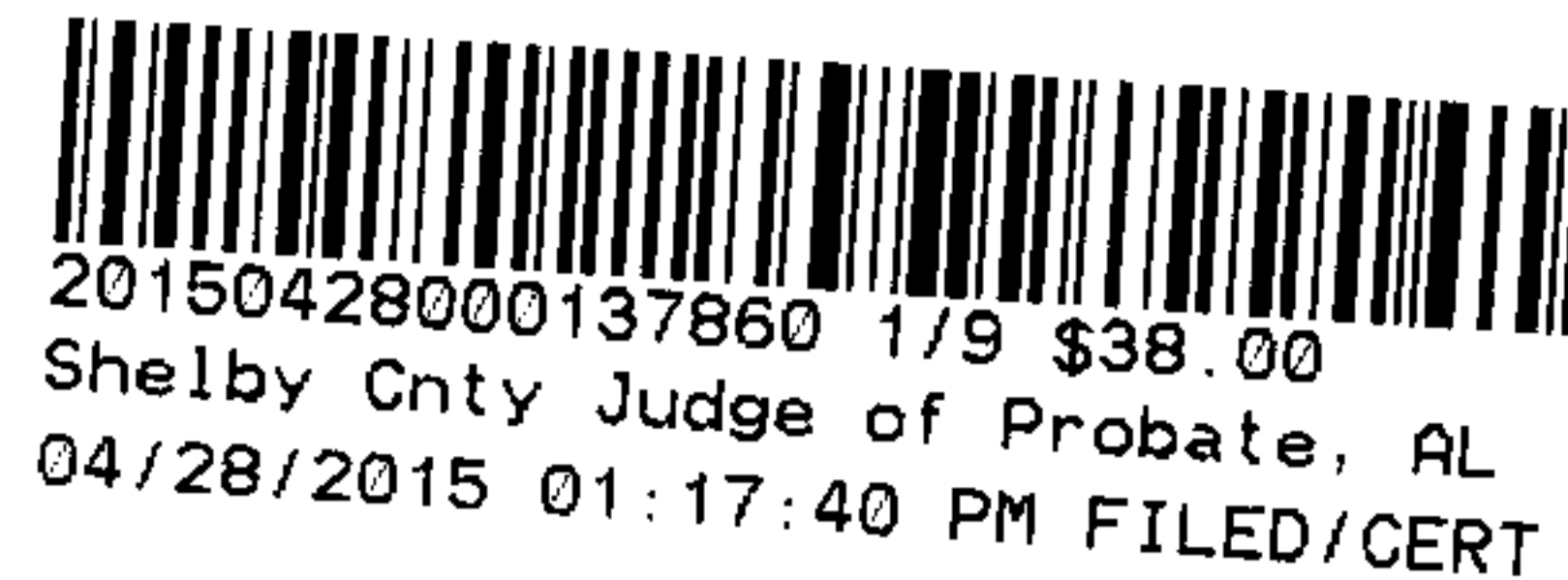


This instrument prepared by:

Ray D. Gibbons, Esq.
Gibbons Graham LLC
100 Corporate Parkway
Suite 125
Birmingham, Alabama 35242



AMENDED, RESTATED AND CONSOLIDATED
ASSIGNMENT OF RENTS AND LEASES

THIS AMENDED, RESTATED AND CONSOLIDATED ASSIGNMENT OF RENTS AND LEASES AMENDS, RESTATES AND CONSOLIDATES THE PRIOR ASSIGNMENTS OF RENTS AND LEASES (AS HEREINAFTER DEFINED).

THIS AMENDED, RESTATED AND CONSOLIDATED ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made and entered into as of March 20, 2015, among **MORRIS-SHEA BRIDGE COMPANY, INC.**, an Alabama corporation ("Bridge"), **SHEA BROTHERS, L.L.C.**, an Alabama limited liability company ("Brothers") (Bridge and Brothers sometimes hereinafter referred to collectively as the "Borrowers"), both of whose address is 609 South 20th Street, Irondale, Alabama 35210, Attention: Richard J. Shea III, and **SERVISFIRST BANK**, an Alabama banking corporation (the "Bank"), whose address is 850 Shades Creek Parkway, Suite 200, Birmingham, Alabama 35209, Attention: Mr. Nic Balanis. Any capitalized term used herein but not defined shall have the meaning ascribed to such term in the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to the Prior Loan Agreement, Bank previously extended to Borrowers the Prior Loans, which were secured by, among other things, (i) that certain Assignment of Rents and Leases dated March 30, 2007, executed and delivered by Bridge in favor of Bank, and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20070409000161980; (ii) that certain Assignment of Rents and Leases executed and delivered by Brothers in favor of Bank, and recorded in the Office of the Judge of Probate of Blount County, Alabama in Book 2007 at Page 8198; (iii) that certain Assignment of Rents and Leases dated January 5, 2007, executed and delivered by Brothers in favor of Bank, and recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Book LR200701 at Page 15670; (iv) that certain Assignment of Rents and Leases dated May 10, 2013, executed and delivered by Brothers in favor of Bank, and recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Book LR201362 at Page 9151; and (v) that certain Assignment of Rents and Leases dated as of October 31, 2014, executed and delivered by Brothers in favor of Bank, and recorded in the Office of the Judge of Probate of Jefferson County, Alabama in Book LR201418 at Page 6468 (all as amended from time to time, hereinafter referred to as the "Prior Assignments of Rents and Leases"); and

