

702

LEASE AGREEMENT

(Morrow Project)

By and between

The Industrial Development Board
of Shelby County, as Lessor

and

Gordon Morrow, Jr.
and
Malcolm A. Morrow, as Lessees

The interest of The Industrial Development Board of Shelby County in any rents, revenues and receipts derived by it under this Lease Agreement has been assigned to AmSouth Bank, National Association under a Mortgage and Indenture of even date herewith.

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

BOOK 002 PAGE 410

LEASE AGREEMENT

TABLE OF CONTENTS

(This Table of Contents is not a part of this Lease Agreement and is only for convenience of reference)

PAGE

ARTICLE I

DEFINITIONS, REPRESENTATIONS AND DEMISE CLAUSE

Section 1.1	Definitions.....	1
Section 1.2	Representations by the Lessor.....	4
Section 1.3	Representations by the Lessees.....	4
Section 1.4	Demise of the Project.....	6

ARTICLE II

ACQUISITION OF THE PROJECT

Section 2.1	Agreement to Acquire.....	6
Section 2.2	No Warranty of Suitability by Lessor; Lessees Required to Complete Project in Certain Events.....	8
Section 2.3	Lessor to Pursue Remedies Against Vendors, Contractors and Subcontractors and Their Sureties.....	9
Section 2.4	Investment of Construction Fund Money..	9
Section 2.5	Completion of the Project.....	10

ARTICLE III

DURATION OF LEASE TERM
AND RENTAL PROVISIONS

Section 3.1	Duration of Term.....	10
Section 3.2	Rental Provisions.....	11
Section 3.3	Obligations of Lessees Unconditional...	11

ARTICLE IV

MAINTENANCE, ALTERATIONS, REPLACEMENTS,
TAXES AND INSURANCE

Section 4.1	Maintenance and Repairs, Alterations and Improvements to Buildings, Party Walls, and Liens.....	12
Section 4.2	Removal of, Substitution and Replacement for Equipment.....	13

	<u>PAGE</u>
Section 4.3 Installation by Lessees of Their Own Machinery and Equipment.....	14
Section 4.4 Taxes and Other Governmental Charges...	15
Section 4.5 Insurance Required.....	16
Section 4.6 Advances by Lessor or Bondholder.....	17
Section 4.7 Indemnity of Lessor.....	18

ARTICLE V

PROVISIONS RESPECTING DAMAGE, DESTRUCTION AND CONDEMNATION

Section 5.1 Damage and Destruction.....	19
Section 5.2 Condemnation.....	20
Section 5.3 Condemnation of Lessee-Owned Property..	21

ARTICLE VI

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

Section 6.1 Provisions Relating to Assignment and Subleasing.....	22
Section 6.2 Assignment of Lease Agreement and Rents by the Lessor.....	22
Section 6.3 Restrictions on Mortgage or Sale of Project by Lessor; Consolidation or Merger of, or Transfer of Assets by, Lessor.....	23
Section 6.4 Prepayment of Bond.....	23
Section 6.5 References to Bond Ineffective After Bond Paid.....	24

ARTICLE VII

PARTICULAR COVENANTS OF THE LESSEE

Section 7.1 General Covenants.....	25
Section 7.2 Inspection of Project.....	25
Section 7.3 Special Covenants.....	25
Section 7.4 Financing and Continuation Statements..	26

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1 Events of Default Defined.....	26
Section 8.2 Remedies on Default.....	28
Section 8.3 No Remedy Exclusive.....	29

	<u>PAGE</u>
Section 8.4 Agreement to Pay Attorneys' Fees and Expenses.....	29
Section 8.5 No Additional Waiver Implied by One Waiver.....	30
Section 8.6 Remedies Subject to Applicable Law.....	30

ARTICLE IX

OPTIONS

Section 9.1 Options to Terminate.....	30
Section 9.2 Option to Renew.....	30
Section 9.3 Option to Purchase Project Prior to Payment of the Bond.....	31
Section 9.4 Option to Purchase Project After Payment of the Bond.....	32
Section 9.5 Option to Purchase Unimproved Leased Realty.....	32
Section 9.6 Conveyance on Exercise of Option to Purchase.....	34

ARTICLE X

INTERNAL REVENUE CODE

Section 10.1 Covenant Regarding Section 103 of the Code.....	34
Section 10.2 Covenant Regarding Election Under Section 103(b)(6)(D) of the Code.....	35
Section 10.3 Lessees' Obligation If Interest on the Bond Is Determined To Be Subject to Federal Income Taxation.....	35
Section 10.4 Investment Credit.....	36

ARTICLE XI

MISCELLANEOUS

Section 11.1 Covenant of Quiet Enjoyment.....	36
Section 11.2 Lessor's Liabilities Limited.....	36
Section 11.3 Prior Agreements Cancelled.....	36
Section 11.4 Execution Counterparts.....	37
Section 11.5 Binding Effect; Governing Law.....	37
Section 11.6 Severability.....	37
Section 11.7 Article and Section Captions.....	37
Section 11.8 Notices.....	37
Section 11.9 Public Service Payment.....	38
Testimonium.....	38
Signatures.....	38
Acknowledgments.....	40

STATE OF ALABAMA

JEFFERSON COUNTY

LEASE AGREEMENT between The Industrial Development Board of Shelby County, a public corporation and instrumentality under the laws of the State of Alabama, party of the first part, and Gordon Morrow, Jr. and Malcolm A. Morrow, parties 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 (Morrow Project) of the Lessor issued pursuant to the Indenture in the principal amount of \$500,000.

