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AMENDATORY AGREEMENT

This Amendatory Agreement, dated as of February 27, 1986 (this "Amendment"), by and between The Industrial Development Board of the Town of Pelham, a public corporation and instrumentality of the State of Alabama (the "Issuer"), and Moore-Handley, Inc., a Delaware corporation (formerly named M-H Acquisition Company and referred to herein as the "Company"), relating to that certain Lease Agreement, dated as of December 1, 1982 (the "Lease"), by and between the Issuer, as lessor, and the Company, as lessee, which lease relates to the real property described in Exhibit "A" hereto.

WITNESSETH:

WHEREAS, First Alabama Bank (formerly First Alabama Bank of Birmingham), a state banking corporation organized and existing under the laws of the State of Alabama (the "Bank"), is the registered owner of all of the issued and outstanding industrial development bonds (the "Bonds") issued by the Issuer and known as "The Industrial Development Board of the Town of Pelham Industrial Development Revenue Bonds (Moore-Handley, Inc. Project) Series 1982", which Bonds are secured, among other things, by an assignment of the Lease;

WHEREAS, the Issuer, the Company and the Bank desire to amend the Lease as provided herein;

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

Section One. Section 10.1 of the Lease is hereby amended by deleting subsections (f) and (g) thereof in their entirety, and by redesignating subsections (h) and (i) thereof accordingly.

Section Two. Section 8.9 of the Lease is hereby amended to read in its entirety as follows:

"8.9 Financial Covenants and Restrictions, the Company hereby covenants that it will:

(a) Maintain working capital of not less than \$5,000,000.00. Working capital shall be current assets

This instrument prepared by
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in excess of current liabilities (exclusive of any obligations due under the Accounts Receivable Financing Agreement, dated December 28, 1981, or any similar successor agreement (the "Accounts Receivable Financing Agreement"), or the Inventory Security Agreement, dated as of December 28, 1981, as amended, or any similar successor agreement (the "Inventory Security Agreement"), based on generally accepted accounting principles and practices, on a basis consistent with the latest audited financial statements of the Company; and

(b) Maintain, at all times, a net worth of not less than \$1,500,000.00. Net worth shall be assets in excess of liabilities (exclusive of indebtedness for borrowed money subordinated by its terms to the obligations due under the Accounts Receivable Financing Agreement or the Inventory Security Agreement) based on generally accepted accounting principles and practices, on a basis consistent with the latest audited financial statements of the Company.

Notwithstanding section 13.5 hereof, the provisions of this Section 8.9 may be amended, or compliance by the Company therewith may be waived, by a written agreement among the Company and the holders of not less than two-thirds (2/3) in principal amount of the Bonds outstanding from time to time without the consent of the Issuer or the Trustee."

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

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

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF PELHAM

By *David J. [Signature]*
Chairman of the Board of
Directors

(Corporate Seal)

ATTEST:

M. Manly
Secretary

MOORE-HANDLEY, INC.

By *R. J. [Signature]*
Title:

(Corporate Seal)

ATTEST:

L. W. Edwards
Secretary

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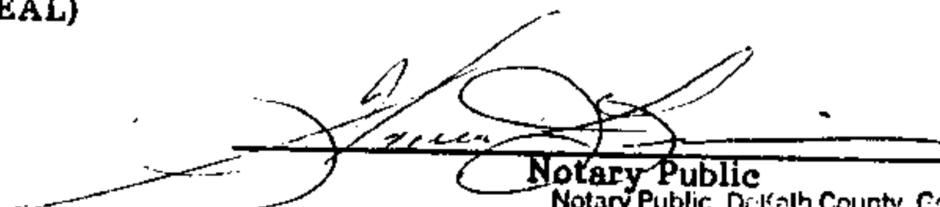
ACKNOWLEDGMENT OF COMPANY

STATE OF GEORGIA)
COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Pierce E. Marks, Jr., whose name as President of MOORE-HANDLEY, INC., is signed to the foregoing Amendatory Agreement, and who is known to me, acknowledged before me under oath that, being informed of the contents of said Amendatory Agreement, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 21 day of March, 1986.

(NOTARIAL SEAL)



Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires July 8, 1989
My commission expires: _____

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ACKNOWLEDGEMENT OF ISSUER

STATE OF ALABAMA

COUNTY OF JEFFERSON

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

Given under my hand and seal of office this 3d day of ~~February~~, 1986.
MARCH

Laura Smith Willis
Notary Public

My Commission expires: 8-4-87

[SEAL]

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CONSENT OF AMENDMENT BY BONDHOLDER AND TRUSTEE

The undersigned, First Alabama Bank (formerly First Alabama Bank of Birmingham), does hereby certify that it is Trustee and holder of 100% of the \$ 1,080,000 aggregate principal amount of The Industrial Development Board of the Town of Pelham Industrial Development Revenue Bonds (Moore-Handley, Inc. Project) Series 1982 (the "Bonds"). First Alabama Bank does hereby give its full consent as Trustee and owner of 100% of the Bonds to the foregoing Amendatory Agreement.

This 27th day of FEBRUARY, 1986.

FIRST ALABAMA BANK,
as Bondholder

By William E. Jenkins
Its Executive Vice President

FIRST ALABAMA BANK,
as Trustee

By Royd. Birdwell
VICE PRESIDENT
Its CORPORATE TRUST MANAGER

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STATE OF ALABAMA)

JEFFERSON COUNTY)

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

Given under my hand and official seal of office, this 27th day of February, 1986.

Cynthia D. Ferguson
Notary Public

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STATE OF ALABAMA)

JEFFERSON COUNTY)

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

Given under my hand and official seal of office, this 27th day of February, 1986.

Cynthia D. Ferguson
Notary Public



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EXHIBIT "A"

to

Amendatory Agreement between

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF PELHAM
and
MOORE-HANDLEY, INC.
dated as of February __, 1986**

DESCRIPTION OF LEASED LAND

A parcel of land located in the SW 1/4 of the SW 1/4 of Section 13, and the SE 1/4 of the SE 1/4 of Section 14, all in Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said Section 13, thence in an Easterly direction along the South line of said Section 13, a distance of 764.69 feet to the intersection of said Section line and the Westerly right-of-way line of U. S. Highway 31; thence 102 degrees 18 minutes left in a Northwesterly direction along said right-of-way a distance of 317.80 feet to the point of beginning; thence continue along last described course a distance of 344.43 feet; thence 84 degrees 29 minutes 36 seconds left in a Southwesterly direction a distance of 621.22 feet; thence 90 degrees right in a Northwesterly direction a distance of 222.33 feet; thence 90 degrees left in a Southwesterly direction a distance of 313.80 feet to the Easterly right-of-way line of the Old Ashville-Montevallo Highway; thence 89 degrees 48 minutes 24 seconds left, in a Southeasterly direction along said right-of-way line a distance of 518.42 feet to the Northeasterly right-of-way line of the Seaboard Coast Line Railroad; thence 20 degrees 45 minutes left, in a Southeasterly direction, along said right-of-way of said Seaboard Coast Line Railroad, a distance of 130.72 feet; thence 62 degrees 39 minutes left, in an Easterly direction a distance of 476.70 feet; thence 102 degrees 18 minutes left in a Northwesterly direction a distance of 188.73 feet; thence 102 degrees 18 minutes right in an Easterly direction a distance of 472.0 feet to the point of beginning; being situated in Shelby County, Alabama.

(Subject to Permitted Encumbrances as described in the Lease Agreement.)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 MAR 12 AM 9:21
[Signature]
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$ 22.50
Index Fee 1.00
TOTAL 23.50

