

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "Amendment") is entered into on or as of August 4, 2000, by and between Wood Structures, Inc., a Delaware corporation ("Mortgagor") and KeyBank National Association, a national banking association ("Mortgagee").

RECITALS:

A. Mortgagor executed a certain Mortgage and Security Agreement in favor of Mortgagee dated June 6, 1996, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument 1996-18843, which was amended by a First Amendment to Mortgage and Security Agreement dated November 20, 1998, which is recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument 1999-05624 (together, the "Mortgage"). The Mortgage encumbers the real property described on **Exhibit A** attached hereto.

B. Mortgagor has requested that the Mortgage be amended in certain respects and Mortgagee has agreed to do so on the condition, among others, that Mortgagor enter into this Amendment.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Mortgage is amended as follows:

1. The definition of the "Secured Indebtedness" as set forth on page 3 of the Mortgage is hereby amended and restated in its entirety to read as follows:

"This Mortgage is made to secure and enforce the following described indebtedness, obligations and liabilities (herein called the "Secured Indebtedness"):

- (i) Payment and performance of all obligations of the Mortgagor under that certain promissory note in the original principal sum of Fourteen Million and No/100 Dollars (\$14,000,000.00) dated November 23, 1998 (the "\$14 Million Note"), executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in the \$14 Million Note, and any and all renewals, extensions, modifications, substitutions or increases of the \$14 Million Note, or any part thereof;
- (ii) Payment and performance of all obligations of the Mortgagor under that certain promissory note in the original principal sum of Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00) dated August 4, 2000 (the "\$5.5 Million Note"), executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in the \$5.5 Million

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Note, and any and all renewals, extensions, modifications, substitutions or increases of the \$5.5 Million Note, or any part thereof;

- (iii) Payment and performance of all Obligations of the Mortgagor under that certain promissory note in the original principal sum of Six Million Five Hundred Thousand Dollars (\$6,500,000.00), dated November 23, 1998, as amended by an allonge reducing the principal amount thereof to Six Million Two Hundred Fifty Thousand Dollars (\$6,250,000.00), dated August 4, 2000 (the "\$6.25 Million Note"), bearing interest as provided in the \$6.25 Million Note, and any renewals, extensions, modifications, substitutions or increase of the \$6.25 Million Note, or any part thereof;
- (iv) Complete and full performance of each and every obligation, covenant, duty and agreement of the Mortgagor contained in this Mortgage;
- (v) Performance of all obligations of Mortgagor under that certain Term Loan Agreement dated November 23, 1998, as amended by amendment dated August 4, 2000 (the "Term Loan Agreement"), that certain Commercial Revolving Loan Agreement dated June 30, 1995, as amended by amendments dated June 6, 1996, November 23, 1998 and August 4, 2000 (the "Revolving Loan Agreement"), and under any other instrument evidencing, securing or pertaining to indebtedness evidenced by the \$14 Million Note, the \$5.5 Million Note or the \$6.25 Million Note, or evidencing any renewal or extension or modification or increase of the \$14 Million Note, the \$5.5 Million Note or the \$6.25 Million Note, or any part thereof, and further, Mortgagor's punctual and proper performance of all of Mortgagor's covenants, obligations and liabilities under any security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with or related to the \$14 Million Note, the \$5.5 Million Note, the \$6.25 Million Note, the Term Loan Agreement or the Revolving Loan Agreement, or any part thereof (such instruments and agreements are hereinafter sometimes collectively referred to as the "Loan Documents");
- (iv) Payment of all funds hereafter advanced by Mortgagee to or for the benefit of Mortgagor, as contemplated by any covenant or provision herein contained or contained in the Term Loan Agreement or the Revolving Loan Agreement.

Notwithstanding the foregoing, the maximum principal amount secured by this Mortgage shall be limited to the sum of Seven Hundred Seventy-Five Thousand and No/100 Dollars (\$775,000.00) of the Secured Indebtedness outstanding from time to time. This Mortgage shall secure the last remaining unpaid portion of the Secured Indebtedness and therefore (i) the security of this Mortgage shall not be diminished by any prepayment or repayment of the

Secured Indebtedness, and (ii) this Mortgage shall remain in full force and effect until all of the Secured Indebtedness is paid in full and all other obligations secured hereby are paid and performed in full.”

2. Subject to this Amendment, all terms, conditions and provisions of the Mortgage shall remain in full force and effect, and the same are hereby ratified and affirmed in all respects by Mortgagor.

