenture to be dated as of December 1, 1983.

THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE TOWN OF PELHAM

By   
Chairman of its Board of Directors

SEAL

Attest:   
Its Secretary

SOUTHTRUST BANK OF ALABAMA,  
NATIONAL ASSOCIATION,  
SUCCESSOR TO BIRMINGHAM TRUST  
NATIONAL BANK, as Trustee

By   
Its VICE PRESIDENT,  
CORPORATE TRUST

SEAL

Attest:   
Its SENIOR TRUST OFFICER  
CORPORATE



STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County in said State, 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, a public corporation and instrumentality under the laws of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation.

Given under my hand and official seal of office, this 28<sup>th</sup> day of December, 1983.

Marilyn K. Shinniff  
Notary Public

S E A L

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Carl B. Smith, whose name as VICE PRESIDENT - CORPORATE TRUST of SouthTrust Bank of Alabama, National Association, a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal of office, this 28<sup>th</sup> day of December, 1983.

Marilyn K. Shinniff  
Notary Public

S E A L

EXHIBIT A

SUPPLEMENTAL  
MORTGAGE, SECURITY AGREEMENT AND INDENTURE OF TRUST  
BETWEEN  
THE INDUSTRIAL DEVELOPMENT BOARD OF THE  
TOWN OF PELHAM  
AND  
SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION

1. Wells - Straighten and Cut Machine (1/2")
2. Nilson - Four Slide Machine (3/8")

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CONSENT TO AMENDMENT BY BONDHOLDER

The undersigned, SouthTrust Bank of Alabama, National Association, successor to Birmingham Trust National Bank, does hereby certify that it is the holder of 100% in aggregate principal amount of the Industrial Development First Mortgage Revenue Bond, Series 1981 (Alabama Wire Project), of The Industrial Development Board of the Town of Pelham, issued in the original principal amount of \$150,000 (the "Bond"). SouthTrust Bank of Alabama, National Association, does hereby give its full consent as owner of 100% of the Bond to the foregoing Supplemental Mortgage, Security Agreement and Indenture of Trust, authorizing the issuance of \$160,000 of additional parity bonds.

This the 20th day of December, 1983.

SOUTHTRUST BANK OF ALABAMA,  
NATIONAL ASSOCIATION

By Rusty Moulton  
Its Assistant Vice-President

SEAL

Attest: Michael C. Moulton  
Its Commercial Loan Representative

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rusty Moulton, whose name as Assist. Vice-pres. of SouthTrust Bank of Alabama, National Association, a national banking association, 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 Bank.

Given under my hand and official seal of office, this 20<sup>th</sup> day of December, 1983.

Marilyn K. Shreff  
Notary Public

SEAL

CONSENT TO AMENDMENT BY LESSEE

The undersigned, John B. Wood, Jr., does hereby give his full consent to the execution and delivery of the foregoing Supplemental Mortgage, Security Agreement and Indenture of trust.

This the 20th day of December, 1983.

WITNESS:

A. Key Foster, Jr.

John B. Wood, Jr.  
John B. Wood, Jr.

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STATE OF ALABAMA )  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John B. Wood, Jr., whose name is signed to the foregoing Consent, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Consent, he executed the same voluntarily on this date.

Given under my hand and official seal of office, this 20<sup>th</sup> day of December, 1983.



Mailem K. Shuff  
Notary Public

This instrument was prepared by:

A. Key Foster, Jr.  
Balch Bingham Baker Ward Smith Bowman & Thagard  
Suite 600, Financial Center  
Birmingham, Alabama 35203

RECORDED & INDEXED  
1983 DEC 21

1983 DEC 21 PM 12:02

Mailem K. Shuff  
Notary Public

Rec 18.00  
Ind 1.00  
19.00