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LEASE AGREEMENT

between

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CALERA

and

SOUTHERN RAIL SERVICES, INC.

Dated as of

May 22, 2008

**LEASE AGREEMENT
BETWEEN
THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF CALERA
AND
SOUTHERN RAIL SERVICES, INC.**

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EXHIBIT A - Description of Realty

STATE OF ALABAMA)
 :
SHELBY COUNTY)

THIS LEASE AGREEMENT made and entered into as of May 22, 2008 (as the same may hereafter be further amended or supplemented, this "Lease Agreement"), between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF CALERA (the "Board"), a public corporation organized under the laws of the State of Alabama (the "State"), and SOUTHERN RAIL SERVICES, INC., a Delaware corporation (the "Lessee" or "Company Guarantor"), their respective successors and assigns, under the circumstances summarized in the following Recitals (with capitalized terms used but not defined therein having the meanings given to them in Article I hereof):

A. The Board has been heretofore organized under and is authorized by the Act to acquire, enlarge, improve, replace, own, lease and dispose of properties to the end that the Board may be able to promote industry, develop trade and further the use of the agricultural products and natural and human resources of the State and the development and preservation of said resources.

B. Pursuant to and in furtherance of the public purposes expressed in the Act, the Board has heretofore entered into that certain Inducement Agreement between among others, the Board and the Lessee dated as of November 2, 2007 (the "(Inducement Agreement)") with the Lessee, pursuant to which the Board has induced the Project as defined in the Inducement Agreement and has agreed to the incentives set forth therein.

C. The Board and Lessee desire to proceed with the construction and equipping of a facility to be used for the maintenance and refurbishing of railway cars (the "Project").

D. Upon completion of construction, the Board desires to lease the Project to Lessee.

W I T N E S S E T H:

In consideration of the mutual covenants and agreements hereinafter contained, the parties to this Lease Agreement hereby formally covenant, agree and bind themselves as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Definitions. In addition to the words and terms elsewhere defined in this Lease Agreement (including in the Recitals hereto) or by reference to another document, unless the context or use clearly indicates another or different meaning or intent:

“Act” means Article 4, Chapter 54, Title 11 of the Code of Alabama of 1975, as amended.

“Affiliate” means a Person that directly, or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Lessee.

“Basic Rent” means that portion of the Rentals payable hereunder in the amounts and at the times sufficient to pay Debt Service, if any.

“Bond” means the Board’s Industrial Development Revenue Bond in the principal amount of \$8,800,000 evidencing a loan from Compass Mortgage Corporation to the Board or such other loans entered into or issued by the Board for purposes of financing the Project.

“Bond Fund” means the Bond fund created in the Loan Agreement, if applicable.

“Bond Resolution” means (if Bonds are issued) the resolution adopted by the Board authorizing, among other things, the issuance of the Bonds and the execution of the Loan Agreement and related documents.

“Building” means, collectively, all structures and improvements now existing or hereafter expanded, constructed, reconstructed or made on the Realty, as they may at any time exist.

“City” means the City of Calera, Alabama.

“County” means Shelby County, Alabama.

“Debt Service” means, for any period or payable at any time, the aggregate principal, interest, premium and other charges (if any) due on the Bond for that period or payable at that time.

“Equipment” means any items of equipment, fixtures and tangible personal property located in or on the Building or the Realty and any item of equipment, fixtures or tangible personal property acquired in substitution therefor or as a renewal or replacement thereof.

“Event of Default” means an Event of Default specified and defined in Section 6.1 hereof.

“Governmental Authority” means the United States, any state or political subdivision thereof and any court, agency, department, commission, board, bureau or instrumentality of any of the foregoing.

“Holder” or “Holder of a Bond” means the person in whose name a Bond is registered on the books kept and maintained by the Registrar on behalf of the Board for the registration and transfer of Bonds.

“Independent Counsel” means an attorney or firm of attorneys duly admitted to practice law in the State and not in the full-time employment of either the Board or the Lessee.

“Interest Payment Date” means the dates set forth for payment of interest on the Bond as set forth in the Loan Agreement dated May 22, 2008, by and between the Lender and the Board.

“Interest Rate for Advances” means the applicable interest rate under the Bond.

“Issue Date” means the date of initial authentication and delivery of the Bonds.

“Lease Term” means the duration of the leasehold estate as set forth in Section 3.2 hereof.

“Lender” means Compass Mortgage Corporation, or any successor thereto.

“Loan Agreement” means that certain Loan Agreement for Industrial Development Financing between the Board and Compass Mortgage Corporation dated as of May 22, 2008, as may be amended.

“Mortgage” means any instrument conveying a mortgage on and/or security interest in the Project or any part thereof or any rents, income and profits therefrom in order to secure the Bond.

“Necessary Authorizations” means, with respect to any given action or effect, all authorizations, consents, approvals, permits, licenses and exemptions of, filings and registrations with, and reports to, all Governmental Authorities which are necessary or required to accomplish such action or achieve such effect.

“Net Proceeds”, when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all reasonable expenses (including reasonable attorneys' fees) incurred in the collection of such gross proceeds.

“Person” includes natural persons, firms, associations, partnerships, trusts, corporations, limited liability companies, and public bodies.

“Project” means the Realty, the Building(s) and the Equipment, to be leased to the Lessee pursuant hereto for use as a manufacturing facility for the refurbishing of railway cars as such Realty, Building(s) and Equipment may at any time exist.

“Project Costs” means costs of acquiring, preserving, constructing, modifying, expanding, equipping and financing the Project, including any fees and charges in connection therewith and any architectural and engineering costs incidental to, and any interest during the construction phase of, the Project.

“Project Supervisor” means any employee or agent of the Lessee hereafter authorized in writing, by the President or any Vice President of the Lessee, to act in connection with matters pertaining to the Project pursuant to the provisions hereof.

“Realty” means the leased real property and any additional real property and interests therein subjected to the demise of this Lease Agreement, all as described in Exhibit A hereto, and together constituting the site of the Building(s).

“Rentals” means the amounts required to be paid by the Lessee pursuant to Section 3.3 hereof.

“Reserved Rights” means all of the rights of the Board to receive payments or reimbursement pursuant to Section 3.3(b) and (c) hereof, to be held harmless and indemnified pursuant to Section 5.3 hereof, to be reimbursed for attorney's fees and expenses pursuant to Section 6.4 hereof, to receive notices hereunder and to give or withhold consent to amendments, supplements, modifications or termination of this Lease Agreement as expressly provided herein.

Section 1.2 Interpretation. Any reference herein to the Board or to any member of the Board of Directors or officer thereof includes servants, agents or employees or entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Code of Alabama of 1975, or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Board or the Lessee under this Lease Agreement, the Bond, the Mortgage or any other instrument or document entered into in connection with any of the foregoing, including without limitation, any alteration of the obligation to pay Debt Service in the amount and manner, at the times, and from the sources provided therein.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Lease Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the effective date of this Lease Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.3 Captions and Headings. The captions and headings in this Lease Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

[END OF ARTICLE I]

ARTICLE II.
REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Findings by the Board. The Board makes the following representations and findings as the basis for the undertakings on its part herein contained:

(a) The Board finds and determines that (i) the Project will constitute a "project" within the meaning of the Act; (ii) the Project is consistent with and in furtherance of the purposes of the Act in promoting the development of industrial trade and furthering the use of natural and human resources of the State and the development and preservation of said resources; and (iii) the utilization of the Project will benefit the people of the City, the County and the State by preserving and creating jobs and employment opportunities, thereby promoting the economic welfare of the City, the County and the State.

(b) The Board is duly incorporated under the provisions of the Act. Under the provisions of the Act, the Board has the power to undertake the Project and to enter into this Lease Agreement and to carry out its obligations hereunder. The Board is not in default under any of the provisions contained in its Certificate of Incorporation or By-Laws or of the laws of the State. The Board by proper corporate action has duly authorized the execution, delivery and performance of this Lease Agreement.