"Bondholder" means AmSouth Bank, National Association, and its assigns.

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

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

BOOK 002 PAGE 414

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

"County" means Shelby County, Alabama

"Enabling Law" means Article 2 of Chapter 20 of Title 11 of the CODE OF ALABAMA 1975 (Section 11-20-30 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.

"Guarantor" means (i) Brownlee-Morrow Engineering Company, Inc., a corporation organized under the laws of the State of Alabama, and (ii) any surviving, resulting or transferee corporation as permitted in the Guaranty Agreement.

"Guaranty Agreement" means the Bond Guaranty Agreement of even date herewith, whereby the Guarantor and the Lessees have guaranteed payment of the Bond.

"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 Lessees.

"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 Lessees.

"Inducement Agreement" means the agreement between the Lessor and Lessees dated July 24, 1984, whereby the Lessor agreed to issue the Bond to finance the cost of the Project.

"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.

"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.

"Lessees" mean (i) the parties of the second part hereto and (ii) their respective heirs, assigns and executors.

"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.

"Net Proceeds", when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or 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.

"Prime Rate" shall have the meaning ascribed on the face of the Bond.

"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 Lessees who at the time shall have been designated by the Lessees as Project Supervisor pursuant to Section 2.1 hereof.

"State" means the State of Alabama.

"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.

(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 Lessees 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 July 24, 1984 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.

(e) The Lessor has made all necessary filings with the State Industrial Development Authority and has received an allocation of \$500,000 with respect to the Project.

(f) The Lessor, or a person acting on its behalf, shall, on or before ten (10) calendar days after the expiration of the allocation referred to in (e) above, notify the State Industrial Development Authority in writing that the Bond has been issued in the amount of \$500,000.

Section 1.3 Representations by the Lessees. Each of the Lessees makes the following representations:

(a) Such Lessee is legally competent.

(b) The financing of the Project through the issuance of the Bond and the leasing of the Project to the Lessees have induced the Lessees to expand their existing operations in the State as provided in the Enabling Law.

(c) The Lessees intend to operate the Project as a manufacturing facility and related office building in connection with its business of manufacturing, processing, storing, warehousing and distributing of (i) fluid and air handling equipment and related products or (ii) such other products of agriculture, mining and industry as the Lessees 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.

(e) No proceeds of the Bond shall be used to acquire:

(i) any real property (or any interest therein), or

(ii) any property or any interest therein (including, without limitation, buildings, structures, facilities, improvements, equipment, machinery or other personal property) the first use of which property was not pursuant to such acquisition with the proceeds of the Bond.

(f) Neither the Lessees nor any test period beneficiary (as such term is defined in Section 103(b)(15) of the Code) has heretofore had or shall hereafter have allocated to it and outstanding industrial development bonds (as such term is defined in Section 103(b)(2) of the Code) in an aggregate principal amount exceeding \$40,000,000.

(g) Neither the Lessees nor any sublessee of the Project shall ever allow any third party to use or otherwise occupy or derive any benefit whatsoever from the Project, or any part thereof, if the effect of the foregoing is to cause a test period beneficiary (as defined in (f) above) to come into existence who shall have allocated to it and outstanding in excess of \$40,000,000 in aggregate principal amount of industrial development bonds (as defined in (f) above).

(h) Neither the Bond nor any proceeds therefrom shall ever be federally guaranteed, as such term is defined in Section 103(h) of the Code, except as expressly permitted pursuant to said Section 103(h).

BOOK 002 PAGE 418

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 Lessees to be paid, kept and performed, does hereby demise and lease to the Lessees, and the Lessees do hereby lease, take and hire from the Lessor, the following described real property located in Shelby County, Alabama, to-wit:

A part of the SW 1/4 of the NE 1/4 and also a part of the SE 1/4 of the NE 1/4 of Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

BOOK 002 PAGE 419

Commence at the Northwest corner of the SW 1/4 of the NE 1/4 of Section 29, Township 18 South, Range 1 West; thence run South along the West line of said 1/4-1/4 Section a distance of 977.37 feet; thence turn left and run North 89 deg. 28' 38" East a distance of 932.64 feet to the point of beginning of the property described herein; thence continue along the last described course a distance of 397.46 feet to the Westerly right of way line of County Highway #119; thence turn left and run North 25 deg. 19' 09" East along said right of way line a distance of 271.81 feet; thence turn left and run North 62 deg. 26' 44" West a distance of 375.00 feet; thence turn left and run South 23 deg. 12' 04" West a distance of 460.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

According to survey of C. J. Richardson, Reg. No. 9225, dated September 4, 1984.

