

709

This is Add'l Security to
Mortgage recorded in EV610-647
in the Bessemer Probate Office
of Jefferson County.

SUBORDINATE COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE ("Assignment"), dated this day of July 1, 1986, is made by American Buildings Company, a Delaware corporation formerly known as ABC Acquisition, Inc. ("Assignor"), P. O. Box 800, State Docks Road, Eufaula, Alabama 36027, in favor of AmSouth Bank, N.A. ("Assignee"), as Trustee under an Indenture between the Company and the Trustee dated July 1, 1986 (the "Indenture"), regarding the Company's 12% Senior Extendible Notes due July 1, 1989 (the "Notes").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee have entered into that certain Pledge and Security Agreement dated July 1, 1986 (the "Pledge and Security Agreement"), pursuant to which Assignor has granted Assignee a security interest in substantially all of its assets subject to a Collateral Subordination Agreement dated July 1, 1986, between the Trustee and the First National Bank of Boston as agent bank; and

WHEREAS, pursuant to that certain Lease dated September 30, 1980 between Investment Realty Co. and American Buildings Company as lessor and Assignor as lessee (the Lease, together with any and all renewals, extensions, amendments and supplements thereto, is hereinafter referred to as the "Lease"), Assignor is the lessee of certain space located in Shelby County, Alabama as more particularly described in a copy of the Lease which is annexed hereto (the "Premises"); and

WHEREAS, the purchasers of the Notes have required as a condition to the purchase of the Notes that Assignor assign to Assignee its rights under the Lease as security for the repayment of its obligations under the Notes;

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Subject to the provisions of Paragraphs 4 and 10 of this Assignment, and as security for the performance of

Jefferson Title Corp
P.O. Box - 10481
Birmingham, Al.
35211

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Assignor's obligations under the Pledge and Security Agreement and payment of the Notes, Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest, powers, privileges and other benefits as lessee under the Lease, including, without limitation, the right to enter into, take possession of, and use any and all property leased to Assignor, as lessee, and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of Assignor under the Lease, and to do any and all other things whatsoever which Assignor is or may become entitled to do under the Lease.

2. This Assignment is executed only as security for the Notes and, therefore, the execution and delivery of this Assignment shall not subject Assignee to, or transfer or pass to Assignee, or in any way affect or modify, the liability of Assignor under the Lease, it being understood and agreed that, notwithstanding this Assignment or any subsequent assignment, all of the obligations of Assignor to each and every other party under the Lease shall be and remain enforceable by such other party, its successors and assigns, against, but only against Assignor or persons other than Assignee and its successors and assigns.

3. Assignor covenants and represents that Assignor has full right and title to collaterally assign the Lease, that the terms of the Lease have not been changed from the terms in the copies of the Lease submitted to Assignee for approval, and that Assignor is not in default in any material respect under the provisions of the Lease and Assignor has not received any notice of default from the lessor which remains uncured.

4. To protect the security afforded by this Assignment, Assignor agrees as follows:

(a) Assignor will faithfully abide by, perform and discharge each and every material obligation, covenant, condition, duty and agreement which the Lease provides is to be performed by Assignor in accordance with the provisions of the Lease;

(b) Without the written consent of Assignee (which consent shall not be unreasonably withheld), Assignor will not materially amend, modify, otherwise change or terminate the Lease unless such amendment, modification, other change or termination shall, taken as a whole, be beneficial to Assignor, in the sole discretion of Assignee;

(c) At Assignor's sole cost and expense, Assignor will appear in and defend any action or proceedings arising under, growing out of or in any

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manner connected with the obligations, covenants, conditions, duties, agreements or liabilities of Assignor under the Lease and will take all additional action to these ends as from time to time may be reasonably requested in writing by the Assignee;

(d) Should Assignor fail to perform or discharge its obligations or duties under the Lease as required in Paragraph 4(a) above or under this Assignment, then Assignee may, but shall have no obligation to (and shall not thereby release Assignor from any obligation hereunder), perform or discharge any such obligation or duty to such extent as Assignee may deem necessary or advisable to protect the security provided hereby, including appearing in and defending any action or proceeding purporting to affect the security hereof and the rights or powers of Assignee hereunder. In exercising any such powers, Assignee may pay necessary or advisable costs (including attorneys' and paralegals' fees and expenses).

(e)(i) Upon either the occurrence of an Event of Default (as defined in the Indenture) or the failure of Assignor to perform or discharge its obligations under this Assignment, Assignee shall have the right to assign its rights and interests in the Lease.

(ii) Assignor, upon the occurrence of an event of default, hereby authorizes Assignee, at its option, to enter and take possession of the premises covered by the Lease and to manage and operate the same, to collect all or any rents or occupancy fees accruing therefrom, to let or relet the premises covered by the Lease or any part thereof, to cancel and modify the Lease, evict Assignor and any sublessees of the premises, bring or defend any suits in connection with the possession of any of the premises covered by the Lease in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the premises covered by the Lease as Assignee, in its discretion, may deem proper.

5. Assignor does hereby appoint Assignee as Assignor's true and lawful attorney, irrevocably with full power (in the name of Assignor, or otherwise), to ask, require, demand, receive and give acquittance for each and every

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payment, under or arising out of the Lease to which Assignor is or may become entitled, to enforce compliance by each or any other party with each or any term or provision of the Lease, to endorse each and every check or other instrument or order in connection therewith, or any one or more of them, and to file any claim or claims, take any action or actions or institute any proceeding or proceedings which Assignee may deem to be necessary or advisable.

