

STATE OF TENNESSEE
COUNTY OF SHELBY

SWORN STATEMENT

I, LENA A. GAIA, do hereby make oath that the attached copy of the
Landlord's Waiver is an exact photocopy of the original document sent to the
Judge of Probate of Shelby County, Alabama for recording as per my letter
dated February 18, 1992, a copy of which is also attached.

Lena A. Gaia
Lena A. Gaia

SWORN TO AND SUBSCRIBED before me this 15th day of April, 1992.

James Goldman
Notary Public

My Commission Expires:

October 21, 1992

Heather, Donelson
Memphis, Tennessee

04/27/1992-6023
08:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 11.50

JAN 14 1992

LANDLORD'S WAIVER AND CONSENT


The undersigned, the Landlord of the premises located at Riverchase Design Center, Alabama to induce FIRST TENNESSEE BANK NATIONAL ASSOCIATION, Memphis, Tennessee, (hereinafter referred to as "Bank") to make loans or advances to MCKINNEY LUMBER-PULPWOOD, INC., SOUTHERN FASTENING SYSTEMS OF ALABAMA, INC., and/or FASCO AMERICA, INC., (hereinafter referred to as "Debtors") secured by a security interest in the inventory, equipment, machinery, and furnishings now or hereafter owned by Debtors (hereinafter referred to as "Personal Property"), located on the above mentioned premises, hereby waives and relinquished unto Bank and its assigns, all right to claim that any Personal Property, will at any time become fixtures and all rights, claims and demands of every kind against the said Personal Property, and all replacements and additions thereto, this waiver to continue in full force and effect until Debtors have paid the full amount owed or hereafter owing to Bank. The undersigned further agrees that the said Personal Property will remain personal property at all times notwithstanding the installation thereof in or at the premises aforesaid in any manner. The undersigned hereby grants Bank the right to enter the premises for the purposes of repossessing, removing, selling or otherwise dealing with the Personal Property. In the event that Bank shall enter the premises and repossess the Personal Property, of the Debtors, Bank shall have the right to maintain such properties on the rented premises by paying the current rent which shall become due during the period of time that Bank shall occupy the premises, provided however, that in no event shall Bank remain on the premises beyond the term of the lease. This waiver may not be changed or terminated orally, shall be binding upon the successors and assigns of the undersigned and shall also be binding upon any successor, owner or transferee of said real property.

Dated this 31st day of December, 1991.

WITNESSED BY:



MAYER PROPERTIES, II


Jay M. Ziff, General Partner
(LANDLORD)

1. Personal Property includes items in stock for resale: fasteners, tools, parts and related construction supplies. Items not included as personal property: computers, office fixtures, supplies, pallet racks, displays, etc.

JMZ/mbr
1220RDC.DATA

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Lillie Mae Rodgers, a Notary in and for said county in said state, hereby certify that Jay M. Ziff, whose name as General Partner of MAYER PROPERTIES, II, a General Partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, 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 31st day of December, 1991.

Lillie Mae Rodgers
Notary Public

My Commission Expires:

6/21/95

THIS INSTRUMENT PREPARED BY:
David G. Williams, Attorney
2000 First Tennessee Building
Memphis, Tennessee 38103

04/27/1992-6023
08:51 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MCD 11.50