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) pay the cost of acquiring and constructing the Buildings, structures and fixtures to be located on the Leased Realty in accordance with plans and specifications therefor furnished to the Lessor by the Lessees; and

(c) pay the cost 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 Lessees.

Pursuant to the Inducement Agreement the Lessor agreed to issue the Bond to finance the cost of the Project, to proceed, or permit the Lessees to proceed, pending the issuance of the Bond, with the acquisition and construction of the Project with funds advanced by the Lessees, and to reimburse the Lessees for funds so advanced from the proceeds of the Bond when issued. In accordance with the Inducement Agreement, the Lessees 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 Lessees for funds advanced to the Lessor on behalf of the Lessees or expended by the Lessees 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 Lessees prior to the execution and delivery of this Lease Agreement for the acquisition and construction of the Project as the Lessees may request.

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 Lessees will promptly give their 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 Lessees.

The Lessees 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 Lessees.

BOX 002 PAGE 421

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 Lessees request the Lessor so to acquire, construct or install the Lessor will notify the Lessees and the Bondholder in writing and the Lessees (a) will withdraw the request in question, or (b) will themselves effect the acquisition, construction, or installation so requested, for and in the name and on behalf of the Lessor, in which case the Lessees shall be entitled to reimbursement from the Construction Fund for the costs incurred by them in effecting such construction, purchase or installation.

The Lessor and the Lessees 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 Lessees shall be designated their Project Supervisor. Either the Lessor or the Lessees 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 the Project Supervisor) authorized to act on behalf of the Lessees, 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 Lessees for Project Costs), but only upon the written approval of the Lessees 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 Lessees, 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 Lessees, 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;
Lessees Required to Complete Project in Certain Events.
The Lessees recognize that since the plans and specifications for the Project are furnished by them, the Lessor

BOOK 002 PAGE 422

makes no warranty, either express or implied, nor offers any assurances that the Project will be suitable for the Lessees' 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 Lessees shall be obligated to complete the acquisition, construction and installation of the Project at their own expense and the Lessees shall pay any such deficiency and shall save the Lessor whole and harmless from any obligation to pay such deficiency. The Lessees shall not by reason of the payment of such deficiency from their 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 Lessees' 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 Lessees of the steps it intends to take in connection with any such default and the Lessees will pay all costs, fees and expenses incurred which are not paid from the Construction Fund. If the Lessees shall so notify the Lessor, the Lessees may, in their own names 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 Lessees deem reasonably necessary, and in such event the Lessor will cooperate fully with the Lessees and will take all action necessary to effect the substitution of the Lessees 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 Lessees. 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.

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 Lessees stating that (i) construction and improvements to the buildings, structures and fixtures has been completed in accordance with the plans and specifications approved by the Lessees, (ii) all machinery, equipment and other personal property has been acquired and installed in accordance with the Lessees' 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 Lessees will cooperate with each other in causing such certificate to be furnished to the Bondholder.

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 March 31, 2000. The Lessor will deliver to the Lessees 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 Lessees 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.

Section 3.2 Rental Provisions. As basic rent for the use and occupancy of the Project, the Lessees do hereby covenant and agree to pay to the Lessor on April 5, 1985, and on the fifth day of each month thereafter, until and including March 5, 2000, or until the Bond is paid in full, the amount coming due on each such installment payment date as principal of and interest on the Bond.

All Basic Rent payments shall be made directly to the Bondholder for the account of the Lessor. Any installment of Basic Rent not paid on the due date thereof shall bear interest until paid at the Prime Rate, as adjusted from time to time, plus 2% per annum, or the maximum rate of interest allowed by law, whichever is less.

Notwithstanding anything herein to the contrary, the Lessees recognize, understand and acknowledge 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 Lessees Unconditional. The obligation of the Lessees 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 Lessees will not suspend or discontinue any such payment or fail to perform and observe any of their 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 Lessees may, at their own cost and expense and in their 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 Lessees deem reasonably necessary in order to secure or protect their 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.

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 Lessees will, at their own expense, (i) keep the Project in as reasonably safe condition as their 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 Lessees may, at their own expense, make structural changes, additions, improvements, alterations or replacements to the Buildings that they 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 Lessees file 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 Lessees may, if they so desire, 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 Lessees or the Lessor, shall become a part of the Project and shall be covered by this Lease Agreement and the Indenture.

(c) The Lessees 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 them on real property adjacent to the Leased Realty. The Lessees 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 them, 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 Lessees utilize 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 Project, the Lessees 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 Lessees will, at their 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 Lessees 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 Lessees, 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 the Project or to real property adjacent to or near the Leased Realty and owned or leased by the Lessees; provided that such easements shall not adversely affect the operation of the facilities forming a part of the Project.

