

This instrument was prepared by:

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20080904000353870 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
09/04/2008 03:20:33PM FILED/CERT

STATE OF ALABAMA)

COUNTY OF SHELBY)

**NOTICE OF TERMINATION OF LEASE AND
RIGHT OF FIRST REFUSAL**

THIS NOTICE OF TERMINATION OF LEASE AND RIGHT OF FIRST REFUSAL (this "Termination") is entered into as of the 3rd day of September 2008, by and between **WOOD PROPERTIES, LLC**, an Alabama limited liability company, as assignee of John B. Wood, Jr. ("Lessor") and **ALABAMA WIRE, INC.**, an Alabama corporation, formerly known as AWI Acquisition Corp. ("Lessee").

Recitals

Lessor and Lessee are parties to that certain Lease Agreement dated March 31, 2006 (the "Lease") for certain real property located at 3000 County Highway 11, Pelham, Shelby County, Alabama 35124, together with two (2) buildings containing approximately 52,500 square feet of usable office/warehouse/industrial space (the "Leased Premises"). For ten dollars (\$10.00) and other good and valuable consideration, the parties have agreed to terminate the Lease and execute this Termination as of the date first set forth above.

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Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged by each of them, Lessor and Lessee hereby agree as follows:

1. Termination of Lease. Lessor and Lessee hereby terminate the Lease as of the date first set forth above (the "Termination Date"), and all rights, obligations, conditions, restrictions, covenants and agreements set forth therein, including, without limitation, any right of first refusal or purchase option affecting the Leased Premises, are hereby released, quitclaimed and forever discharged, effective as of the Termination Date. Lessor and Lessee

further represent and warrant that there are no other leases or other agreements between them regarding the use of the Leased Premises.

2. Representation of Parties. Lessor and Lessee each represent that it has made no assignment, sublease, transfer, conveyance or other disposition of the Lease, or its interest in the Lease, or any claim, demand, obligation, liability, action or cause of action arising from the Lease.

3. Successors. This Termination shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Counterparts. This Termination may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

5. Entire Agreement. This Termination constitutes the full, complete and entire agreement between the parties, and supersedes all prior understandings, agreements or arrangements between the parties, with respect to the subject matter hereof.

6. Governing Law. This Termination shall be governed, construed, and enforced in accordance with the laws of the State of Alabama.

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IN WITNESS WHEREOF, Lessor and Lessee have each caused this Termination to be executed as of the date first set forth above.

LESSOR:

WOOD PROPERTIES, LLC,
an Alabama limited liability company

By: *John B. Wood, Jr.*
Name: John B. Wood, Jr.
Its: Member and Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that John B. Wood, Jr., whose name as Member and Manager of Wood Properties, LLC, an Alabama limited liability company, 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 Member and Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 3rd day of September, 2008.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: 10/17/11

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LESSEE:

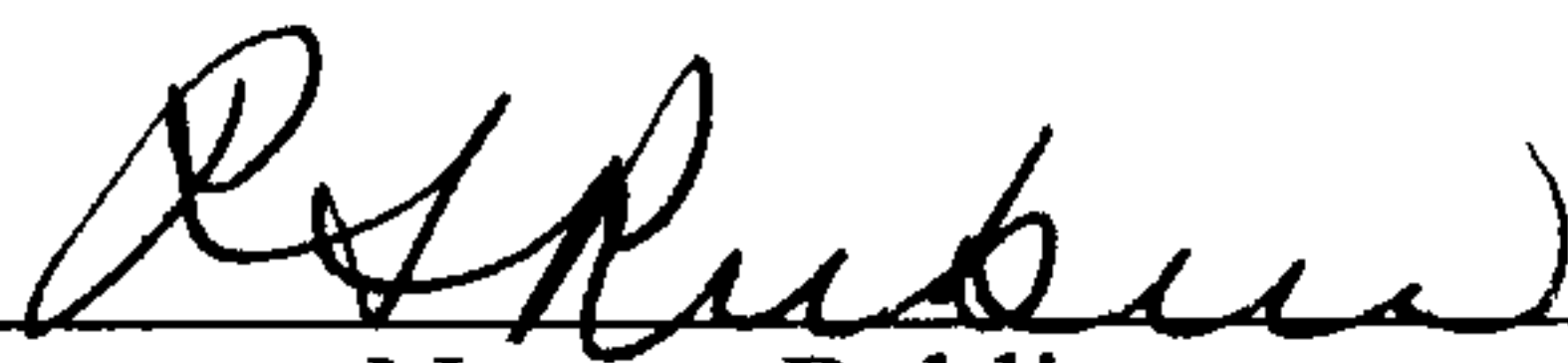
ALABAMA WIRE, INC.,
an Alabama corporation

By: 
Name: Stephen A. Smith
Its: President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Stephen A. Smith, whose name as President of Alabama Wire, Inc., an Alabama 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 the 3rd day of September, 2008.


Notary Public

AFFIX SEAL

My commission expires: 10/17/11