

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT is entered into as of this 31st day of October, 1993 between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM**, a public corporation organized under the laws of the State of Alabama (the "Lessor") and **PELTOWN REALTY COMPANY**, a Partnership organized under the laws of the State of Alabama (the "Lessee").

Recitals

A. Pursuant to that certain Lease Agreement (the "Lease") dated as of October 1, 1986 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Book 100, page 119 between the Lessor and the Lessee, the Lessor leased the real property described in the Lease (the "Real Property") and the improvements thereon or to be constructed thereon, and other property, all of which is described in the Lease, to the Lessee.

B. Pursuant to that certain Sublease Agreement dated as of October 1, 1986 between the Lessee and Vulcan Threaded Products, Inc ("Vulcan"), the Lessee subleased the Real Property and the improvements thereon or to be constructed thereon and other property, all of which is described in said Sublease Agreement, to Vulcan.

D. Vulcan constructed a manufacturing facility and some related improvements on the Real Property. Among the related improvements is a metal building constructed by Vulcan along the western boundary of the Real Property. Inadvertently, the metal building was constructed in such a manner that it crossed the boundary line and encroached upon the property (the "Adjoining Property") lying immediately to the west of the Real Property.

E. The Lessee owns the Adjoining Property and in order to cure the encroachment referred to in Recital D and so that the metal building will be situated entirely on the same parcel of property as Vulcan's manufacturing facility referred to in Recital D, above, the Lessee has, by Warranty Deed of even date herewith, conveyed the portion of the Adjoining Property more particularly described below to the Lessor.

F. The Lessor and the Lessee have agreed to amend the Lease to include in the property leased thereunder the portion of the Adjoining Property described below, which the Lessee has today conveyed to the Lessor.

Inst # 1994-02120

01/20/1994-02120  
10:56 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 18.50

Inst # 1994-02120

### Agreement

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessee and the Lessor hereby amend the Lease by adding the following new Section 1.4A to the Lease immediately following Section 1.4:

Section 1.4A Demise of Additional Property. The Lessor, for and in consideration of the rents, covenants and agreements hereinafter reserved, mentioned and contained on the part of the Lessee to be paid, kept and performed, does hereby demise and lease to the Lessee, and the Lessee does hereby lease, take and hire from the Lessor, the following described real property located contiguous to the Leased Realty leased in Section 1.4 of this Lease Agreement in Shelby County, Alabama, to-wit:

Commence at the southwest corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 20 south, Range 3 west, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 1,091.42' to a point; Thence turn 69°30'00" left and run northeasterly 480.00' to a point; Thence turn 1°30'55" right and continue northeasterly 331.34' to a point; Thence turn 112°00'50" left and run westerly along the south line of the Vulcan Threaded Products Company property line a distance of 788.41' to the point of beginning of the property being described; Thence continue along last described course a distance of 6.97' to a point; Thence turn 89°04'12" right and run northerly a distance of 306.66' to a point; Thence turn 178°41'59" right and run southerly a distance of 306.85' to the point of beginning, containing 1,069 square feet or 0.245 of an acre.

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. The real property described in this Section shall be included in the definition of the term "Leased Realty." The new description of the Leased Realty as a whole, including both the real property described in Section 1.4 of this Lease Agreement and the real property described in this Section 1.4A, is set out on Schedule 1 attached hereto.

Except as expressly amended hereby, the Lease shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Lessee and the Lessor have caused this Amendment to be executed by their respective duly authorized officers as of the date first set forth above.

**Peltown Realty Company**

By: William Peltown

Title: General Partner

By: H. A. Peltown

Title: General Partner

By: William F. Jenkins Jr.

Title: GENERAL PARTNER

By: \_\_\_\_\_

Title: \_\_\_\_\_

**The Industrial Development Board  
of the Town of Pelham**

**ATTEST:**

By: William T. Evers

Title: Secretary

By: Dorothy S. Steley

Title: Chairman

STATE OF ALABAMA )

Shelby COUNTY )

I, Sonja O. Fleming, a Notary Public in and for said county and in said state, do hereby certify that William Upton Jr., Kent Upton, and William F. Jenkins Jr. whose names as general partners of **Peltown Realty Company**, a partnership organized under the laws of the State of Alabama, are signed to the foregoing Amendment to Lease Agreement and who are known to me acknowledged before me on this day that, being informed of the contents of said Amendment to Lease Agreement, they, as such general partners and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this the 13<sup>th</sup> day of Jan., 1994.

Sonja O. Fleming

Notary Public

My Commission expires:

Oct. 1, 1994



STATE OF ALABAMA )

Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel M. Spitzler and Tillman Emerson, whose names as Chairman and Secretary, respectively, of The Industrial Development Board of the Town of Pelham, a corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said Amendment to Lease Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 14<sup>th</sup> day of January, 1997.

Lisa Beasley  
Notary Public

AFFIX SEAL

My commission expires: \_\_\_\_\_  
MY COMMISSION EXPIRES MARCH 30, 1997

This instrument prepared by:

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**SCHEDULE 1**

Commence at the southwest corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 20 south, Range 3 west, Pelham, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 1,091.42' to a point; Thence turn 69°30'00" left and run northeasterly a distance of 480.00' to an iron (steel) pin; Thence turn 1°30'55" right and continue northeasterly a distance of 331.34' to an "X" in a concrete retaining wall marking the southeastern corner of subject property and the point of beginning of the parcel being described; Thence continue along last described course a distance of 109.72' to a point; Thence turn 12°10'14" right and run a distance of 252.80' to a point on the southerly margin of Crosscreek Trail, a public street in the City of Pelham, Alabama; Thence turn 124°10'04" left and run westerly along said margin of said street a distance of 103.25' to the P.C. (Point of Curvature) of a street curve to the right having a central angle of 29°41'30" and a radius of 662.59'; Thence run along the arc of said curve an arc distance of 343.37' to a point; Thence left 27°18'10" from tangent and run westerly 293.74' to a point; Thence turn 24°15'05" left and run Southwesterly a distance of 278.61' to a point; Thence turn 69°05'03" left and run southerly a distance of 306.66' to a point; Thence turn 89°04'12" left and run easterly a distance of 795.38' to the point of beginning, containing 7.40 acres. Property is marked on each corner with a steel pin, pipe, monument or "X" in concrete.

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