6. Upon the payment in full of all principal and interest of the Notes, this Assignment and all rights herein assigned to Assignee shall terminate.

7. Assignor will, from time to time, do and perform any other act or acts and will execute, acknowledge, deliver and file, register, record and deposit (and will refile, reregister, rerecord and redeposit whenever required) any and all further instruments, including any extensions and renewals thereof, required by law or requested by Assignee in order to confirm, or further assure, the interests of Assignee hereunder. In addition, Assignor shall use its best efforts to obtain the written consent to this Assignment of the lessor under the Lease and any other lender, mortgagee or any other party having an interest in the Premises, in form and substance satisfactory to Assignee, as Assignee may from time to time require.

8. If Assignee shall convey or assign its rights under or pursuant to the Pledge and Security Agreement to any successor or assign, then Assignee may assign to such successor or assign all or any of the rights assigned to it hereby, or arising under the Lease. In such event, such successor or assignee shall enjoy all rights and privileges and be subject to all obligations of the Assignee hereunder and there shall be no further liability of Assignee hereunder or under the Lease. Assignee shall give prompt written notice to Assignor of any such assignment.

9. Assignor shall cause a copy of each and every notice or communication received from any one or more of the other parties to the Lease, which notices or communication shall notify Assignor of any default, event of default, breach or other violation, on the part of Assignor under the Lease, to be promptly delivered to Assignee in the manner and at the place provided for in the Indenture for the giving of notices and communications thereunder, or at such other address or in such other manner as Assignee shall designate.

10. Assignee hereby agrees with Assignor that, so long as both (a) no Event of Default shall exist under the

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Pledge and Security Agreement and (b) Assignor shall not be in default of any of its obligations, covenants, agreements or duties hereunder, Assignee will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred to Assignee pursuant to this Assignment, and that Assignor may exercise or enforce, or seek to exercise or enforce, such rights, powers, privileges, authorizations or benefits.

11. All terms used herein which are not defined herein but are defined in the Pledge and Security Agreement or the Indenture shall have the meanings ascribed to them therein.

12. This Assignment shall be construed according to the internal laws (as opposed to conflicts of law provisions) of the State of New York and shall be immediately binding upon Assignor.

13. If any provision of this Assignment shall be declared prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Assignment.


14. This Collateral Assignment of Lease is subject and subordinate to a Collateral Assignment of Lease made of even date herewith by Assignor to First National Bank of Boston.

WITNESS the due execution hereof as of the date first above written.

AMERICAN BUILDINGS COMPANY

By: 
President

Attest:

By: 
Secretary

O. H. FLORENCE, JUDGE
PROBATE COURT OF JEFFERSON COUNTY
BIRMINGHAM, ALABAMA 35263
(205) 325-5420

GEORGE R. REYNOLDS, JUDGE
PROBATE COURT OF JEFFERSON COUNTY
BESSEMER, ALABAMA 35020
(205) 425-7511

REAL 610 PAGE 647

CASE/BOOK/FILE NUMBER:

534424

07/09/86

INSTRUMENT

340

PR

RECEIVED OF:

JEFFERSON TITLE

AMOUNT \$

2,185.35

AMERICAN BUILDINGS COMPANY
AM SOUTH BANK NA

MTG. TAX: 2,119.35

DEED TAX:

FEE AMT: 66.00

CHECK

BATCH NBR

2493

BY:

TELLER

56

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LEASE ABSTRACT

1. LANDLORD: Investment Realty Co., a subsidiary of McDonald Group, Inc.
2. TENANT: American Buildings Company
3. DEMISED PREMISES:
- A. Square Footage: 30,212 of warehouse
1,978 of office space
 - B. Located at 4630 River-Highway 280 South of Cahoba River, Shelby County, Alabama
4. USE: Warehouse and office
5. LEASE TERMS:
- A. LEASE DATE: September 30, 1980
 - B. COMMENCEMENT DATE: October 15, 1980
 - C. EXPIRATION DATE: October 15, 1983
 - D. LEASE TERM: 3 years
 - E. RENEWAL OPTIONS: 1 year option presently in effect, expiring May 1, 1987.
 - F. PURCHASE OPTIONS: None
6. RENT:
- A. FIXED MINIMUM ANNUAL RENT:
\$ 333.33 per month for office space
\$1,350.00 per month for warehouse space
 - B. RENEWAL RENT: Monthly rate for both office and warehouse space is \$7,402.28.
7. ASSIGNMENT AND SUBLETTING: Landlord consent required to assign or sublet.
8. MORTGAGES: No provision
9. ESTOPPEL CERTIFICATE: No provision
10. CHAIN OF ASSIGNMENT: None

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McDonald Group, Inc.

One Office Park Circle • Suite 300 • Birmingham, Alabama 35223 • 205/879-0456

May 7, 1986

Mr. James Gray
American Buildings Company
630 Rear - Highway 280
P.O. Box 43483
Birmingham, Alabama 35243

Dear Jimmy:

This letter is to offer you a one-year lease extension, beginning May 1, 1986, for the existing office and warehouse space. The new rental rates will be as follows:

	<u>Sq. Footage</u>	<u>Rate/Ft.</u>	<u>New Monthly Rate</u>
WAREHOUSE	30,212	2.40	\$6,042.40
OFFICE	1,978	8.25	<u>1,359.88</u>
Total			\$7,402.28

I also am offering you the additional 5,000 sq. ft. of warehouse space now occupied by Saunders, at the same warehouse rate of 2.40/sq. ft., which will be \$1,000 per month. It will take me sixty to ninety days before I can have this space available for you, but as soon as I can, you may occupy this additional space.