(c) The Project has been and will continue to be located within 25 miles of the corporate limits of the City and therefore within the jurisdiction of the Board.

(d) The execution, delivery and performance by the Board of this Lease Agreement are within the Board's corporate powers, and this document, when executed and delivered, will constitute a legal, valid and binding obligation of the Board enforceable against the Board in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by the application of general principles of equity.

Section 2.2 Representations and Covenants by the Lessee - General. The Lessee represents and covenants that:

(a) It is a company duly organized and validly existing under the laws of the State of Delaware and qualified to transact business under the laws of the State of Alabama.

(b) The execution, delivery and performance by the Lessee of the Lease Agreement and the carrying out of the transactions contemplated hereby are within the Lessee's corporate powers, have been duly authorized by all necessary action on the part of the members of Lessee, and do not violate any provision of applicable law, any order of any court or other governmental agency, the Articles of Incorporation or Bylaws of the Lessee, or to the knowledge of Lessee, any indenture, agreement or other instrument to which the Lessee or any Affiliate is a party or by which the Lessee or any Affiliate or any of its or their properties or assets is bound, or conflict, result in a breach of or constitute (with due notice or lapse of time or both) a default under, any such indenture, agreement or other instrument,

or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Lessee or any Affiliate (other than the Mortgage).

(c) The Lessee intends to operate the Project as a railway or refurbishing/manufacturing facility throughout the term of the Lease and knows of no reason why the Project will not be so operated. If, in the future, there is a cessation of that operation, it will use its reasonable efforts to resume that operation or accomplish an alternate use by the Lessee or others which will be consistent with the Act.

(d) To the best of its knowledge, the Lessee has obtained and will use its reasonable efforts to maintain all Necessary Authorizations for the acquisition, construction and equipping of the Project, and has obtained or will obtain and will use its reasonable efforts to maintain all Necessary Authorizations for the operation of the Project and for the due execution, delivery and performance by the Lessee of the Lease Agreement. In particular, all building permits required for the construction of the Building have been or will when and as necessary be obtained and, once obtained, will be maintained in full force and effect, and all utility services (including water supply, storm and sanitary sewerage, electric and telephone facilities) necessary for the construction and operation of the Building for the intended purposes are or will be available.

(e) The Lease Agreement, when executed and delivered, will constitute a legal, valid and binding obligation of the Lessee enforceable against the Lessee in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by the application of general principles of equity.

(f) There is no pending or, to the best of its knowledge, threatened action, investigation or proceeding before any court, governmental agency or arbitrator against or affecting the Lessee or any Affiliate (i) in any way contesting or affecting the validity of the this Lease Agreement or (ii) in any way contesting the existence or powers of the Lessee as a corporation.

[END OF ARTICLE II]

ARTICLE III.
LEASE PROVISIONS

Section 3.1 Demising Provision; Assignment of Redemption Rights.

(a) Upon completion of the Construction as defined in the Inducement Agreement, the Board has heretofore demised and leased to the Lessee, the Project and the Realty on which the same is situated, being described on Exhibit A hereto; and the Board does hereby reaffirm the demise and lease to the Lessee, and the Lessee leases from the Board, the Realty, together with the additions and improvements which constitute the Project; all in accordance with the provisions of this Lease Agreement and upon and subject to the terms, conditions and provisions of this Lease Agreement, to each of which the Board and the Lessee and each of them do hereby separately and severally covenant and agree.

(b) The Board hereby conveys and assigns to the Lessee the Board's equity of redemption in respect of the Project, entitling the Lessee to redeem the Project from impending foreclosure under the Mortgage. The Board furthermore assigns to the Lessee, without reservation, the Board's statutory right of redemption under Section 6-5-248 of the Code of Alabama of 1975, as amended. Additionally, the Board will, upon request of the Lessee, transfer and assign the Board's statutory right of redemption to the Lessee for the sum of \$1.00 at any time after foreclosure of any mortgage on the Project. The foregoing assignments are made in further consideration of the Lessee's agreement to acquire, construct and equip the Project on behalf of the Board and to use and operate the same in furtherance of the public purposes of the Act.

Section 3.2 Lease Term; Possession and Quiet Enjoyment. The Lease Term shall begin on the date hereof and, subject to the provisions of this Lease Agreement permitting earlier termination, shall continue until midnight of the maturity date of the Bond, whether as scheduled or as accelerated in accordance with the terms of the Bond.

So long as the Lessee performs and observes all the covenants and agreements on its part herein contained, it shall peaceably and quietly have, hold and enjoy the Project during the Lease Term subject to all the terms and provisions hereof.

Section 3.3 Rentals.

(a) In consideration of the lease of the Project, the Lessee does hereby covenant and agree to pay the following: (i) in the event the Bond have been issued, the Basic Rent, directly to the Lender for the benefit of the Issuer, in such respective amounts and at such respective times as shall be sufficient and timely to pay all Debt Service as the same shall be or become due and payable, whether at maturity, upon acceleration or otherwise; or (ii) in the event the Bond is not outstanding, an amount equal to One Hundred Dollars (\$100.00) which shall prepay the rent for the term of the Lease.

The Lessee recognizes and acknowledges that it is the intention of the parties hereto that this Lease Agreement be a net lease.

(b) In further consideration of the lease of the Project, the Lessee covenants and agrees to pay as additional Rentals hereunder any and all costs and expenses incurred or to be paid by the Board related to actions taken by the Board under this Lease Agreement, including any advances made pursuant to Section 4.6 hereof; provided that the Lessee may, without creating a default hereunder, contest in good faith the reasonableness of any such fees, charges or expenses. Following the payment or incurring of any such costs, expenses or liability, such additional Rentals are payable upon written demand therefor, and if not paid upon such demand shall bear interest from the date paid or incurred at the Interest Rate for Advances.

(c) All payments of Rental due under this Lease shall be made on behalf of the Board directly to Compass Mortgage Corporation or other holder of the Bond for application against amounts due under the Bond. All payments of Rental, albeit made for the benefit of, but not directly to the Board, shall be and constitute adequate consideration to the Board for the leasing of the Project to the Lessee, inasmuch as the Bond shall finance the payment of the costs of acquiring, preserving, constructing, expanding, equipping and financing the Project, accomplishment of which is the paramount objective and public purpose of the Board.

(d) Upon the occurrence of any Event of Default under and as defined in the Loan Agreement, all Rentals under this Lease shall become immediately due and payable.

Section 3.4 Obligations of Lessee Unconditional. The obligation of the Lessee to pay the Rentals, to make all other payments provided for herein and to perform and observe the other agreements and covenants on its part herein contained shall be absolute and unconditional, irrespective of any rights of setoff, recoupment or counterclaim it might otherwise have against the Board or any other Person. The Lessee will not suspend or discontinue any such payment or fail to perform and observe any of its other agreements and covenants contained herein or terminate this Lease Agreement for any cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute an eviction or constructive eviction, failure of consideration or commercial frustration of purpose, any damage to or destruction of the Project, the invalidity of any provision of this Lease Agreement, the taking by eminent domain of title to or the right to temporary use of all or any of the Project, any change in the tax or other laws of the United States of America, the State or any political subdivision of either thereof, or any failure of the Board to perform and observe any agreement or covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease Agreement. Notwithstanding the foregoing, the Lessee may, at its own cost and expense and in its own name or in the name of the Board, prosecute or defend any action or proceeding, or take any other action involving third persons which the Lessee deems reasonably necessary, in order to secure or protect its rights of use and occupancy and its other rights hereunder. Nothing contained herein shall be construed to be a waiver of any rights which the Lessee may have against the Board under this Lease Agreement or under any provision of law.