(e) The Lessees will not permit any mechanics' or other liens to stand against the Project for labor or material furnished them. The Lessees 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 Lessees 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 Lessees in their sole discretion determine that any item of Equipment has become inadequate, obsolete, worn-out, unsuitable, undesirable or unnecessary in the operation of the Project, the Lessees 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 Lessees shall substitute and install in the Buildings or on the Leased Realty (either by direct 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 Lessees 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.

Section 4.3 Installation By Lessees of Their Own Machinery and Equipment. The Lessees may, at their own expense, install at the Project any machinery, equipment or personal property which in the Lessees' judgment will facilitate the operation of the Project. Any such machinery, equipment or personal property which is installed at the Lessees' 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 Lessees and may be removed by the Lessees at any time and from time to time while they are 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 Lessees at their own expense. At the time of the installation by the Lessees of any items of their own machinery, equipment or personal property at the Project, the Lessees shall plainly, distinctly, permanently

BOOK 002 PAGE 427

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 Lessees. In case any such plate shall at any time be removed, defaced or destroyed, the Lessees shall immediately cause the same to be restored or replaced.

Section 4.4 Taxes and Other Governmental Charges.

BOOK 002 PAGE 428
The Lessor and the Lessees 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 State taxation, and (b) that these factors, among others, have induced the Lessees to enter into this Lease Agreement. However, the Lessees will pay, as the same respectively become due, (i) all taxes and governmental 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 Lessees 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 Lessees' 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 Lessees 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.

The Lessees may, at their own expense and in their 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 Lessees, will cooperate fully with the Lessees in any such contest.

Section 4.5 Insurance Required. The Lessees will take out and continuously maintain in effect the following insurance with respect to the Project, paying as the same become due all premiums with respect thereto:

(a) Insurance to the extent of the full insurable value of the Project against loss or damage by fire, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State;

(b) In time of war in which the United States of America is a belligerent, such insurance to the extent of the full insurable value of the Project as may be available at a reasonable cost against loss or damage by the risks and hazards of war;

(c) Insurance against liability for bodily injury to or death of persons and for damage to or loss of property occurring on or about the Project or in any way related to the condition or operation of the Project, in the minimum amounts of \$500,000 for death of or bodily injury to any one person, \$1,000,000 for all death and bodily injury claims resulting from any one accident, and \$100,000 for property damage; and

(d) Flood insurance under the national flood insurance program established by the Flood Disaster Protection Act of 1973, as at any time amended, at all times while the Project is eligible under such program, in an amount at least equal to the unpaid principal amount of the Bond or to the maximum limit of coverage made available with respect to the Project under said Act, whichever is less.

All policies evidencing the insurance required by the terms of the preceding paragraph shall be taken out and maintained in generally recognized responsible insurance companies, qualified under the laws of the State to assume the respective risks undertaken; provided that any policy or policies evidencing the insurance required in clauses (b) and (d) of the preceding paragraph may be taken out from and maintained in the United States of America or an agency thereof. All such insurance policies shall name as insureds the Lessor, the Bondholder and the Lessees (as their respective interests shall appear) and shall contain standard mortgage clauses providing for all losses thereunder in excess of \$20,000 to be paid to the Bondholder; provided that all losses (including those in excess of \$20,000) may be adjusted by the Lessees, subject, in the case of any single loss in excess of \$20,000, to the approval of the Bondholder. The Lessees may insure under a blanket policy or policies.

Each insurance policy required to be carried by this Section shall contain, to the extent obtainable, an agreement by the insurer that (i) the Lessees may not, without the consent of the Lessor and Bondholder, cancel such insurance or sell, assign or dispose of any interest in such insurance, such policy, or any proceeds thereof, if or to the extent that the insurance coverage of the Project required in Section 4.5(a)-(d) above is affected by such cancellation, sale, assignment or disposition of any such interest in any such insurance, policy, or proceeds thereof (ii) such insurer will notify the Lessor and the Bondholder if any premium shall not be paid when due or any such policy shall not be renewed prior to the expiration thereof, if such non-payment or non-renewal affects the insurance coverage of the Project required by Section 4.5(a)-(d) above and (iii) such insurer shall not cancel any such policy to the extent that it relates to the Project except on thirty days' prior written notice to the Lessor and the Bondholder if such cancellation would affect the insurance coverage of the Project required by Section 4.5(a)-(d) above.

All policies evidencing the insurance required to be carried by this Section shall be deposited with the Bondholder; provided, however, that in lieu thereof the Lessees may deposit with the Bondholder a certificate or certificates of the respective insurers attesting the fact that such insurance is in force and effect. Prior to the expiration of any such policy, the Lessees will furnish to the Bondholder evidence reasonably satisfactory to the Bondholder that such policy has been renewed or replaced by another policy or that there is no necessity therefor under this Lease Agreement.

Section 4.6 Advances by Lessor or Bondholder. In the event that the Lessees fail to take out or maintain the full insurance coverage required by this Lease Agreement, fail to pay the taxes or other charges required to be paid by the Lessees at or prior to the time they are required to be paid, or fail to keep the Project in good order and repair and in as reasonably safe condition as their operations permit, the Lessor or the Bondholder, after first notifying the Lessees of any such failure on their part, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same, 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 Lessees' 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 Prime Rate plus 2% per annum or the maximum rate of interest allowed

by law, whichever is less, shall become an additional obligation payable by the Lessees 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.