Jimmy, after talking with three different real estate brokers, we feel this is a fair price for the space considering providing utilities, janitorial, and other services. The rate increase should have gone into effect on January 1, 1986, but I am not asking you to back up and pay this, but to put the new rates into effect at 5/1/86.


Please indicate your acceptance of this one-year extension and rate increase by signing below and returning to me by 5/9/86. Thank you for your help in this matter.

Sincerely,



Larry D. Patterson
Chief Financial Officer

ACCEPTED BY:



5/9/86

DATE:

STATE OF ALABAMA)

JEFFERSON COUNTY)

FIRST ADDENDUM AND REVISION OF
LEASE AGREEMENT

THIS ADDENDUM AND REVISION is hereby made and entered into by and between
INVESTMENT REALTY COMPANY, SUBSIDIARY OF MCDONALD GROUP, INC. (as LESSOR)

and AMERICAN BUILDINGS COMPANY (as LESSEE)

attached to, revising, and superseding those certain portions as hereinbelow cap-
tioned, of that certain "Lease Agreement" of September 24, 1980, as amended _____
_____, 19_____, upon office space in the warehouse located
at: ~~4604~~ Rear-Highway 280 South of Cahaba River, Shelby County, Alabama.

The parties thereto have duly set forth the described changes and/or additions herein-
below as though fully set out in the said original September 24, 1980, Lease Agreement
having an effective date of January 1, 1981,

TO WIT:

(reference paragraph)

PREMISES (paragraph A)

It is hereby understood and agreed
that a warehouse area to be leased
and agreed to be leased is hereby
increased by 1250 Sq. Ft., to a
total leased warehouse area of
14,750 square feet;

RENTAL (paragraph C)

It is hereby understood and agreed
that the rental considerations payable
under that subject lease shall be
amended to reflect a higher lease con-
sideration in proportion to the increased
warehouse area, being increased by
\$104.17 per month of that currently cited,
to a total consideration of:

Monthly, the first year Fifteen Hundred Sixty-Two & 50/100 DOLLARS (\$1562.50)

For a period of twelve (12) months; Second year and thereafter to include an es-
calation percentage increase equal to the increase in the Consumer Price Index
(C.P.I.) for that period. Warehouse space 14,750 Sq. Ft. @ \$1.00 pr/sq. ft.- for
a period of twelve months; 2nd year - \$1.50 pr/sq. ft.; third year - \$1.50 pr/sq. ft.
plus (to include escalation percentage increase equal to C.P.I.) for that 12 month
period.

IN WITNESS WHEREOF, the preceding First Addendum and Revision of Warehouse and Office
Space Lease Agreement is hereby adopted and attached to that certain original Lease
Agreement hereinabove described, as though fully set out therein and superseding
the applicable portions thereof, on this _____ day of _____, 19____.

INVESTMENT REALTY COMPANY (LESSOR)

By [Signature]
Its President

AMERICAN BUILDINGS COMPANY (LESSEE)

By [Signature]
Its President

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STATE OF ALABAMA)
JEFFERSON COUNTY)

LEASE AGREEMENT
WAREHOUSE SPACE
and
OFFICE SPACE

COMMERCIAL OFFICE AND WAREHOUSE SPACE

Automatic Renewal

THIS AGREEMENT, made and entered into this, the 30th day of September, 19 80

By and Between

INVESTMENT REALTY COMPANY, SUBSIDIARY, MCDONALD GROUP, INC. (hereinafter called "LESSOR").

AND American Building Company (hereinafter called "LESSEE")

WITNESSETH

That said Lessor, in consideration of the covenants of the Lessee herein contained, hereby covenants with said Lessee as follows:

A. That said Lessor does hereby lease, demise and let to said Lessee certain warehouse and office space located in Shelby County, Alabama, to wit: 13,500 Sq. Ft. of Warehouse Space, and 700 Sq. Ft. of Office Space at: 4630 Rear-Highway 280 South of Cahaba River, Shelby County, Alabama.

B. The term of this lease shall be for three (3) years, to commence on the 15th day of September, 19 80, and ending on the 15th day of September, 19 83. ~~as of the 15th day of September in any year that either party gives the other party at least ninety (90) days written notice prior to the first (1) day of the month of the year it is desired to terminate this lease of intention to terminate.~~

C. The Lessee agrees to pay each month, as rent for the premises to INVESTMENT REALTY CO., a division of McDonald Group Inc. agent of Lessor, at its offices as follows:

Office Space 700 Sq. Ft. @ \$333.33 pr./month for the period of twelve (12) months; Second year and thereafter to include an escalation ^{percentage increase} equal to the increase in the Consumer Price Index (C.P.I.) for that period. 12 months August to August
Warehouse Space 13,500 Sq. Ft. @ \$1.00 pr/sq. ft. for the period of twelve (12) months; Second year @ \$1.50 pr/sq. ft.; Third year @ \$1.50 pr/sq. ft. plus to include an escalation ^{percentage increase} equal to the increase in the Consumer Price Index (C.P.I.) for that period. 12 months August to August

D. Premises, subject to existing easements, if any, shall be used for general office and warehouse purposes and no other purpose. Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

E. Lessee may not, without the prior written consent of Lessor, assign this lease or any interests hereunder, or sublet the leased premises or any part thereof, or permit the use of the leased premises by any party other than Lessee.