Section 3.5 Sublease or Grant of Use by Lessee. The Lessee may, without the necessity of the Board's consent, assign this Lease Agreement or sublease or grant the right to occupy and use the Project, in whole or in part, to others, provided:

(a) No such assignment, grant or sublease shall relieve the Lessee from primary liability for any of its obligations under this Lease Agreement;

(b) In connection with any such assignment, grant or sublease the Lessee shall retain such rights and interests as will permit it to comply with its obligations under this Lease Agreement;

(c) No such assignment, grant or sublease shall permit any use other than one consistent with the intended use of the Project or the purposes of the Act; and

(d) All such assignments, subleases or grants of use as may be entered into shall be subject to the terms and conditions of this Lease Agreement, the Mortgage, and the Assignment of Leases and Contracts, including, without limitation, the provisions with respect to the maintenance and operation of the Project.

Section 3.6 Execution and Delivery of Mortgage. In furtherance of the public purposes that will be accomplished by the establishment and operation by the Lessee of the Project and in consideration thereof, the Board hereby agrees that it shall, whenever requested by the Lessee, execute and deliver the Mortgage, pursuant to which it is anticipated that the Board will assign all its right, title and interest (except for Reserved Rights) in and to and pledge Basic Rent payable under this Lease Agreement and join in conveying a mortgage on and security interest in the Project or any part thereof to the mortgagee under the Mortgage as security for payment of the amount of Debt Service due to such mortgagee or (if such mortgagee serves in a fiduciary capacity) to its beneficiaries. Each such mortgagee shall have all rights and remedies herein accorded to the Board (except for any Reserved Rights) and any reference herein to the Board shall be deemed, with the necessary changes in detail, to include each such mortgagee, and each such mortgagee is deemed to be a third party beneficiary of the covenants and agreements of the Lessee herein contained.

Section 3.7 Restrictions on Mortgage or Sale of Project. Except for the Mortgage, the Board will not mortgage, sell, assign, transfer or convey the Project during the Lease Term without the prior written consent of the Lessee. If the laws of the State at the time shall permit it, nothing contained in this Section shall prevent the consolidation of the Board with, or merger of the Board into, or transfer of the Project as an entirety to, the City, the County or any public corporation whose property and income are not subject to State taxation and which has corporate authority to carry on the business of owning and leasing the Project; provided, that upon any such consolidation, merger, or transfer, the due and punctual performance and observance of all the agreements and conditions of this Lease Agreement to be kept and performed by the Board shall be expressly assumed in writing by the corporation resulting from such consolidation or surviving such merger or to which the Project shall be transferred as an entirety.

Section 3.8 Option to Terminate Lease Agreement and Purchase Project.

(a) Prior to the expiration of the Lease Term, and notwithstanding any provision herein to the contrary, the Lessee shall have the option to terminate this Lease Agreement and purchase the Project from the Board upon:

(i) written notice to the Board of the exercise of such option, to be given at least 30 days in advance of the date specified by the Lessee for conveyance of the Project;

(ii) payment of a purchase price for the Project of One Hundred Dollars (\$100.00), together with payment of any amounts due under Section 3.3(c) hereof;

(iii) if any Bonds issued by the Board are outstanding, payment or redemption in whole of all such Bonds in accordance with their terms; and

When the foregoing conditions shall have been met, the Board will promptly convey the Project to the Lessee (or, if applicable, to any nominee of the Lessee designated in writing to the Board) in accordance with Section 3.9 hereof.

(b) In the event said option shall not have been exercised prior to the end of the Lease Term, it shall be deemed exercised on and as of the last day of the Lease Term, whereupon the Board and the Lessee shall proceed to closing.

(c) The Board finds and determines that the price payable upon exercise of the option to purchase granted hereby, together with the amounts of Basic Rent to be paid to retire the long-term debt incurred to finance the Project and the other Rentals payable hereunder, constitutes fair market value for the property for purposes of State law.

Section 3.9 Conveyance on Exercise of Option to Purchase. At the closing of the purchase pursuant to the exercise of the option to purchase granted herein, the Board will upon receipt of the purchase price deliver to the Lessee or its nominee a statutory warranty deed and such other documents as may be necessary to convey to the Lessee or its nominee the Realty together with all improvements thereon, as such property then exists, subject only to the following: (a) those liens and encumbrances, if any, to which title to said property was subject when conveyed to the Board; (b) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, including without limitation the Mortgage to the extent then still in effect; and (c) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Lease Agreement. The Lessee is responsible for and shall pay all costs associated with the closing of the purchase to the exercise of the option to purchase granted herein and all costs associated with the conveyance of the Realty and all improvements thereon to the Lessee.

Section 3.10 Use of Party Walls. If the Lessee owns, acquires or leases other real property adjacent to the Realty, all walls presently standing or hereafter erected on or contiguous to the boundary line of such other property shall be party walls; and each party hereto grants the other a ten-foot easement adjacent to any such party wall for the purpose of inspection, maintenance, repair and replacement thereof and the tying-in of new construction. If the Lessee utilizes any party wall for the purpose of tying in new construction that will be utilized under common control with the Project, Lessee may also tie in the utility facilities on the Realty for the purpose of serving the new construction and may remove any non-load-bearing wall panels in the party wall; provided, however,

that if the property so owned, acquired or leased by the Lessee ceases to be operated under common control with the Project, Lessee covenants that it will install non-load-bearing wall panels similar in quality to those that have been removed and will provide separate utility services for the new construction. The foregoing provisions shall also be required to be observed by any third party in the event such third party acquires, as Lessee's designee, any portion of the Realty.

[END OF ARTICLE III]

ARTICLE IV.
PROVISIONS RESPECTING THE PROJECT

Section 4.1 The Project. The Board hereby authorizes the Lessee, in the name and on behalf of the Board, to commence the planning, design, acquisition, construction, improvement and equipping of the Project. The Lessee hereby accepts such authorization and covenants that it shall, pursuant to such authorization, complete the acquisition, construction and equipping of the Project as promptly as is practicable. Notwithstanding the foregoing, it remains the intention of the parties to this Lease Agreement that the Board purchase all building materials and supplies and Equipment to be acquired as part of the Project and that title to such building materials and supplies and Equipment will pass from the respective supplier or vendor thereof directly to the Board. The Board will enter into, or accept the assignment of, such contracts as the Lessee may request in order to effectuate the purposes of this Section but it will not execute any contract or give any order for such construction or for the purchase of materials, supplies or equipment unless and until the Lessee shall have approved the same in writing.

Section 4.2 No Warranty of Suitability by Board. The Lessee recognizes that since the plans and specifications for constructing and equipping the Project have been prepared to its order, and that since the Equipment intended to constitute part of the Project has been and is to be selected by it, the Board can make no warranty, either express or implied, or offer any assurances, that the Project or said Equipment is or will be suitable for the Lessee's purposes or needs, or that the proceeds derived from the sale of the Bonds will be sufficient to pay in full all of the Project Costs related thereto.

Section 4.3 Board to Pursue Remedies Against Contractors, Subcontractors, Suppliers and Sureties. In the event of default of any contractor, subcontractor or supplier under any contract made by it in connection with the Project, the Board at the request of the Lessee will promptly proceed (at the Lessee's sole cost and expense), either separately or in conjunction with others, to exhaust the remedies of the Board against the contractor, subcontractor or supplier so in default and against his surety, if any, for the performance of such contract. The Board will advise the Lessee of the steps it intends to take in connection with any such default. If the Lessee shall so notify the Board, the Lessee may, in its own name or in the name of the Board, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor, supplier or surety which the Lessee deems reasonably necessary, and in such event the Board will cooperate fully with the Lessee and will take all action necessary to effect the substitution of the Lessee for the Board in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing prior to the completion of the Project shall, after payment of all costs and expenses including reasonable attorney's fees incurred in connection with the foregoing, be paid into the Construction Fund.

Upon completion of the Project or at any time prior thereto upon the request of the Lessee, the Board will assign to the Lessee all warranties and guaranties of all contractors, subcontractors, suppliers, architects and engineers for the furnishing of labor, materials or equipment or for supervision or design in connection with the Project and any rights or causes of action against any of the foregoing.