BOOK 002 PAGE 431
Section 4.7 Indemnity of Lessor. The Lessees agree 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 Lessees of any contract, agreement or restriction affecting the Project or the use thereof of which the Lessees have notice and which shall have existed at the commencement of the term hereof or shall have been approved by the Lessees, 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 any interest therein, unless 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 Lessees furnished to the Lessor in connection therewith. The covenants of indemnity by the Lessees contained in this Section shall survive the termination of this Lease Agreement.

The Lessees hereby agree that the Lessor shall not incur any liability to the Lessees, 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 Lessees.

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 to such extent that the claim for loss resulting from such destruction or damage is not greater than \$20,000, the Lessees will continue to pay the rent required to be paid hereunder and the Lessees, or the Lessor at the Lessees' direction and expense, (i) 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 Lessees and as will not impair the operating unity or productive capacity of the Project or its character as a "project" under the Enabling Law, and (ii) will apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from claims for such losses, as well as any additional money of the Lessees necessary therefor. If the cost of such repairs, rebuilding and restoration is less than the amount of Net Proceeds of the insurance referable thereto, the Lessees may retain the amount by which such insurance proceeds exceed said total cost.

If the Project is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss resulting from such destruction or damage is in excess of \$20,000, the Lessees will continue to pay the rent required to be paid hereunder and will promptly give written notice of such damage and destruction to the Bondholder and the Lessor. All Net Proceeds of insurance resulting from claims for such losses shall be paid to the Bondholder and deposited in the Construction Fund, whereupon (i) the Lessees, or the Lessor at the Lessees' direction, will proceed promptly to 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 Lessees and as will not impair the operating unity or productive capacity of the Project or its character as a "project" under the Enabling Law and (ii) the Lessor will cause withdrawals to be made from the Construction Fund in the manner provided in the

Indenture to pay the costs of such repair, rebuilding or restoration, either on completion thereof, or as the work progresses. The balance, if any, of insurance proceeds in the Construction Fund remaining after the payment of all of the costs of such repair, rebuilding or restoration 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 Lessees.

In the event the Net Proceeds of insurance are not sufficient to pay in full the costs of repairing, rebuilding and restoring the Project as provided in this Section, the Lessees will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said proceeds or will pay to the Bondholder for the account of the Lessor the money necessary to complete said work. The Lessees shall not by reason of the payment of such excess costs (whether by direct payment thereof or payment to the Bondholder therefor) be entitled to any reimbursement from the Lessor or any abatement or diminution of the rents payable hereunder.

Anything in this Section to the contrary notwithstanding, if, as a result of such damage or destruction (irrespective of whether the loss resulting therefrom is greater than \$20,000 or not), the Lessees are 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 Lessees nor the Lessor shall be required to repair, rebuild or restore the property damaged or destroyed, and so much (which may be all) of any Net Proceeds referable to such damage or destruction as shall be necessary to provide for full payment of the Bond shall be paid to the Bondholder and the excess thereafter remaining (if any) shall be paid to the Lessees.

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 Lessees are 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 amount awarded to the Lessees for the taking of all or any part of the leasehold estate of the Lessees 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 Lessees.

BOOK 002 PAGE 434

If as a result of such taking, the Lessees are not entitled to exercise an option to purchase the Project under Section 9.3 hereof, or, having such option, fail to exercise the same in accordance with the terms thereof or the Lessees notify the Lessor and the Bondholder in writing that they do not propose to exercise such option, the Lessees 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 Lessees:

(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 Lessees' operations at the Project, which land or improvements shall be deemed a part of the Project and available for use and occupancy by the Lessees 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 this Lease and 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 Lessees.

The Lessor shall cooperate fully with the Lessees 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 Lessees 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 prospective or pending condemnation proceeding without the prior written consent of the Lessees.

Section 5.3 Condemnation of Lessees-Owned Property.
The Lessees shall be entitled to the Net Proceeds of any award or portion thereof made for damage to or taking of their 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 Lessees 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 Lessees 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 Lessees from primary liability for any of their obligations hereunder. In the event of any such assignment or subleasing the Lessees shall continue to remain primarily liable for the payment of all rentals herein provided to be paid by them and for the performance and observance of the other agreements and covenants on their part herein provided to be performed and observed by them.

(b) The Lessees 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 Lessees 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; provided that the sublease of the Project by the Lessees to the Guarantor is hereby approved by the Lessor.

(c) The Lessees 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.

Section 6.2 Assignment of Lease Agreement and Rents by the Lessor. The Lessor has, simultaneously 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

BOOK 002 PAGE 435

principal and interest on the Bond, and the Lessees hereby consent 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 Lessees herein contained. Prior to the payment in full of the Bond, the Lessor and the Lessees 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 Lessees. Neither the Lessor nor the Lessees will unreasonably withhold any consent herein or in the Indenture required of either of them. The Lessees 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 Lessees other than their 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 Lessees while the Lessees are 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.