F. That the said Lessor will ^{carry insurance and pay taxes as well as} furnish such heat, air conditioning, electricity and general janitorial service for office space as shall be reasonably necessary to the comfortable use and occupancy of said premises during business hours, except Saturdays, Sundays and holidays, upon the condition that the Lessor shall not be liable for damages for failure so to do due to causes reasonably beyond its control.

G. That Lessee shall be entitled, for the convenience of its employees, to the use of the outside automobile parking areas on the premises of the Lessor's building to the extent that space in such areas is available, but Lessee agrees that such use shall at all times be subject to the regulations and restrictions which the Lessor may from time to time find it necessary or advisable to establish.

H. In the case said premises shall become untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and said Lessor shall fail or refuse within thirty days to agree in writing to restore the same within ninety days, this lease may be terminated by either Lessor or Lessee by notice in writing; and in case Lessor shall agree in writing to restore the same within said time, the rent to be paid hereunder pending such restoration shall be abated in proportion to the rental loss and impairment of the use of said premises, to be determined by agreement between the parties hereto.

* with automatic renewal unless either party terminates agreement by giving the other party at least 90 days written notice prior to renewal date.

Initial Hereby:
LESSOR [Signature]
LESSEE [Signature]

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I. USE OF PREMISES: That the Lessee will use said premises only for office and warehouse purposes; and will keep them in as good condition as when turned over to it, reasonable wear and tear and damage by fire and the elements excepted; and will keep them in an orderly, clean and sanitary condition as required by the laws and ordinances applicable thereto; will neither do nor permit to be done on said premises anything in violation of laws or ordinances applicable thereto; will neither commit nor suffer waste in said premises; and will pay for all damage to premises by its fault or negligence or the fault or negligence of its employees;

LOSS OF OR DAMAGE TO PROPERTY: That the Lessee will make no claim against the Lessor for any loss of or damage to property by theft, burglary, water, gas, electricity or other means, provided that the Lessor has taken all reasonable precautions against such loss or damage;

J. ENTRY BY LESSOR: That the Lessor may at all reasonable times enter said premises to inspect the same and to make repairs therein and incident to repairs of said building;

~~K. LIEN FOR RENT: That the Lessee grants to the Lessor a lien upon all personal property of the Lessee in said premises during said term to secure payment of the rent payable hereunder, and does agree that no such property shall be removed from said premises without the consent in writing of the Lessor while any installments of rent are past due and during any other default in the conditions hereof.~~

L. ABANDONMENT OR DEFAULT: That in case the Lessee shall vacate or abandon said premises or shall default in any of its covenants herein and said default shall not be removed within five days after notice thereof in writing from the Lessor, the Lessor is hereby authorized to reenter said premises, to terminate this lease at its option and to lease and let said premises as to whom shall seem best, to remove from said premises all personal property of the Lessee and to store the same to the account and at the expense and risk of the Lessee, and to sell said property or any part thereof and out of the proceeds to pay all expenses of so removing, storing and selling the same, and all sums which shall then be in arrears or past due for rent; and that no such act or acts of the Lessor shall be construed as cancellation of this lease or waiver of the right of the Lessor to collect rent hereunder for the remainder of said term, except said exercise shall determine that any action or proceeding at law or otherwise is necessary to enforce the terms and conditions hereof, the Lessee agrees that reasonable attorney's fees and the necessary costs and disbursements thereof may be allowed and taxed against it; Lessor may besides his right to enforce payments, cancel or re-enter, re-let and hold Lessee liable for deficit;

M. SIGNS: That no sign, advertisement or notice will be placed or painted on any part of the outside or inside of said building or leased premises except with written consent of the Lessor. Signs shall be in such size, color, style and material and at such places as shall be designated by the Lessor; and the Lessor reserves the right to remove all others at the expense of the Lessee.

N. SAFES AND OTHER HEAVY OBJECTS: That all metal safes and other heavy objects will be moved in-out of office building only as designated by the Lessor; and the Lessor shall at all times have the right to prescribe the maximum weight and positions thereof in the leased premises;

O. TELEGRAPH AND TELEPHONE CONNECTIONS: That the Lessor shall have the right to direct all electric wiring in said building for telegraph, telephone and other purposes and Lessee will not do or permit any boring or cutting for such purposes except with the consent and at the direction of said Lessor;

P. REMOVAL OF FURNITURE AND FIXTURES: That any and all furniture, fixtures and goods will be removed whenever such removal is requested by the Lessor for purposes of repairs

Initial Here:

LESSOR

LESSEE

PASSKEYS: That the lessor shall have the right to keep passkeys to the leased premises and to use the same to enter such premises in any emergency and for inspection and repairs;

RIGHT TO SHOW PREMISES: That the lessor shall have the right to enter the leased premise during six months prior to the termination of this lease, to show the same to prospective tenants and to place on doors and windows the usual notice that the premises are for rent;

Each party hereto hereby waives all claims and causes of action against the other party for any loss or damage to any of its property insured under valid insurance policies for theft, burglary and general public liability to the extent recovery is collectible thereunder; provided, however, that this waiver shall apply only when permitted by the applicable policy of insurance. Each party further agrees to use their best efforts to have any and all fire, extended coverage, theft, burglary, general public liability or other casualty insurance policies which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

IN CONSIDERATION of the premises, it is hereby mutually agreed by and between the parties hereto that their respective covenants herein shall be binding upon and inure to the benefit of their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the respective parties hereto have caused this lease to be executed in duplicate, this 24th day of September, 1980.