Section 4.4 Completion of the Project. If moneys received from payment of Rentals hereunder by the Lessee shall be insufficient to pay fully all sums required to complete the Project, the Lessee shall be obligated to complete the acquisition, construction and equipping of the Project at its own expense. The Lessee shall pay any such deficiency either by making payments directly to the contractor or contractors or the suppliers of materials and equipment or by paying to the Board such moneys necessary to complete the Project, in which case the Board will proceed to complete the Project and the cost thereof will be paid b the Board. The Lessee shall save the Board whole and harmless from any obligation to pay any amount in excess of the moneys received from payment and/or credits in respect of Rentals hereunder or deficiency payments made to the Board as described above in this Section. The Lessee shall not by reason of the payment of such excess costs from its own funds (whether by direct payment thereof or payment into the Construction Fund) be entitled to any diminution in the payment of Rentals hereunder.

Section 4.5 Maintenance, Additions and Improvements.

(a) The Lessee will, at its own expense, (1) keep the Project in as reasonably safe condition as its operations permit, and (2) keep the Project in good order and repair, and from time to time make all needful and proper repairs, renewals and replacements thereto, including external and structural repairs, renewals and replacements. In lieu of making such repairs, renewals and replacements directly, the Lessee may, if it so desires, furnish to the Board the funds necessary therefor, in which case the Board will proceed to make such repairs, renewals and replacements.

(b) The Lessee may, also at its own expense, make any additions, modifications and improvements to the Project that it may deem desirable for its business purposes, provided that such additions, modifications and improvements do not in the opinion of Independent Counsel change the character of the Project to such an extent that it ceases to be a "project" under the Act. In lieu of making such additions, improvements or alterations directly, the Lessee may, if it so desires, furnish to the Board the funds necessary therefor, in which case the Board will proceed to make such additions, improvements or alterations.

(c) All such additions, modifications and improvements as are made by the Lessee shall become a part of the Project and shall be subject to the demise of this Lease Agreement and the lien of the Mortgage; provided, however, that any personal property used at or in connection with the Project by the Lessee which was not acquired with proceeds of a Bond and is not a replacement or renewal of Equipment constituting a part of the Project may, subject to the provisions of the Mortgage, be removed by the Lessee at any time and from time to time while it is not in default under the terms of this Lease Agreement; and provided further, that any damage to the Project occasioned by such removal shall be repaired by the Lessee at its own expense. The same provisions will apply with respect to personal property of a sublessee or other user of the Project pursuant to Section 3.5 hereof.

(d) The Lessee will not permit any mechanic's or other liens to stand against the Project for labor or material furnished in connection with the original acquisition, construction or equipping of the Project or any additions, modifications, improvements or repairs to the Project so made by it. The Lessee may, however, in good faith contest any such

mechanic's or other liens and in such event may permit any such liens to remain unsatisfied and undischarged during the period of such contest and any appeal therefrom unless by such action the Project or any part thereof shall be subject to loss or forfeiture, in which event such mechanic's or other liens shall be promptly satisfied or bonded for.

(e) The Lessee may, also at its own expense, connect or "tie-in" walls and utility and other facilities located on the Realty to other facilities on real property adjacent to the Realty or partly on such adjacent real property and partly on the Realty, but only if the Lessee certifies to the Board and the mortgagee under the Mortgage that such connection and "tie-in" of walls and facilities will not unreasonably interfere with the operation of the Project.

(f) The Board will, upon request of the Lessee, grant such utility, right-of-way and other similar easements over, across or under the Realty as shall be necessary or convenient for the furnishing of utility, transportation and other similar services to real property adjacent to or near the Realty, provided that such easements shall not adversely affect the operations of any facilities forming a part of the Project.

Section 4.6 Taxes, Other Governmental Charges and Utility Charges.

(a) The Lessee will pay, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any machinery, equipment or other property installed or brought by the Lessee onto the Realty (including, without limiting the generality of the foregoing, (i) any taxes levied on or with respect to the income or profits of the Board from the Project which, if not paid, will become a lien on the Project or a charge on the revenues and receipts from the Project prior to or on a parity with the lien of the Mortgage thereon and (ii) any ad valorem taxes levied or assessed upon Lessee's interest in the Project), and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term.

(b) The Lessee agrees to pay all gas, electric, light and power, water, sewer and all other charges for the operation, maintenance, use and upkeep of the Project.

(c) The Lessee may, subject to the provisions of the Mortgage, at its own expense and in its own name and behalf or in the name and behalf of the Board, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, unless by such action the title of the Board to any part of the Project shall be materially endangered or the Project or any part thereof shall become subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid forthwith by the Lessee. The Board will cooperate fully with the Lessee in any such contest.



Section 4.7 Insurance.

(a) The Lessee will cause the Project to be insured and at all times keep the Project insured against loss and/or damage to the Project by fire and other perils (including vandalism and malicious mischief) customarily covered by the extended coverage clause of fire insurance policies in an amount equal to the full replacement cost of the Project. The Lessee will pay all premiums on such insurance. All such policies shall be for the benefit of the Lessee and the mortgagees under the Mortgages, as their respective interests may appear. Any such insurance policy or policies may, at the Lessee's option, contain a deductible clause in a commercially reasonable amount. All such insurance policies shall be taken out and maintained with generally recognized, responsible insurance companies, each of which shall be qualified and authorized to assume the respective risks undertaken.

(b) The Lessee shall also take out and at all times maintain and pay the premium on policies of general liability insurance with generally recognized, responsible insurance companies, each of which shall be qualified to assume the risks undertaken, for the benefit of the Board and the Lessee, as their interests may appear. Such general public liability insurance shall insure against liability for injuries to persons and property or death or accidental injuries arising out of the occupancy, use or operation of the Project, in the minimum amount of \$2,000,000 combined single limit coverage, and also in such amount with respect to any vehicle used in connection with the Project.

All such insurance shall be provided during the entire Lease Term. Notwithstanding the foregoing, during the construction phase of the Project such insurance as may be applicable to the Project may be provided by way of builders' risk insurance which shall be for the benefit of the parties specified above, as their respective interests may appear. Each policy shall provide that the policy may not be cancelled or expire without 30 days' prior written notice of such cancellation or expiration by the insurer to the Lessee and, as applicable, to the Board and the mortgagee under the Mortgage. Such insurance may also be provided under a blanket insurance policy or policies.

Section 4.8 Advances by Board. In the event that the Lessee fails to take out or maintain the full insurance coverage required by this Lease Agreement, fails to pay the taxes and other charges required to be paid by the Lessee at the times they are required to be paid, or fails to keep the Project in as reasonably safe condition as its operating conditions permit and in good order and repair, the Board, after first notifying the Lessee of any such failure on its part, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same, pay such taxes or other charges, or make such repairs, renewals and replacements as may be necessary to maintain the Project in as reasonably safe condition as the Lessee's operations permit and in good order and repair, respectively; and all amounts so advanced therefor by the Board shall become an additional obligation of the Lessee to the Board, which amounts, together with interest thereon at the Interest Rate for Advances, the Lessee agrees to pay. Any remedy herein vested in the Board for the collection of the Rentals shall also be available to the Board for the collection of all such amounts so advanced.

Section 4.9 Damage or Destruction. If prior to full payment of the Bonds the Project is destroyed (in whole or in part) or is damaged by fire or other casualty, the Lessee shall be obligated to continue to pay Rentals, to perform its other obligations and covenants hereunder and to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not, in the opinion of Independent Counsel, change the character of the Project to such an extent that it ceases to be a "project" under the Act.

The Lessee may apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from claims for such losses. In the event said Net Proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Lessee will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said proceeds. The Lessee shall not, by reason of the payment of such excess costs, be entitled to any reimbursement from the Board or any abatement or diminution of the Rentals payable hereunder. Any balance of insurance proceeds remaining after payment of all the costs of such repair, rebuilding or restoration shall be paid to the Lessee.