Section 6.4 Prepayment of Bond. The Lessees may, at their election and at any time while they are 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 Lessees 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.

002 PAGE 437
BOOK Any payment made by the Lessees 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 Lessees 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.

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 Lessees 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 and except further that the Lessees 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. 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 Lessees.

ARTICLE VII

PARTICULAR COVENANTS OF THE LESSEES

Section 7.1 General Covenants. The Lessees will not do or permit anything to be done at the Project that will affect, impair or contravene any policies of insurance that may be carried on the Project or any part thereof against loss or damage by fire, casualty or otherwise. The Lessees 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 Lessees may, at their own expense in good faith contest the validity or applicability of any such requirement.

Section 7.2 Inspection of Project. The Lessees 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 Lessees 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 Lessees.

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

(a) The Lessees 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 their business and affairs. The Lessees shall furnish to the Lessor and the Bondholder, with reasonable promptness, such financial data as may reasonably be requested by the Lessor or the Bondholder.

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

(c) The Lessees will comply with all valid laws, ordinances, regulations and requirements applicable to them or to their property and the Project.

(d) The Lessees will not transfer or dispose of all or substantially all of their respective property assets,

or licenses (either in a single transaction or in a series of related transactions).

Section 7.4 Financing and Continuation Statements.
The Lessees 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 Lessees) 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 Lessees 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.

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;

(b) Failure by the Lessees to observe and perform any covenant, condition or agreement on their part to be observed or performed under this Lease Agreement, 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 Lessees by the Lessor or the Bondholder, unless the Bondholder shall agree in writing to an extension of such time prior to its expiration, which agreement shall not be unreasonably withheld if corrective action is instituted by the Lessees promptly upon receipt of the written notice and is diligently pursued until the default is corrected.

(c) Failure by the Lessees or either of them promptly to lift any execution, garnishment or attachment of such consequence as will impair their ability to carry on their operations at the Project, the Lessees', or either of them, seeking or consenting to or acquiescing in the appointment of a receiver of all or substantially all their respective properties or of the Project, or the adjudication of the Lessees, or either of them, as a bankrupt, or any assignment by the Lessees, or either of them, for the benefit of their respective creditors, or the entry by the Lessees, or either of them, into an agreement of composition with their respective creditors, or if a petition or answer is filed by the Lessees, or either of them, proposing the adjudication of a Lessee as a bankrupt 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.

(d) Failure by the Guarantor to observe and perform any covenant, condition or agreement on its part to be observed or performed under the Guaranty Agreement for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the Lessees and Guarantor by the Lessor or the Bondholder, unless the Bondholder shall agree in writing to an extension of such time prior to its expiration, which agreement shall not be unreasonably withheld if corrective action is instituted by the Guarantor promptly upon receipt of the written notice and is diligently pursued until the default is corrected.

(e) The dissolution or liquidation of the Guarantor or the filing by the Guarantor of a voluntary petition in bankruptcy, or failure by the Guarantor promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations, the Guarantor's seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all its property, or the adjudication of the Guarantor as a bankrupt, or any assignment by the Guarantor for the benefit of its creditors, or the entry by the Guarantor into an agreement of composition with its creditors, or if a petition or answer is filed by the Guarantor

proposing the adjudication of the Guarantor 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 shall not be stayed or dismissed within sixty days. The term "dissolution or liquidation of the Guarantor", as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Guarantor resulting either from a merger or consolidation of the Guarantor into or with another corporation or a dissolution or liquidation of the Guarantor following a transfer of all or substantially all of its assets as an entirety, under the conditions permitting such actions as provided in the Guaranty Agreement.

(f) Failure by the Lessees, or either of them, or the Guarantor to make any payment due on any indebtedness held by the Bondholder or any event shall occur or any condition shall exist under any agreement securing or relating to such indebtedness, the effect of which is to (i) cause any such indebtedness to become due prior to its stated maturity or prior to its regularly scheduled dates of payment or (ii) create a default or an event of default under any such agreement.

(g) Any warranty, representation or other statement by or on behalf of the Lessees contained in the Lease Agreement, or in any other document furnished by the Lessees in connection with the issuance or sale of the Bond, is false or misleading in any material respect at the time made.

(h) A judgment for the payment of money shall be entered against the Lessees and shall remain unsatisfied for 30 days without a stay of execution.