WHEREAS, the Prior Loan Agreement has been amended numerous times, and for the purpose of convenience, Borrowers and Bank have amended and restated the Prior Loan

Agreement in its entirety pursuant to that certain Amended and Restated Credit Agreement of even date herewith among Borrowers and Bank (as amended from time to time, the "Credit Agreement"), and in connection therewith, Borrowers and Bank also desire, for the purpose of convenience, to amend, restate in their entirety, and consolidate the Prior Assignments of Rents and Leases pursuant to this Assignment; and

WHEREAS, Borrowers are and remain justly indebted to Bank pursuant to the provisions of the Credit Agreement, such indebtedness being evidenced by the Notes, and payable to Bank with interest thereon as provided for in the Credit Agreement; and

WHEREAS, Borrowers desire to secure the Obligations, including, but not limited to the obligations (i) to pay the principal of and interest on the Notes in accordance with the respective terms thereof or of the other Loan Documents, including any and all extensions, modifications, and renewals thereof and substitutions therefor, and (ii) to pay, repay or reimburse Bank for all other amounts owing under any of the Loan Documents, including all Indemnified Losses and Default Costs.

FOR VALUE RECEIVED, each Borrower hereby sells, assigns, transfers and sets over unto Bank, its successors and assigns, all of such Borrower's Interest in and to all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Land and Improvements described in Schedule "A-1" attached hereto, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due (collectively, the "Rents") under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief. Notwithstanding the preceding, so long as there shall not exist any Event of Default, then each Borrower shall have the revocable license to continue to exercise all its rights and perform its obligations under the Assigned Leases, including the right to collect each payment of Rents at the time of the date provided in the applicable Assigned Lease for such payment, it being understood and agreed that if any law exists requiring Bank to take actual possession of the Land or Improvements (or some action equivalent to taking possession of the Land or Improvements (such as securing the appointment of a receiver) for Bank to "perfect" or "activate" the rights and remedies of Bank as provided in this Assignment or any other Loan Document, each Borrower waives the benefit of such law.

If an Event of Default shall have occurred, Bank shall have the rights and remedies provided for under the other Loan Documents and under applicable Law.

This Assignment shall be binding upon Borrowers, their respective successors and assigns and subsequent owners of the Land or Improvements, or any part thereof, and shall inure to the benefit of Bank and its successors and assigns and any holder of the Obligations.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered as of the day and year first above written.

BORROWERS:

MORRIS-SHEA BRIDGE COMPANY, INC.,
an Alabama corporation

By: 
Richard J. Shea, Jr., its President

SHEA BROTHERS, L.L.C.,
an Alabama limited liability company

By: 
Richard J. Shea, III, its Manager

BANK:

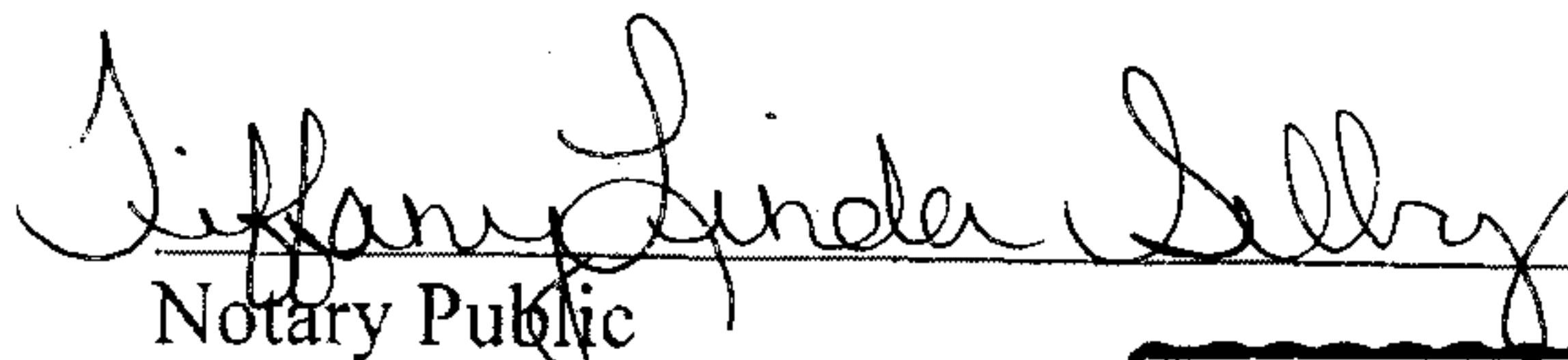
SERVISFIRST BANK,
an Alabama banking corporation

By: 
Its: 