The Board shall cooperate fully with the Lessee in the handling of any prospective or pending insurance claim with respect to the Project or any part thereof. In no event will the Board voluntarily settle, or consent to the settlement of, any prospective or pending insurance claim with respect to the Project or any part thereof without the written consent of the Lessee, in its sole discretion.

Section 4.10 Condemnation. In the event that title to, or the temporary use of, the Project or any part thereof or interest therein shall be taken under the exercise of the power of eminent domain by any Governmental Authority or by any Person acting under governmental authorization, the Lessee shall be obligated to continue to pay Rentals and to perform its other obligations and covenants hereunder. If the Lessee so elects, the Board and the Lessee will cause the Net Proceeds received by them or by the mortgagee under the Mortgage from any award made in such eminent domain proceedings to be applied, as shall be directed in writing by the Lessee within 120 days from entry of a final order in such eminent domain proceedings, to:

(a) the restoration of the remaining improvements located on the Realty to substantially the same condition as existed prior to the exercise of the power of eminent domain, and/or

(b) the acquisition, by construction or otherwise, of other lands or improvements suitable for the Lessee's operations at the Project (which land or improvements shall be deemed a part of the Project and available for use and occupancy by the Lessee without the payment of any rent other than herein provided for, to the same extent as if such land or other improvements were specifically described herein and demised hereby).

In the event that the Lessee elects either of the foregoing options and the Net Proceeds are not sufficient to pay in full the costs of such restoration or acquisition, the Lessee will nonetheless pay that portion of the costs thereof in excess of the amount of the proceeds. The Lessee shall not,

by reason of the payment of such excess costs, be entitled to any reimbursement from the Board or any abatement or diminution of the Rentals payable hereunder.

Any balance of Net Proceeds of an award in such eminent domain proceedings remaining after the application thereof as hereinabove provided shall be paid to the Lessee.

The Board shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit the Lessee to litigate in any such proceeding in the name and behalf of the Board, through counsel of Lessee's own choice; provided, however, if the Board is legally required to participate through its own counsel in any such defense, the Lessee shall be responsible for the reasonable fees and charges of such counsel. In no event will the Board voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of the Lessee, in its sole discretion.

Section 4.11 Removal and Disposition of Equipment. Subject to the provisions of the Mortgage, the Lessee may, if no Event of Default shall have occurred and be continuing, remove or sever any item of the Equipment from the Project and use such item in its other operations or sell or otherwise dispose of such item in any way the Lessee may see fit, free of the demise of this Lease Agreement and without the Lessee having any responsibility or accountability to the Board therefor.

[END OF ARTICLE IV]

ARTICLE V.
ADDITIONAL AGREEMENTS AND COVENANTS

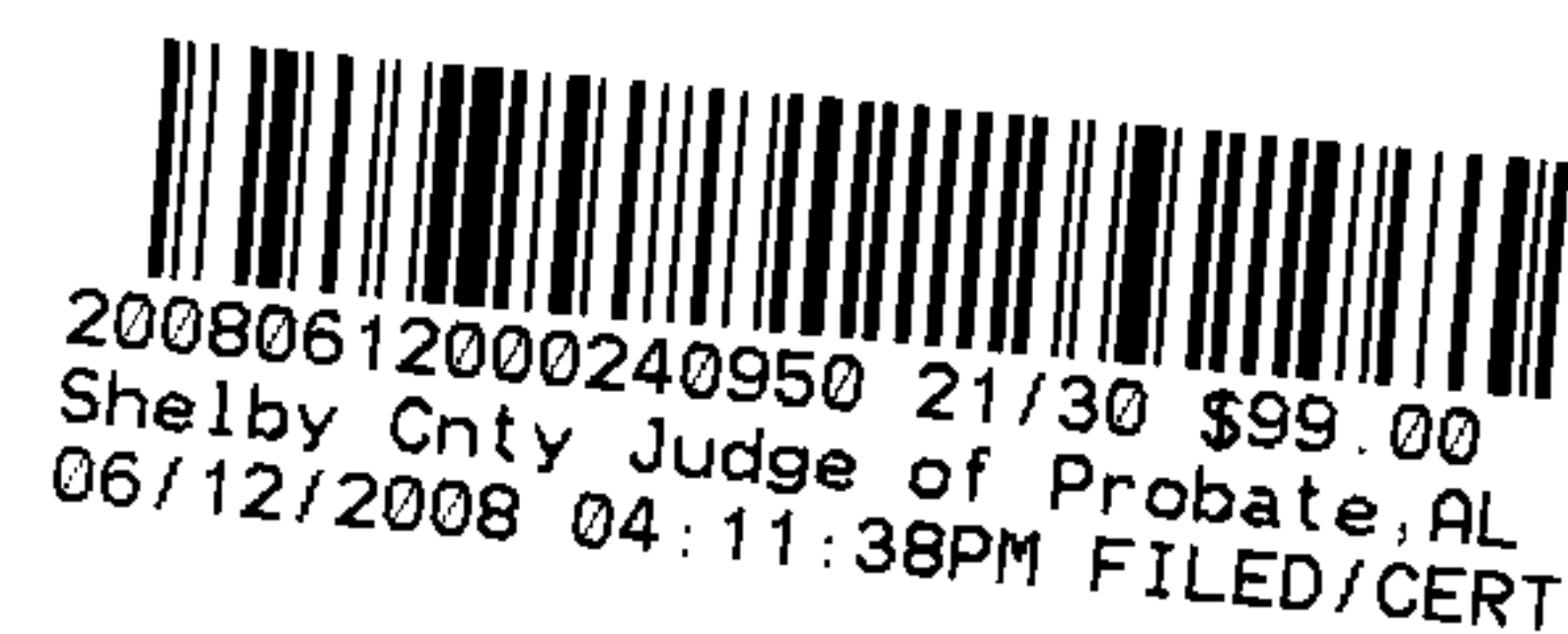
Section 5.1 General Covenants. The Lessee will not do or permit anything to be done on or about the Project that will adversely affect, impair or contravene any policies of insurance that may be carried on the Project or any part thereof against loss or damage by fire, casualty or otherwise. The Lessee will, in the use of the Project and the public ways abutting the same, comply with all lawful requirements of all governmental bodies having jurisdiction over the Lessee or the Project; provided, however, the Lessee may, at its own expense in good faith contest the validity or applicability of any such requirement.

Section 5.2 Inspection of Project. The Lessee will permit the Board and its duly authorized agents at reasonable times during normal business hours and on reasonable advance notice to enter upon, examine and inspect the Project and, provided the same shall not unduly infringe on professional or trade secrets, privileges or processes of the Lessee, to have access to, inspect, examine and make copies of the books and records, accounts and data of the Lessee pertaining to the Project.

Section 5.3 Indemnification. The Lessee releases the Board from, agrees that the Board shall not be liable for, and indemnifies the Board against, all liabilities, claims, costs and expenses (including reasonable attorneys' fees) sustained or incurred in the absence of negligence or willful misconduct on the part of the Board and arising out of or in connection with: (a) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the maintenance, operation and use of the Project; (b) any breach or default on the part of the Lessee in the performance of any covenant or agreement of the Lessee under the Lease Agreement, or arising from any act or failure to act by the Lessee or any of its agents, contractors, servants, employees or licensees; and (c) any claim, action or proceeding brought with respect to the matters set forth in (a) or (b) above.


The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers and servants, agents and employees of the Board. That indemnification is intended to and shall be enforceable by the Board to the full extent permitted by law.

In case any action or proceeding is brought against the Board in respect of which indemnity may be sought hereunder, the party seeking indemnity shall promptly give notice of that action or proceeding to the Lessee, and thereafter shall forward to the Lessee a copy of every summons, complaint, pleading, motion or other process received with respect to such action or proceeding. The Lessee upon receipt of that notice shall have the obligation and the right to assume at its expense the defense of the action or proceeding; provided that failure or untimeliness of a party to give that notice shall not relieve the Lessee from any of its obligations under this Section unless that failure or untimeliness precludes or materially prejudices any defense of the action or proceeding by the Lessee. At its own expense, an indemnified party may employ separate counsel and participate in the defense. No indemnified party shall take any actions, including an admission of liability, which would bar the Lessee from enforcing any applicable coverage under policies of insurance held by the Lessee or would prejudice any defense of Lessee in any appropriate legal proceedings pertaining to



any such matter or otherwise prevent Lessee from defending itself with respect to any such matter. The Lessee shall not be liable for any settlement without its consent, unless it shall have failed after due notice to participate in such proceedings.