IN WITNESS WHEREOF, this Amendment has been duly executed by Mortgagor and Mortgagee on or as of the day and year first above written.

WOOD STRUCTURES, INC.

By: Michael Santoni
Michael Santoni
Assistant Secretary

KEYBANK NATIONAL ASSOCIATION

By: Stephen Lubelczyk
Stephen Lubelczyk
Senior Vice President

STATE OF MAINE)
CUMBERLAND COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael Santoni, whose name as Assistant Secretary of Wood Structures, Inc., a Delaware 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 instrument, 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 this 4th day of August, 2000.

Sonia Buck
Notary Public/Attorney at Law
Printed Name: SONIA BUCK
Notary Public, Maine
My Commission Expires March 19, 2006

SCHEDULE A
TO
MORTGAGE AND SECURITY AGREEMENT

LEGAL DESCRIPTION

Those certain parcels of land situated in Shelby County, Alabama, which are more particularly described as follows:

PARCEL A

SURFACE RIGHTS ONLY IN AND TO:

A PARCEL OF LAND IN THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING THE SAME LAND DESCRIBED IN A DEED TO BAMA TRUSS & COMPONENTS, INC. FROM WESTERVELT LAND COMPANY, INC. RECORDED IN INSTRUMENT NUMBER 1993-00717 OF THE PROPERTY RECORDS OF SHELBY COUNTY. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 13, THENCE N 01° 37' 07" E, ALONG THE EAST LINE OF SECTION 13 A DISTANCE OF 555.19 FEET TO A POINT IN THE NORTH LINE OF THE HEART OF DIXIE RAILROAD CLUB RAILROAD RIGHT OF WAY, THENCE S 69° 16' 39" W ALONG A CHORD IN A CURVE, CONCAVE TO THE NORTH WITH A RADIUS OF 1925 FEET, A DISTANCE OF 380.27 FEET TO A 1/2" REBAR SET WITH A CAP STAMPED "S. WHEELER RPLS 16165" FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, A CHORD THAT BEARS S 81° 30' 41" W, A DISTANCE OF 440.21 FEET TO A POINT;

THENCE N 01° 14' 21" E, A DISTANCE OF 103.84 FEET TO AN IRON PIN FOUND WITH A CAP STAMPED "GULF STATES PAPER COMPANY LS 12709";

THENCE S 84° 52' 37" E, A DISTANCE OF 434.87 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 0.560 ACRES OF LAND.

PARCEL B

A PARCEL OF LAND IN THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING THE SAME LAND DESCRIBED IN A DEED TO JON PATRICK SHUGRUE FROM WAYMON D. RASCO, JR., RECORDED IN DEED BOOK 152 AT PAGE 416 OF THE PROPERTY RECORDS OF SHELBY COUNTY. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 13, THENCE N 01° 37' 07" E, ALONG THE EAST LINE OF SECTION 13 A DISTANCE OF 555.19 FEET TO A POINT IN THE NORTH LINE OF THE HEART OF DIXIE RAILROAD CLUB RAILROAD RIGHT OF WAY, THENCE S 69° 16' 39" W ALONG A CHORD IN A CURVE, CONCAVE TO THE NORTH WITH A RADIUS OF 1925 FEET, A DISTANCE OF 380.27 FEET TO A 1/2" REBAR SET WITH A CAP STAMPED "S. WHEELER RPLS 16165", THENCE CONTINUING ALONG SAID CURVE, A CHORD THAT BEARS S 81° 30' 41" W, A DISTANCE OF 440.21 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID CURVE, A CHORD THAT BEARS S 89° 48' 36" W, A DISTANCE OF 116.47 FEET TO A POINT;

THENCE N 88° 27' 24" W, ALONG THE NORTH LINE OF SAID RAILROAD, A DISTANCE OF 909.38 FEET TO A 1/2" REBAR SET WITH CAP STAMPED "S. WHEELER RPLS 16165";

THENCE N 15° 47' 34" W, A DISTANCE OF 19.55 FEET TO A POINT;

THENCE N 03° 09' 46" E, A DISTANCE OF 30.00 FEET TO A POINT;

THENCE N 15° 08' 39" E, A DISTANCE OF 66.28 FEET TO A POINT;

THENCE N 14° 05' 53" E, A DISTANCE OF 54.30 FEET TO A POINT;

THENCE N 02° 41' 10" E, A DISTANCE OF 32.45 FEET TO A POINT;

THENCE N 18° 34' 35" W, A DISTANCE OF 32.43 FEET TO A POINT;

