



AT&T

Infobasech, Inc.
P.O. Box 1110
Albany, NY 12201

3108 Waiver of Rights In Personal Property

OCT 15 1996

Moore-Handley, Inc.	("Customer")	AT&T Credit Corporation	("AT&T")
Address Highway 31 South		Master Equipment Lease Agreement S400730	
City/State/Zip Pelham, AL 35124		Address Two gateball Drive	
Attention		City/State/Zip Parsippany, NJ 07054	

WHEREAS, the undersigned has an interest as the ☒ owner

- ☒ lessor or sublessor
☐ mortgagee or beneficiary of a deed of trust
☐ conditional sale vendor
☐ other (specify: _____)

of certain real property (the "Premises") presently occupied by the above referenced Customer and located at
 Highway 31 South Pelham Shelby AL 35124

No. & Street City or Town County State Zip Code

a legal description of which Premises follows:

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WHEREAS, the undersigned's deed, lease, deed of trust, mortgage, conditional sale contract or other instrument creating an interest in the Premises is recorded in the office of the ☒ County of ☒ State of ☒ in Book No. ☒ at Page No. _____

WHEREAS, the Customer and AT&T have entered into a Master Equipment Lease Agreement No. S400730

(herein called the "Agreement") under the terms of which AT&T will lease to the Customer certain equipment and other personal property (the "Equipment") which may be located upon the Premises and is identified in the Schedule/Supplement attached hereto; WHEREAS, AT&T as a condition to leasing/selling the Equipment to the Customer requires that this Waiver be executed by the undersigned and recorded; NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agrees with AT&T as follows: (1) The undersigned hereby waives, and agrees with AT&T not to assert any claim against or lien upon or interest in the Equipment, such waiver to be effective until such time as all rentals and other amounts payable by the Customer under said Agreement shall have been paid to AT&T in full, (2) The Equipment may be located upon, affixed or attached to, or incorporated in, the Premises, may be removed from the Premises, and, as between the undersigned and AT&T may be abandoned on the Premises, (3) The Equipment is, and shall at all times be deemed to be and remain, personal property, and shall not be deemed to be affixed to, or a part of, the Premises by reason of the manner of its installation or by reason of being attached in any manner to the Premises, (4) The undersigned shall permit the representatives of AT&T to enter upon the Premises to exercise any right AT&T may have under the terms of said Agreement or hereunder and shall look only to the Customer, his or its heirs, successors or assigns, for any damage caused by the exercise of said rights, (5) This Waiver shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned and shall be deemed to be a part of the Agreement.

Executed as an instrument under seal this _____ day of _____, 19__ a

For individuals:

(Name Of Signatory) _____

(Signature) _____ (Seal)

Moore-Handley, Inc.

(Name Of Entity)

For corporations, trust and associations:

ATTEST:

S. L. Sawyer

By: John L. Sawyer
Executive Vice President

Title

John L. Sawyer

Name

For individuals:

STATE OF

COUNTY OF

SS.:

On this _____ day of _____, 19____, before me personally appeared _____
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____
executed the same as his/her free act and deed

Notary Public _____

(Notarial Seal)

My Commission Expires: _____

For corporations, trusts and associations:

STATE OF ALABAMA

COUNTY OF SHELBY

SS.:

On this 26 day of SEPT, 1991, before me appeared JOHN L SAWYER,
me personally know, who, being by me duly sworn, did say that he is the EX VICE PRES of MOORE-HANDLEY INC and the
the seal affixed to said instrument is the seal of said corporation, trust or association, and that said instrument was signed and sealed
on behalf of said corporation, trust or association by authority of its board of directors or trustees, and said _____ acknowledged said
instrument to be the free act and deed of said corporation, trust or association.

Notary Public Jacqueline Sue Childs

(Notarial Seal)

My Commission Expires: 7-8-93

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From the Southwest corner of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, run easterly along the South boundary line of the said Section 13 a distance of 764.69 feet, more or less, to the point of intersection of the South boundary line of said Section 13 and the West right of way line of U. S. Highway 31; thence turn an angle of 102° 18' to the left and run Northwesterly along the West right of way line of U. S. Highway 31 a distance of 662.23 feet to the point of beginning of the property herein described; thence from the said point of beginning continue Northwesterly along the West right of way line of U. S. Highway 31 a distance of 655.57 feet; thence turn an angle of 77° 42' to the left and run Westerly a distance of 848.51 feet, more or less, to a point on the East right of way line of the Old Montgomery Highway; thence turn an angle of 90° 12' to the left and run Southerly along the East right of way line of the Old Montgomery Highway a distance of 249.15 feet; thence turn an angle of 6° 24' to the left and continue Southerly along the East right of way line of the Old Montgomery Highway a distance of 282.26 feet, more or less, to a point where the line of the most Northerly wall of a building belonging to the Alabaster Industrial Development Board, if projected in a westerly direction, would intersect the said East line of the Old Montgomery Highway; thence turn an angle of 90° 08', more or less, to the left and run in an Easterly direction along said Westerly projection of said Northerly line of said building and along said Northerly line a distance of 313.19 feet, more or less, to the Northeast corner of said building; thence turn an angle of 90°, more or less, to the right and run in a Southerly direction along the Easterly line of said building a distance of 222.33 feet, more or less, to the Southeast corner of said building; thence turn an angle of 90°, more or less, to the left and run in an Easterly direction a distance of 621.73 feet, more or less, to the point of beginning.

1. Deed Tax	\$	
2. Mfg. Tax	\$	
3. Recording Fee	\$	7.50
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	11.50

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

91 DEC 31 AM 9:50

Judge of Probate