[END OF ARTICLE V]


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ARTICLE VI.
EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. Each of the following shall be an Event of Default under this Lease Agreement:

(a) Failure by the Lessee to make when due any payment of Rentals that has become due and payable by the terms of this Lease Agreement whether as scheduled, by acceleration or otherwise and continuation of the same for a period of five days after written notice thereof from the Board or the holder of the Bond to the Lessee.

(b) Failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder and continuation of such failure for a period of 30 days after written notice, specifying such failure and requesting that it be remedied to the extent that the same is susceptible to being remedied, shall have been given to the Lessee by the Board or the Lender unless the Board and said mortgagee shall agree in writing to an extension of such time prior to its expiration.

(c) Any representation or warranty made by the Lessee herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Lease Agreement shall at any time prove to have been false or misleading in any material respect when made or given.

(d) The filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the Lessee, as debtor, under any applicable bankruptcy, reorganization, insolvency or other similar law now or hereafter in effect; provided, however, that if any such petition or proceeding is filed, such filing shall not constitute an Event of Default hereunder unless such petition shall remain undismissed for a period of 120 days after filing; provided further, however, that the occurrence of an Event of Default under this subsection and the exercise of remedies upon any such occurrence shall be subject to any applicable limitations of federal or state law affecting or precluding such occurrence or exercise during the pendency of or immediately following any liquidation or reorganization proceedings.

(e) The occurrence of any Event of Default under and as defined in the Loan Agreement.

Section 6.2 Remedies on Default. Whenever an Event of Default shall have occurred under Section 6.1 and is continuing, the Board, or the holder of the Bond, as assignee of the Board, may:

(a) Declare all installments of Basic Rent allocable to the Bonds and payable under this Lease Agreement for the remainder of the Lease Term to be immediately due and payable;

(b) To the extent not in conflict with, and subject to the Mortgage and mortgagees' rights thereunder, re-enter and take possession of the Project, without terminating this Lease Agreement, exclude the Lessee from possession thereof and sublease the Project or any part thereof, for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts payable by such sublessee in such subleasing and the Rentals and other amounts payable by the Lessee hereunder;

(c) Terminate this Lease Agreement, exclude the Lessee from possession of the Project and lease the same for the account of the Board, holding the Lessee liable for all Rentals due up to the date such lease is made for the account of the Board;

(d) Take whatever action at law or in equity may appear necessary or desirable to collect the Rentals then due, whether by declaration or otherwise, or to enforce any obligation, covenant or agreement of the Lessee under this Lease Agreement or by law.

The Board or its assignee may waive any Event of Default hereunder.

Section 6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Board is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this Lease Agreement and the Board should employ attorneys or incur other expenses for the collection of Rentals or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee will on demand therefor pay to the Board the reasonable fees of such attorneys and such other expenses so incurred; and such amounts shall bear interest at the Interest Rate for Advances from the date of demand to the date of payment.

Section 6.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

[END OF ARTICLE VI]

ARTICLE VII.
MISCELLANEOUS

Section 7.1 Intentionally Omitted.

Section 7.2 Board's Liabilities Limited.

(a) The covenants and agreements contained in this Lease Agreement shall never constitute or give rise to a personal or pecuniary liability or charge against the general credit of the Board, and in the event of a breach of any such covenant or agreement, no personal or pecuniary liability or charge payable directly or indirectly from the general assets or revenues of the Board shall arise therefrom. Nothing contained in this Section, however, shall relieve the Board from the observance and performance of the covenants and agreements on its part contained herein.

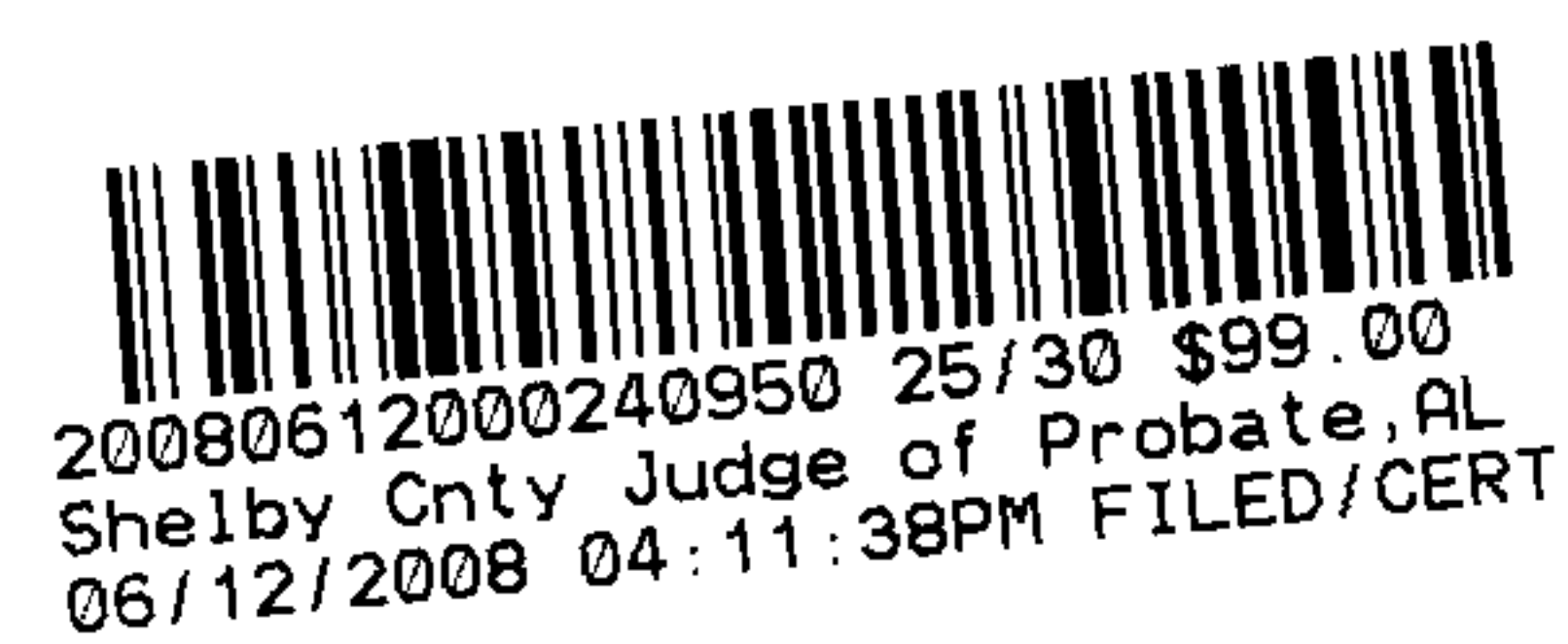
(b) Other than for willful wanton or intentional misconduct, no recourse under or upon any covenant or agreement of this Lease Agreement shall be had against any past, present or future incorporator, officer or member of the Board of Directors of the Board, or any of its servants, agents or employees, or of any successor corporation, either directly or through the Board, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this Lease Agreement is solely a corporate obligation of the Board, and that no personal liability whatever shall attach to, or is or shall be incurred by, any incorporator, officer or member of the Board of Directors of the Board or any of its servants, agents or employees, or any successor corporation, or any of them, under or by reason of the covenants or agreements contained in this Lease Agreement.