WITNESSES:

(AS TO LESSOR)

Marlyn J. Northcutt
Nina Pitt. Moore

LESSOR: INVESTMENT REALTY COMPANY
SUBSIDIARY OF MCDONALD GROUP, INC.

By Allen J. McDonald

(AS TO LESSEE)

Reggie Woodham
Cynthia B. Gentry

LESSEE:

American Buildings Company

James D. Murphy, Jr.
James D. Murphy, Jr.

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Initial Here:

LESSOR JM

LESSEE JB

THIS ADDENDUM AND REVISION is hereby made and entered into by and between INVESTMENT REALTY COMPANY, SUBSIDIARY OF MCDONALD GROUP, INC. (As Lessor), and AMERICAN BUILDINGS COMPANY (As Lessee), attached to and superseding those certain portions as hereinafter captioned, of that certain "Lease Agreement" of September 24, 1980, and as amended _____, 1982, upon warehouse space in the warehouse located at: 630-Rear Highway 280 South of Cahaba River, Shelby County, Alabama. The parties thereto have duly set forth the describing changes and/or additions hereinbelow as though fully set out in the said original September 24, 1980 Lease Agreement having an effective date of July 1, 1983, ~~1982~~.

[Handwritten initials]

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This addendum shall add to the existing Lease Agreement an additional 9,202 square feet of warehouse space at the cost of \$2.00 per square feet for a period of (12) Twelve month, second year and thereafter to include an escalation percentage increase equal to the increase in the Consumer Price Index (C.P.I.) for that period.

IN WITNESS THEREOF: The preceding Addendum and Revision of warehouse space Lease Agreement is hereby adopted and attached to that certain original Lease Agreement hereinafter described, as though fully set out therein and superseding the applicable portions thereof, on this 19 day of July, ~~1982~~ 1983.

[Handwritten initials]

All other terms and conditions of this Lease Agreement shall apply to this Addendum.

INVESTMENT REALTY COMPANY (LESSOR)

BY: [Signature]

ITS: Co-President

AMERICAN BUILDINGS COMPANY (LESSEE)

BY: [Signature]

ITS: President

LEASE AGREEMENT
WAREHOUSE SPACE
and
OFFICE SPACE

COMMERCIAL OFFICE AND WAREHOUSE SPACE

Automatic Renewal

THIS AGREEMENT, made and entered into this, the _____ day of _____, 19_____.

By and Between

INVESTMENT REALTY COMPANY (hereinafter called "LESSOR"),
AND AMERICAN BUILDINGS COMPANY (hereinafter called "LESSEE")

WITNESSETH

That said Lessor, in consideration of the covenants of the Lessee herein contained, hereby covenants with said Lessee as follows:

A. That said Lessor does hereby lease, demise and let to said Lessee certain warehouse and office space located in Shelby County, Alabama, to wit: 9,202 square feet of Warehouse Space and N/A square feet of Office Space at: 630 Rear-Highway 280 South of Cahaba River, Shelby County, Alabama.

B. The term of this lease shall be for one (1) year, to commence on the first day of July, 1983, and to end on the 30th day of June, 1984, with automatic renewal unless either party terminates agreement by giving the other party at least ninety (90) days written notice prior to renewal date.

C. The Lessee agrees to pay each month, as rent for the premises, to INVESTMENT REALTY COMPANY, agent of Lessor, at its offices, as follows:

Office Space of (N/A) square feet at _____ per month for the period of twelve (12) months; Second year and thereafter to include an escalation percentage increase equal to the increase in the Consumer Price Index (C.P.I.) for that period (12-month period, August to August).

Warehouse Space 9,202 square feet at \$2.00 per sq. ft. for the period of twelve (12) months; Second Year and Third Year and thereafter to include an escalation percentage increase equal to the increase in the Consumer Price Index (C.P.I.) for that period (12 month period, August to August). Monthly rental for the first year shall be \$1,533.66, for an annual rental of \$18,404.

D. Premises, subject to existing easements, if any, shall be used for general office and warehouse purposes and no other purpose. Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

E. Lessee may not, without the prior written consent of Lessor, assign this lease or any interests hereunder, or sublet the leased premises or any part thereof, or permit the use of the leased premises by any party other than Lessee.

F. That the said Lessor will carry insurance and pay taxes, as well as furnish such heat, air conditioning, electricity and general janitorial service for office space as shall be reasonably necessary to the comfortable use and occupancy of said premises during business hours, except Saturdays, Sundays and holidays, upon the condition that the Lessor shall not be liable for damages for failure so to do due to causes reasonably beyond its control.

G. That Lessee shall be entitled, for the convenience of its employees, to the use of the outside automobile parking areas on the premises of the Lessor's building to the extent that space in such areas is available, but Lessee agrees that such use shall at all times be subject to the regulations and restrictions which the Lessor may from time to time find it necessary or advisable to establish.