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 Lessees, relet the Project or any part thereof for the account of the Lessees, 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 advisable, and such reentry and reletting of the Project shall not be construed as an election to terminate this Lease Agreement nor relieve the Lessees of their obligations to pay Basic Rent or to perform any of their other obligations under this Lease Agreement, all of which shall survive such reentry and reletting, and the Lessees 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;

BOOK 002 PAGE 442 (c) Terminate this Lease Agreement, exclude the Lessees 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 Lessees 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 Lessees 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 Lessees 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 Lessees herein contained, the Lessees will on demand therefor pay to the Lessor or the 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 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 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

Section 9.1 Options to Terminate. The Lessees shall have, if they are 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 Lessees 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 Lessees 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 Lessees pay the rental herein reserved to the Lessor and are not otherwise in default hereunder, they shall have the right and option, herein granted by the Lessor, to renew the Lease Term for an additional term expiring on midnight of September 30, 2015, by giving written notice of such renewal to the Lessor at least sixty (60) days prior to March 1, 2000. The cash rental payable by the Lessees during any

such renewal term shall be the sum of \$100 per year, payable annually in advance, but otherwise all of the terms and 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 and except further that the Lessees 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 for the benefit of the Lessor as its interest may appear.

Section 9.3 Option to Purchase Project Prior to Payment of the Bond. The Lessees, 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:

BOOK 002 PAGE 444
(a) The Project or any part thereof shall have been damaged or destroyed (i) to such extent that, in the opinion of the Lessees, 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 Lessees, the Lessees are thereby prevented from carrying on their normal operations at the Project for a period of four consecutive months or (iii) to such extent that the cost of restoration thereof would exceed by more than \$20,000 the Net Proceeds of insurance carried thereon pursuant to the requirements of this Lease Agreement; or

(b) Title to the Project or any part thereof or the leasehold estate of the Lessees 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 Lessees, in the Lessees being thereby prevented from carrying on their normal operations at the Project for a period of four months; or

(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 Lessees in good faith, this Lease Agreement shall have become void or unenforceable 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

Lessees, including without limitation, the imposition of taxes of any kind on the Project or the income or profits of the Lessor therefrom, or upon the interest of the Lessees therein, which taxes were not being imposed on the date of this Lease Agreement.

To exercise such option, the Lessees 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 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 Lessees in the event of their 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 Lessees to the Bondholder.

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

Section 9.4 Option to Purchase Project After Payment of the Bond. The Lessees, 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 Lessees shall notify the Lessor of their 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.

Section 9.5 Option to Purchase Unimproved Leased Realty. The Lessees, 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 they furnish 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 Lessees intend to exercise their option to purchase such portion of the Leased Realty on a date stated, which shall be not less than 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 to which such portion of the Leased Realty will be devoted will be in furtherance of the purpose for which the Lessor was organized.

BOOK 002 PAGE 446 (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 Lessees 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 Lessees and the payment by the Lessees to the Bondholder of the purchase price, the Lessor will promptly deliver to the Lessees 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 Lessees shall have exercised the option granted to them 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.

BOOK 002 PAGE 447

No purchase effected under the provisions of this Section shall affect the liability or the obligation of the Lessees 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 Lessees shall continue in all respects as provided in this Lease Agreement, excluding, however, any realty so purchased.

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 Lessees documents conveying to the Lessees 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 Lessees; (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 Lessees or to the creation or suffering of which the Lessees consented; and (iv) those liens and encumbrances resulting from the failure of the Lessees to perform or observe any of the agreements on their 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 owner thereof under Section 103 of the Code. The Lessor and the Lessees 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 Election Under Section 103(b)(6)(D) of the Code. The Lessor represents that it has not heretofore elected that paragraph (D) of Section 103(b)(6) of the Code apply to the Bond and does hereby covenant and agree that it will not hereafter so elect. Any such election by the Lessor if hereafter made by it shall be null and void.

Section 10.3 Lessees' Obligation If Interest on the Bond Is Determined To Be Subject to Federal Income Taxation. (a) If a Final Determination (as such term is defined in the face of the Bond) is made that interest on the Bond is Taxable (as such term is defined in the face of the Bond), the Bondholder may, at its option, notify the Lessees 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 Lessees have violated any covenant or representation in this Lease Agreement. Within thirty days after the receipt of such notice the Lessees shall either

(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 Lessees 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 Lessees 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 Lessees to purchase the Project shall be superseded by their mandatory obligation to elect one of the alternatives set forth in this subsection (a).

(b) The price payable by the Lessees for the Project in the event interest on the Bond is determined to be Taxable, or the amount payable to the Bondholder in lieu of purchasing the Project, shall be equal to the entire unpaid principal balance of the Bond plus accrued interest thereon to the date of prepayment. In determining the amount of accrued interest payable on the Bond, the Lessees covenant that if a Final Determination is made that

BOOK 002 PAGE 448

interest on the Bond is or was Taxable, the Bond shall bear interest at the Prime Rate, as adjusted from time to time, plus 2% per annum, effective as of the earliest date that interest thereon became so Taxable, all as more fully set forth in the Bond.

(c) Upon payment by the Lessees 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.

(d) The obligations of the Lessees contained in this Section 10.3 shall survive payment of the Bond and termination of the Lease Agreement. Notwithstanding the fact that the Bond has been paid in full or this Lease Agreement has been terminated, if a Final Determination is made that interest on the Bond is or was Taxable, the Lessees shall nevertheless pay to the Bondholder the additional interest payments required pursuant to the terms of the Bond.