Section 7.3 Execution Counterparts. This Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.4 Binding Effect; Assignability. This Lease Agreement shall inure to the benefit of, and shall be binding upon, the Board, the Lessee and their respective successors and assigns; provided, however, that the Lessee may not assign this Lease Agreement in whole or in part to any party except the holder of the Bond or the mortgagees under the Mortgage without the prior written consent of the Board, which shall not be unreasonably withheld or delayed and the prior written consent of the holder of the Bond.

Section 7.5 Amendments. So long as the Bond is outstanding, this Lease Agreement may be amended only by a written instrument between the Board and the Lessee with the written consent of the holder of the Bond.

Section 7.6 Governing Law. This Lease Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.



Section 7.7 References to Mortgagees. Provisions of this Lease Agreement pertaining to required notices to or consents from the mortgages and like provisions shall be understood to apply, as to each mortgagee, only so long as the Bond is outstanding and shall not have been paid in full.

[END OF ARTICLE VII]

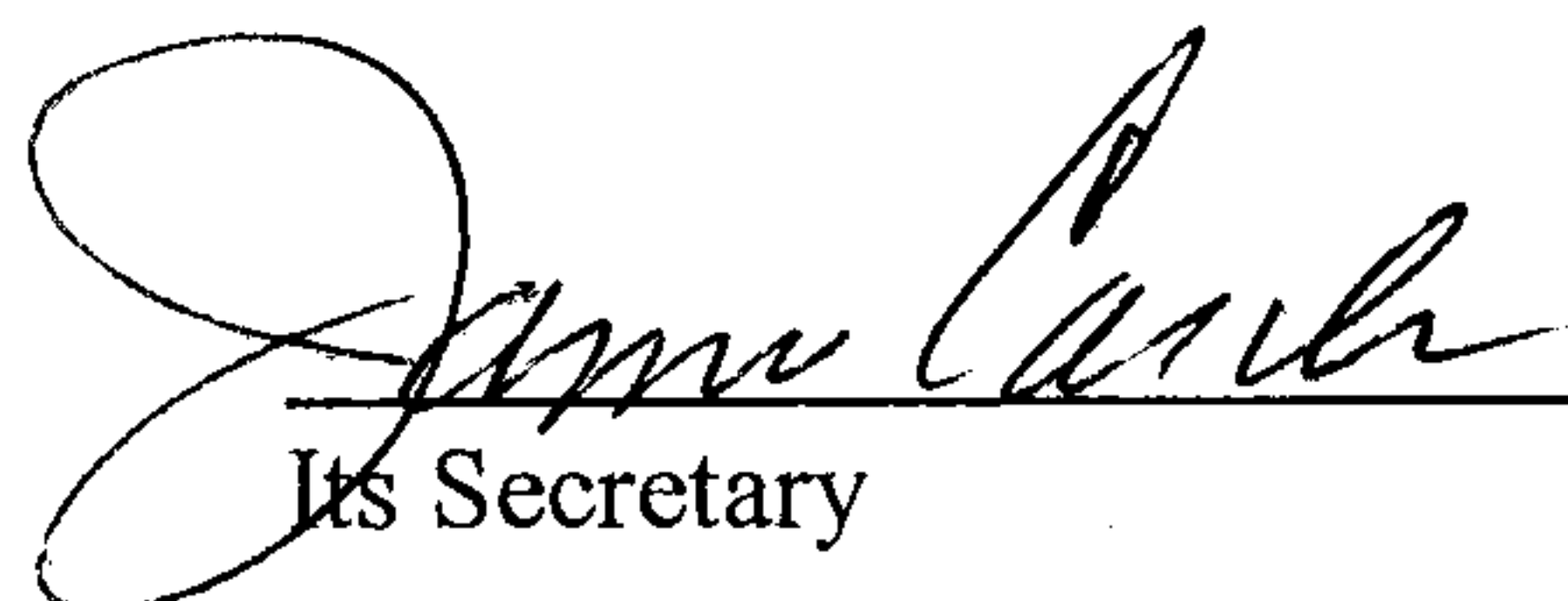
IN WITNESS WHEREOF, the Board and the Lessee have caused this Lease Agreement to be executed, sealed and attested, as applicable, in their respective names, all by their respective duly authorized officers, as of the date first hereinabove stated.

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF CALERA**

(SEAL)


By: 
Chairman of the Board of Directors

ATTEST:


Its Secretary

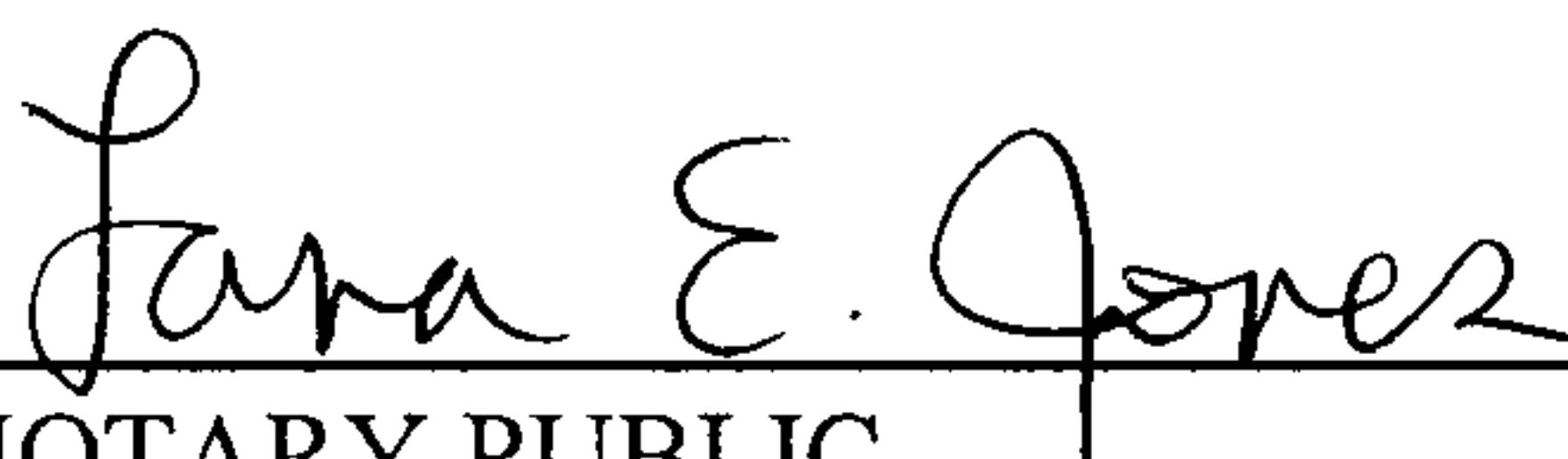
ACKNOWLEDGMENT OF BOARD

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)


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I, the undersigned Notary Public in and for said County in said State, hereby certify that William M. Schroeder, Sr., whose signature as the Chairman of the Board of Directors of The Industrial Development Board of the City of Calera is signed to the foregoing instrument and who is known to me and known to be such officer, 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 Board.