H. In the case said premises shall become untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and said Lessor shall fail or refuse within thirty days to agree in writing to restore the same within ninety days, this lease may be terminated by either Lessor or Lessee by notice in writing; and in case Lessor shall agree in writing to restore the same within said time, the rent to be paid hereunder pending such restoration shall be abated in proportion to the rental loss and impairment of the use of said premises, to be determined by agreement between the parties hereto.

Initial Here: _____
LESSOR _____
LESSEE _____

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I. USE OF PREMISES: That the Lessee will use said premises only for office and warehouse purposes; and will keep them in as good condition as when turned over to it, reasonable wear and tear and damage by fire and the elements excepted; and will keep them in an orderly, clean and sanitary condition as required by the laws the ordinances applicable thereto; will neither do nor permit to be done on said premises anything in violation of laws or ordinances applicable thereto; will neither commit nor suffer waste in said premises; and will pay for all damage to premises by its fault or negligence or the fault or negligence of its employees;

LOSS OF OR DAMAGE TO PROPERTY: That the Lessee will make no claim against the Lessor for any loss of or damage to property by theft, burglary, water, gas, electricity or other means, provided that the Lessor has taken all reasonable precautions against such loss or damage;

J. ENTRY BY LESSOR: That the Lessor may at all reasonable times enter said premises to inspect the same and to make repairs therein and incident to repairs of said building;

~~K. LIEN FOR RENT: That the Lessee grants to the Lessor a lien upon all personal property of the Lessee in said premises during said term to secure payment of the rent payable hereunder, and does agree that no such property shall be removed from said premises without the consent in writing of the Lessor while any installments of rent are past due and during any other default in the conditions hereof;~~

L. ABANDONMENT OR DEFAULT: That in case the Lessee shall vacate or abandon said premises or shall default in any of its covenants herein and said default shall not be removed within five days after notice thereof in writing from the Lessor, the Lessor is hereby authorized to reenter said premises, to terminate this lease at its option and to lease and let said premises as to whom shall seem best, to removed from said premises all personal property of the Lessee and to store the same to the account and at the expense and risk of the Lessee, and to sell said property or any part thereof and out of the proceeds to pay all expenses of so removing, storing and selling the same, and all sums which shall then be in arrears or past due for rent; and that no such act or acts of the Lessor shall be construed as cancellation of this lease or waiver of the right of the Lessor to collect rent hereunder for the remainder of said term, except said exercise shall determine that any action or proceeding at law or otherwise is necessary to enforce the terms and conditions hereof, the Lessee agrees that reasonable attorney's fees and the necessary costs and disbursements thereof may be allowed and taxed against it; Lessor may besides his right to enforce payments, cancel or re-enter, re-let and hold Lessee liable for deficit;

M. SIGNS: That no sign, advertisement or notice will be placed or painted on any part of the outside or inside of said building or leased premises except with written consent of the Lessor. Signs shall be in such size, color, style and material and at such places as shall be designated by the Lessor; and the Lessor reserves the right to remove all others at the expense of the Lessee.

N. SAFES AND OTHER HEAVY OBJECTS: That all metal safes and other heavy objects will be moved in--out of office building only as designated by the Lessor; and the Lessor shall at all times have the right to prescribe the maximum weight and positions thereof in the leased premises;

O. TELEGRAPH AND TELEPHONE CONNECTIONS: That the Lessor shall have the right to direct all electric wiring in said building for telegraph, telephone and other purposes and Lessee will not do or permit any boring or cutting for such purposes except with the consent and at the direction of said Lessor;

P. REMOVAL OF FURNITURE AND FIXTURES: That any and all furniture, fixtures and goods will be removed whenever such removal is requested by the Lessor for purposes of repairs

Initial Here:

LESSOR W.H.M.

LESSEE [Signature]

PASSKEYS: That the Lessor shall have the right to keep passkeys to the leased premises and to use the same to enter such premises in any emergency and for inspection and repairs;

RIGHT TO SHOW PREMISES: That the Lessor shall have the right to enter the leased premises during six months prior to the termination of this lease, to show the same to prospective tenants and to place on doors and windows the usual notice that the premises are for rent;

Each party hereto hereby waives all claims and causes of action against the other party for any loss or damage to any of its property insured under valid insurance policies for theft, burglary and general public liability to the extent recovery is collectible thereunder; provided, however, that this waiver shall apply only when permitted by the applicable policy of insurance. Each party further agrees to use their best efforts to have any and all fire, extended coverage, theft, burglary, general public liability or other casualty insurance policies which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive... prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

IN CONSIDERATION of the premises, it is hereby mutually agreed by and between the parties hereto that their respective covenants herein shall be binding upon and inure to the benefit of their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the respective parties hereto have caused this lease to be executed in duplicate, this 29th day of July, 1983.

LESSOR: INVESTMENT REALTY COMPANY

By

Wm. M. [Signature]
Co. - Dan

LESSEE

[Signature]
[Signature]

BOOK C90 PAGE 409

STATE OF ALABAMA
COUNTY OF JEFFERSON

FOURTH ADDENDUM AND REVISION
OF LEASE AGREEMENT

200
1/18/82

THIS ADDENDUM AND REVISION is hereby made and entered into by and between INVESTMENT REALTY COMPANY, SUBSIDIARY OF MCDONALD GROUP, INC. (as Lessor), and AMERICAN BUILDINGS COMPANY (as Lessee).

attached to, revision, and superseding those certain portions as hereinafter captioned, of that certain "Lease Agreement" of September 24, 1980, as amended January 1, 1982, upon warehouse space in the warehouse located at: 630 Rear-Highway 280 South of Cahaba River, Shelby County, Ala.