THENCE N 47° 32' 30" W, A DISTANCE OF 26.60 FEET TO A POINT;
THENCE N 79° 48' 37" W, A DISTANCE OF 15.94 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE N 06° 03' 14" W, A DISTANCE OF 44.29 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE S 83° 26' 20" E, A DISTANCE OF 79.12 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE S 85° 51' 02" E, A DISTANCE OF 179.83 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE S 80° 34' 53" E, A DISTANCE OF 50.20 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE N 01° 07' 19" E, A DISTANCE OF 54.80 FEET TO A REBAR FOUND STAMPED "F. WHEELER RPLS 3385";
THENCE S 88° 51' 10" E, A DISTANCE OF 247.04 FEET TO A 1/2" REBAR SET STAMPED "S. WHEELER RPLS 16165";
THENCE S 88° 51' 10" E, A DISTANCE OF 499.04 FEET TO A REBAR FOUND STAMPED "F. WHEELER RPLS 3385";
THENCE S 01° 14' 21" W, A DISTANCE OF 223.36 FEET TO AN IRON PIN FOUND WITH CAP STAMPED "GULF STATES PAPER COMPANY RPLS 12709" AT THE NORTHWEST CORNER OF PARCEL A;
THENCE CONTINUING S 01° 14' 21" W, ALONG THE WEST LINE OF PARCEL A, A DISTANCE OF 103.84 FEET TO THE POINT OF BEGINNING.
THE HEREIN DESCRIBED PARCEL CONTAINS 7.396 ACRES OF LAND.

PARCEL C

A PARCEL OF LAND IN THE SOUTHEAST ONE QUARTER OF THE SOUTHEAST ONE QUARTER OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING THE SAME LAND DESCRIBED IN TWO DEEDS TO BAMA TRUSS & COMPONENTS, INC. FROM HISTORIC SHELBY ASSOCIATION, INC., RECORDED IN INSTRUMENT NUMBERS 1995-20052 AND 1996-01030 OF THE PROPERTY RECORDS OF SHELBY COUNTY. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 13, THENCE N 01° 37' 07" E, ALONG THE EAST LINE OF SECTION 13 A DISTANCE OF

555.19 FEET TO A POINT IN THE NORTH LINE OF THE HEART OF DIXIE RAILROAD CLUB RAILROAD RIGHT OF WAY, THENCE S 69° 16' 39" W ALONG A CHORD IN A CURVE, CONCAVE TO THE NORTH WITH A RADIUS OF 1925 FEET, A DISTANCE OF 380.27 FEET TO A 1/2" REBAR SET WITH A CAP STAMPED "S. WHEELER RPLS 16165", THENCE CONTINUING ALONG SAID CURVE, A CHORD THAT BEARS S 81° 30' 41" W, A DISTANCE OF 440.21 FEET TO A POINT AT THE SOUTHEAST CORNER OF PARCEL B AND THE SOUTHWEST CORNER OF PARCEL A, THENCE N 01° 14' 21" E, ALONG THE EAST LINE OF PARCEL B, A DISTANCE OF 327.20 FEET TO A REBAR FOUND WITH CAP STAMPED "F. WHEELER RPLS 3385" AT THE NORTHEAST CORNER OF PARCEL B, THENCE N 88° 51' 10" W, ALONG THE NORTH LINE OF PARCEL B, A DISTANCE OF 499.04 FEET TO A 1/2" REBAR SET WITH CAP STAMPED "S. WHEELER RPLS 16165" FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE NORTH LINE OF PARCEL B, N 88° 51' 10" W, A DISTANCE OF 247.04 FEET TO A REBAR FOUND WITH CAP STAMPED "F. WHEELER RPLS 3385";

THENCE N 01° 07' 19" E, A DISTANCE OF 203.30 FEET TO A REBAR FOUND WITH CAP STAMPED "F. WHEELER RPLS 3385", ON THE SOUTH RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY NO. 42;

THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY 42, N 82° 24' 11" E, A DISTANCE OF 174.42 FEET TO A 1/2" REBAR SET WITH CAP STAMPED "S. WHEELER RPLS 16165";

THENCE CONTINUING ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY 42, N 81° 18' 20" E, A DISTANCE OF 76.03 FEET TO A REBAR FOUND WITH CAP STAMPED "F. WHEELER RPLS 3385";

THENCE S 01° 11' 19" W, A DISTANCE OF 242.77 FEET TO THE POINT OF BEGINNING. THE HEREIN DESCRIBED PARCEL CONTAINS 1.263 ACRES OF LAND.

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