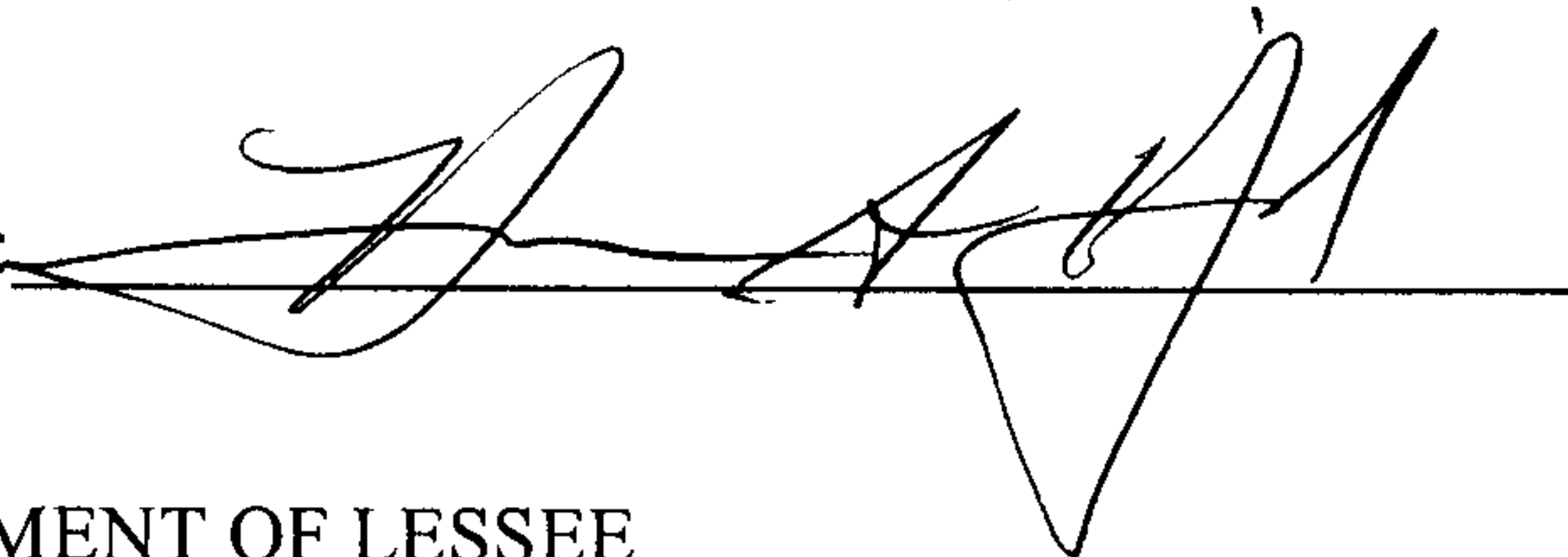
Given under my hand and seal of office this 4 day of June, 2008.


NOTARY PUBLIC
My Commission Expires: _____

My Commission Expires May 7, 2010

(SEAL)

SOUTHERN RAIL SERVICES, INC.

By: 

ACKNOWLEDGMENT OF LESSEE

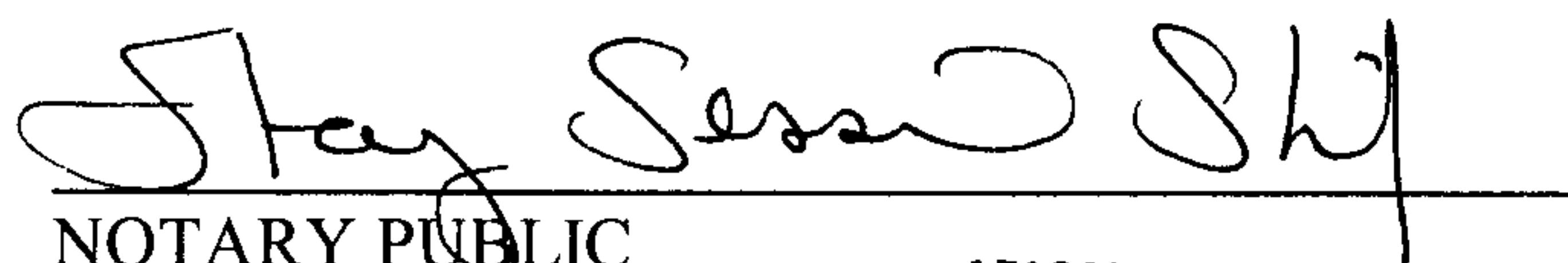
STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Andrew A. O'Neil whose signature as President of Southern Rail Services, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me and known to be such officer, 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 of office this 23rd day of May, 2008.

(SEAL)


NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES MAY 23, 2011

ASSIGNMENT BY LESSOR


This Lease Agreement and all rights and interests hereunder are hereby collaterally assigned by the Industrial Development Board of the City of Calera to Compass Mortgage Corporation as security for such Assignor's Liabilities under and as defined in the Loan Agreement, the Bond, the Mortgage, and all related documents.

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF CALERA**

By: _____
Its. _____

THIS INSTRUMENT PREPARED BY:

S. Reagan Rumsey
Kaufman Gilpin McKenzie Thomas Weiss, PC
2660 EastChase Lane, Suite 300
Montgomery, Alabama 36117
Tel: (334) 409-2236


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ASSIGNMENT BY LESSOR

This Lease Agreement and all rights and interests hereunder are hereby collaterally assigned by the Industrial Development Board of the City of Calera to Compass Mortgage Corporation as security for such Assignor's Liabilities under and as defined in the Loan Agreement, the Bond, the Mortgage, and all related documents.

**THE INDUSTRIAL DEVELOPMENT
BOARD OF THE CITY OF CALERA**

By: 
Its: Chairman of the Board of Directors

THIS INSTRUMENT PREPARED BY:

S. Reagan Rumsey
Kaufman Gilpin McKenzie Thomas Weiss, PC
2660 EastChase Lane, Suite 300
Montgomery, Alabama 36117
Tel: (334) 409-2236




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EXHIBIT A
DESCRIPTION OF PROPERTY

A parcel of land situated in part of Section 20 and 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of Section 21, Township 22 South, Range 2 West, and run in a Northerly direction along the West line of said Section a distance of 755.27 feet to the Northwestern right-of-way line of the Southern Railroad, being the point of beginning; thence 69 degrees 09 minutes right in a Northeasterly direction along said right-of-way, a distance of 292.32 feet; thence 00 degrees 01 minutes right in a Northeasterly direction a distance of 2,064 feet; thence 86 degrees 46 minutes left in a Northwestern direction a distance of 175.28 feet to the Southerly right-of-way line of Woodbine Avenue; thence 93 degrees 14 minutes left in a Southwesterly direction along said right-of-way line a distance of 185.00 feet; thence 114 degrees 40 minutes right in a Northerly direction a distance of 454.68 feet; thence 90 degrees 00 minutes left in a Westerly direction a distance of 643.51 feet; thence 19 degrees 45 minutes 20 seconds right in a Northwestern direction a distance of 54.95 feet; thence 70 degrees 14 minutes 40 seconds right in a Northerly direction a distance of 440.00 feet; thence 45 degrees 00 minutes left in a Northwestern direction a distance of 200.00 feet; thence 45 degrees 00 minutes left in a Westerly direction a distance of 493.74 feet; thence 45 degrees left in a Southwesterly direction a distance of 329.67 feet to the Easterly right-of-way line of 18th Street; thence 45 degrees left in a Southerly direction along said right-of-way line a distance of 484.27 feet; thence 90 degrees right in a Westerly direction a distance of 260.00 feet; thence 90 degrees right in a Northerly direction a distance of 51.53 feet; thence 90 degrees left in a Westerly direction a distance of 435.34 feet; thence 90 degrees 08 minutes left in a Southerly direction a distance of 556.79 feet; thence 90 degrees 08 minutes right in a Westerly direction a distance of 450.94 feet; thence 90 degrees left in a Southerly direction a distance of 304.00 feet; thence 90 degrees right in a Westerly direction a distance of 310.87 feet; thence 108 degrees 08 minutes 50 seconds left in a Southeasterly direction a distance of 293.40 feet; thence 03 degrees 21 minutes 20 seconds right in a Southeasterly direction a distance of 203.00 feet; thence 07 degrees 16 minutes 30 seconds left in a Southeasterly direction a distance 210.18 feet; thence 02 degrees 18 minutes 40 seconds left in a Southeasterly direction a distance of 95.74 feet; thence 90 degrees 19 minutes 20 seconds left in a Northeasterly direction a distance of 357.29 feet; thence 90 degrees 01 minutes right in a Southeasterly direction a distance of 210.01 feet to said Northwestern right-of-way line of the Southern Railroad; thence 90 degrees left in a Northeasterly direction along said right-of-way line a distance of 480.14 feet to the point of beginning; being situated in Shelby County, Alabama.

All being situated in Shelby County, Alabama.


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Shelby Cnty Judge of Probate, AL
06/12/2008 04:11:38PM FILED/CERT