The parties thereto have duly set forth the describing changes and/or additions hereinbelow as though fully set out in the said original September 24, 1980 Lease Agreement having an effective date of January 1, 1982.

BOX 690 MAIL 410

This Addendum shall add to the existing Lease Agreement an additional 6,250 square feet of warehouse space at a cost of ~~52.00~~^{1.50} pr. Sq. Feet for a period of 12 (twelve) months, second year and thereafter to include an escalation percentage increase equal to the increase in the Consumer Price Index (C.P.I.) for that period.

9540.00
2750.00

IN WITNESS THEREOF: The preceding Addendum and Revision of Warehouse space Lease Agreement is hereby adopted and attached to that certain original Lease Agreement hereinafter described, as though fully set out therein and superseding the applicable portions thereof, on this 18th day of January, 1982. All other terms and conditions of this Lease Agreement shall apply to this Addendum.

Effective 3-10-82
5877 - 2,420.33
6,541 - 676.79
3,097.12

[Handwritten signature]

INVESTMENT REALTY COMPANY (LESSOR)

BY: _____

ITS: _____

AMERICAN BUILDINGS COMPANY (LESSEE)

BY: _____

July 7, 1981

Mr. Charles Blackburn
American Buildings Company
P. O. Box 800
Eufaula, Alabama 36027

Dear Mr. Blackburn:

Enclosed is a copy of the lease agreement of office space located at 630-Rear Highway 280 south, duly signed by Mr. Allan J. McDonald.

Thank you for your check in the amount of \$1,534.38, however, I would like to call your attention to the additional office space which was rented in May, 1981 in the amount of \$676.79 monthly, which would make your rent payment for May in the amount of \$2,239.29.

Beginning June 1st, the 226 sq. ft. of additional office space rented at the cost of \$75.33 monthly, would bring your monthly payment to \$2,314.62.

The computations are as follows:

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	May, 1981	June, 1981	July, 1981
Amount Due	\$2,239.29	\$2,314.62	\$2,314.62
Amount Paid	<u>1,562.50</u>	<u>1,562.50</u>	<u>1,534.38</u>
Difference	\$ 676.79	\$ 752.12	\$ 780.24

We would appreciate your check in the amount of \$1,428.91 which would bring your account current for the months of May and June, 1981. Please set up your records to pay the current amount of \$2,314.62 monthly.

Thank you for your cooperation in the above matter, and if I can be of further assistance, please call on me.

Sincerely,

Jackie F. Elliott
Jackie F. Elliott
Secretary to Allan J. McDonald

9-10-81
 5877 - 1,637.83
 6541 - 676.79

 2,314.62

OF ALABAMA
JEFFERSON COUNTY

SECOND ADDENDUM AND REVISION
OF LEASE AGREEMENT

THIS ADDENDUM AND REVISION is hereby made and entered into by and between
INVESTMENT REALTY COMPANY, SUBSIDIARY OF MCDONALD GROUP, INC. (as Lessor)
and AMERICAN BUILDINGS COMPANY (as LESSEE)

attached to, revision, and superseding those certain portions as hereinafter
captioned, of that certain "Lease Agreement" of September 24, 1980 as amended

June 1, 1981, upon office space in the warehouse located
at: 630 rear-Highway 280 South of Cahaba River, Shelby County, Alabama.

The parties thereto have duly set forth the described changes and/or additions
hereinbelow as though fully set out in the said original September 24, 1980,
Lease Agreement having an effective date of June 1, 1981.

This Addendum shall add to the existing Lease Agreement an additional 226 Square
feet of Office Space at a cost of \$4.00 Pr/Sq. Ft. for a period of twelve (12)
months; Second year and thereafter to include an escalation percentage increase
equal to the increase in the Consumer Price Index (C.P.I.) for that period.

IN WITNESS THEREOF: the preceding Addendum and Revision of Office Space Lease
Agreement is hereby adopted and attached to that certain original Lease Agreement
hereinafter described, as though fully set out therein and superseding the applicable
portions thereof, on this 1st day of June, 1981. All other terms and
conditions of this lease shall apply to this Addendum.

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INVESTMENT REALTY COMPANY (LESSOR)

BY: [Signature]

ITS _____

AMERICAN BUILDINGS COMPANY (LESSEE)

BY: [Signature]

ITS President

One Office Park Circle • Suite 300 • Birmingham, Alabama 35223 • 205/879-0456

June 16, 1981

Mr. Charles Blackburn
American Buildings Company
P. O. Box 800
Eufaula, Alabama 36027

405500

*Person-lic
of each mo.*

Dear Mr. Blackburn:

Enclosed please find the Lease Agreement on 1052 sq. feet of office space located in Shelby County, Ala at: 630-Rear Highway 280, beginning on May 1, 1981.

The total amount due on the entire amount of leased property is now \$2,329.69 per month as follows:

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Warehouse - 14,750 sq. ft. @ \$1.00 pr/sq ft.	=	\$1,229.17
Office 700 sq. ft. @ \$5.71 pr/sq ft.	=	\$ 333.33
		<u>\$1,562.50</u>
Office - 1,052 sq. ft.		676.79
Office - 226 sq. ft. @ \$4.00 pr/sq ft.	=	<u>\$ 90.40</u> 25.53
		<u>\$2,329.69</u> 2311.62

Mr. McDonald is on vacation and he will sign the lease agreement on the last lease when he returns on July 6th, 1981, and I will send you your copy then.