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 Lessees but neither the Lessor nor the Bondholder shall have any responsibility or liability for the Lessees' failure to receive any such investment tax credit.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Covenant of Quiet Enjoyment. So long as the Lessees perform and observe all the covenants and agreements on their part herein contained, they 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.

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 Lessees 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 Lessees to the Lessor. Neither the Lessor nor the Lessees 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 Lessees and their respective successors and assigns. This Lease Agreement shall be governed exclusively by the applicable laws of the State.

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 Shelby County Courthouse, Columbiana, Alabama; if to the Lessees, at Post Office Box 43348, Birmingham, Alabama 35243, and if to the Bondholder at P.O. Box 11007, Birmingham, Alabama 35288, Attention: Commercial Loan Department. A duplicate copy of each notice, certificate or other communication given hereunder by either the Lessor or the Lessees to the other shall also be given to the Bondholder. The Lessor, the Lessees 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.

Section 11.9 Public Service Payment. The Lessees and the Lessor acknowledge that under present law the Project is exempt from all taxation in the State, including without limitation ad valorem taxes levied by the County. The Lessees further acknowledge that public services provided by the County (including, without limitation, police protection) will benefit the Lessees in the operation of the Project and enhance the value of the interest of the Lessees in the Project.

In order to compensate the County for providing the aforesaid services, the Lessee shall pay directly to the County as a third party beneficiary to this Lease Agreement (and not to the Lessor or the Bondholder) the following amounts (the "Service Payments") during the Lease Term:

On October 1, 1985, and on the first day of each October thereafter during the Lease Term, the Lessees shall pay such amounts so that the County will receive from the Lessees an amount substantially the same as that portion of the local ad valorem taxes (23-1/2 mills) which the Lessees would have been required by law to pay with respect to the Project (or so much thereof as may at any time be subject to the demise hereof) if the Project were owned by the Lessees.

If, as a result of a change in law, the Project becomes subject during the Lease Term to ad valorem taxes levied by the County and if the Lessees shall pay such taxes pursuant to the requirements of the other provisions of this Lease Agreement, then in such case the Lessees shall not be required to pay any Service Payments scheduled with respect to the period for which such taxes are levied and so paid by the Lessee.

The Lessor acknowledges that it shall have no right, title or interest in or to the Service Payments, and the Service Payments shall not be assigned or pledged by the Lessor or Bondholder for any purpose.

The County shall be a third party beneficiary hereof with respect to, but solely with respect to, the provisions of this Section 11.9 and the enforcement of its rights hereunder.

IN WITNESS WHEREOF, the Lessor has caused this Lease Agreement to be executed in its corporate name, has caused its corporate seal to be hereunto affixed, and has caused this Lease Agreement to be attested, all by its duly authorized officers, and the Lessees have each executed this Lease Agreement under seal and the parties hereto have caused this Lease Agreement to be dated as of this 1st day of September, 1984.

THE INDUSTRIAL DEVELOPMENT
BOARD OF SHELBY COUNTY

By MM Cragg
Chairman of its Board of
Directors



Attest: David L. Dames
Its Secretary

Gordon Morrow, Jr. (SEAL)
Gordon Morrow, Jr.

Witness: James L. Brinkley
Witness: Raymond C. Horne

Malcolm A. Morrow (SEAL)
Malcolm A. Morrow

Witness: James L. Brinkley
Witness: Raymond C. Horne

BOOK 002 PAGE 452

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that M. M. Ayco, whose name as Chairman of the Board of Directors of The Industrial Development Board of Shelby County, 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 13th day of September, 1984.

Betty C. Donald
Notary Public

NOTARIAL SEAL

My commission expires: 6-24-87

BOOK 002 PAGE 453

STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gordon Morrow, Jr., whose name 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 executed the same voluntarily.

Given under my hand this the 17th day of September, 1984.

Bessie L. Ferguson
Notary Public

NOTARIAL SEAL

My commission expires: 5-15-85



STATE OF ALABAMA

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Malcolm A. Morrow, whose name 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 executed the same voluntarily.

Given under my hand this the 17th day of September, 1984.

Bobbie L. Ingram
Notary Public

NOTARIAL SEAL

My commission expires: 5-19-85

BOOK 002 PAGE 454

EXHIBIT A
TO
LEASE AGREEMENT
BETWEEN
THE INDUSTRIAL DEVELOPMENT BOARD
OF SHELBY COUNTY
AND
GORDON MORROW, JR. AND MALCOLM A. MORROW

Description of Personal Property and Fixtures

Office furniture and furnishings, including telephone equipment

Air Compressor

5-ton Crane

Lathe

Miscellaneous plant equipment

Heating and air conditioning equipment, electrical equipment, plumbing fixtures and building materials and supplies to be incorporated or used in the Buildings.

BOOK 002 PAGE 455

STATE OF ALABAMA
INSTRUMENTS
1984 SEP 18 AM 9:00

1984 SEP 18 AM 9:00

JOHN P. HARRIS

Rec. 115.00
Ind - 1.00
116.00