Thank you for your cooperation in this matter, and if I can be of further assistance, please call on me.

Sincerely,

[Signature]

1652.17
676.79
90.40

INVESTMENT REALTY COMPANY

Sales - Property Management
One Office Park Circle • Suite 300 • P.O. Box 74086
Birmingham, Alabama 35223
(205) 879-0456

405300

January 13, 1981

Mr. Charles Blackburn
American Buildings Company
P. O. Box 800
Eufaula, Alabama 36027

Dear Mr. Blackburn:

Thank you for your check covering the rent on warehouse/office space located at 630 Rear-Highway 280 South, in the Birmingham area in the amount of \$1458.00.

However, I would like to call your attention to the enclosed copy of an addendum to the original lease for subject space which adds some 1250 sq. ft., bringing the total to 14,750 sq. ft. in the warehouse. As the addendum indicates, the total rental payment for both office and warehouse space should be \$1562.50 per month, as follows:

Warehouse - 14,750 sq. ft. @ \$1.00 pr/sq. ft. =	\$ 1,229.17
Office 700 sq. ft. @ \$5.71 pr/sq. ft. =	333.33
Total per month rental-----	<u>\$ 1,562.50</u>

Mr. Blackburn, I would appreciate your setting this amount up for each month, and would you please add the \$104.50 carryover to next month's check?

Thank you for your cooperation in this matter, and if you have any questions about this lease or I can be of assistance in any way, please call me.

Very truly yours,

INVESTMENT REALTY COMPANY

Marilyn K. Northcutt
Marilyn K. Northcutt
Vice President, Properties

MKN/dk

Enclosure

cc: Mr. James Gray

BOOK 090 PAGE 414

o/c 5877

*Payment
1/13/81*

*OK
ACB*

ATTN: CHRIS PAGE

Birmingham

One Office Park Circle • Suite 300 • Birmingham, Alabama 35223 • 205/879 0456

April 29, 1985

Mr. James Gray
American Buildings Company
630 Rear - Highway 280
P.O. Box 43483
Birmingham, Alabama 35243

Re: Leases for 280 Building

Dear Jimmy:

This letter is to confirm our agreement reached in your office 4/26/85 regarding increases in rental rates which were not put into effect over the past four years. First of all, we agreed to consolidate the various leases and addendums effective 1/2/85 and have the one consolidated lease come due each January 2 hereafter. The various leases and addendums are as follows:

<u>WAREHOUSE</u>	<u>Sq. Footage</u>	<u>Rate/Ft.</u>	<u>New Monthly Rate</u>
	14,750		\$2,089.58
	6,260		1,163.32
	<u>9,202</u>		<u>1,595.00</u>
	30,212	\$1.93	\$4,847.90
<u>OFFICE</u>	700		\$ 417.67
	226		86.07
	<u>1,052 A.B.C. ENG.</u>		<u>779.36</u>
	1,978	\$7.78	\$1,283.10

The monthly rates of \$4,847.90 (Warehouse) and \$1,283.10 (Office) will be in effect 1/2/85 through 1/1/86. The rate will increase 1/2/86 and each year thereafter by the percentage increase equal to the increase in the Consumer Price Index (c.p.i.) from the prior September to September.

We further agreed that American Buildings would begin May 1, 1985 paying the new combined monthly rate of \$6,131.00, and that American Buildings would also pay the difference in the old rate (\$4,630.78) and the new rate (\$6,131.00) for the past four months, which amounts to \$6,000.88. This is to be considered settlement of all prior rent billed and paid incorrectly with the terms of the leases.

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Mr. James Gray
American Buildings Company

-2-

April 29, 1985

This letter is to be considered an addendum to the leases regarding monthly rates, annual increases, and annual renewal dates, and all other terms of the leases remain in effect.

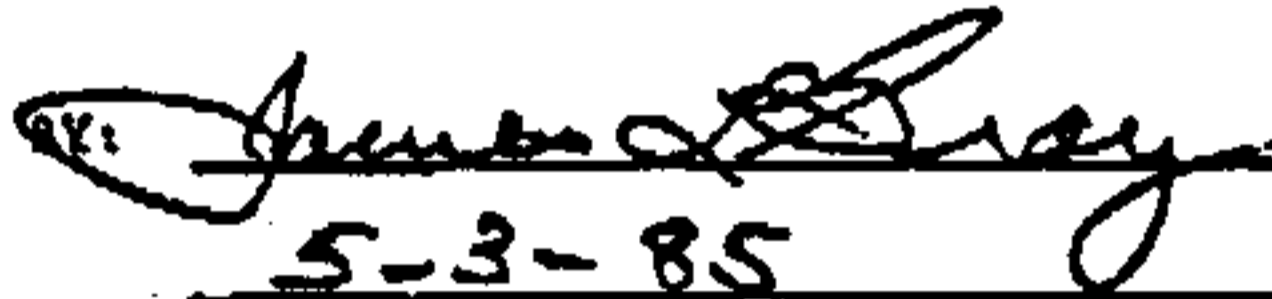
Very truly yours,



Larry D. Patterson
Chief Financial Officer

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ACCEPTED BY:



DATE:

5-3-85

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

1986 SEP 12 PM 4:05

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

RECORDING FEES

Recording Fee \$60.00

Index Fee 100

TOTAL \$61.00