STATE OF ALABAMA
COUNTY OF Jefferson

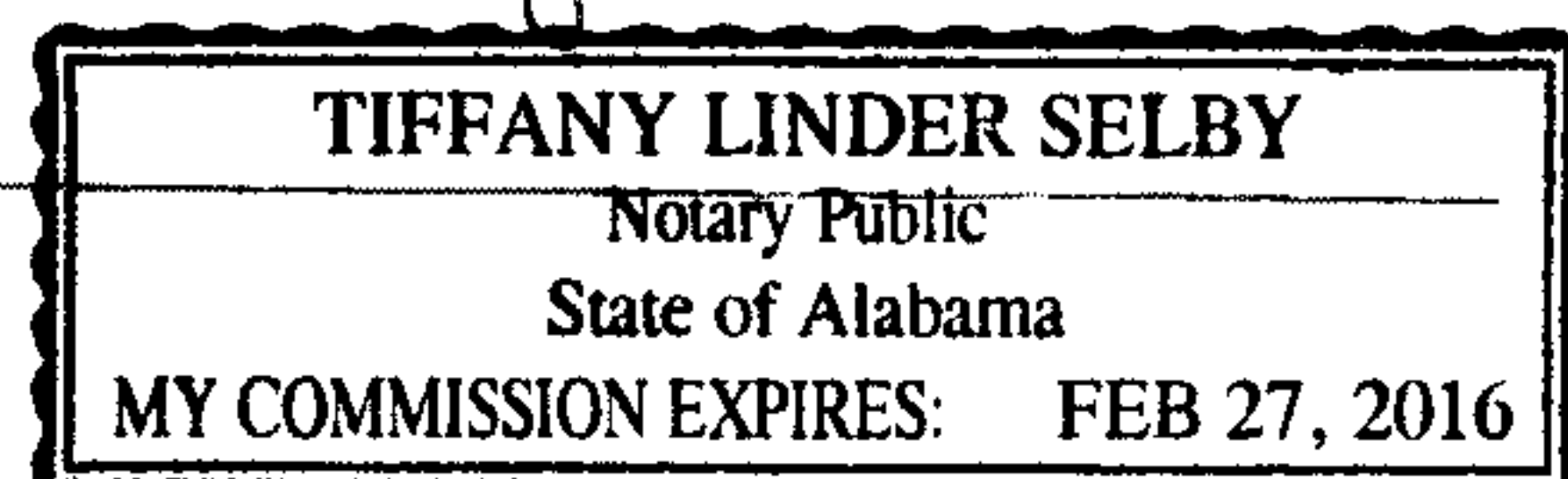
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard J. Shea, Jr., whose name as President of Morris-Shea Bridge Company, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, 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 20th day of March, 2015.



Notary Public

[SEAL]

My Commission Expires:



[Assignment of Rents]

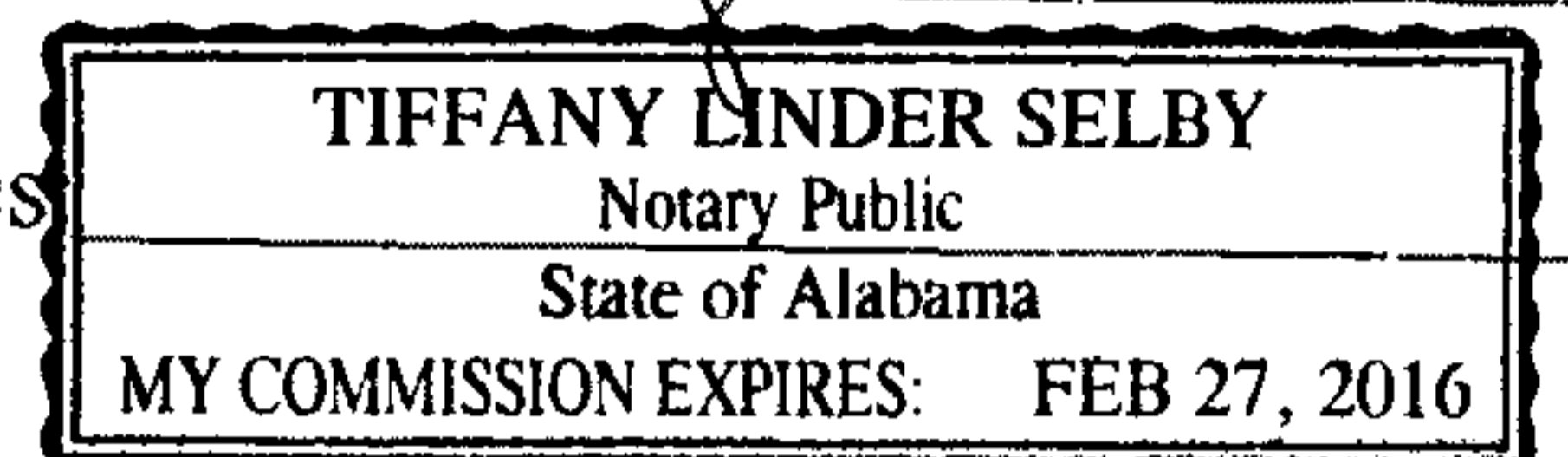

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STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Richard J. Shea, III, whose name as Manager of Shea Brothers, L.L.C., 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 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 20th day of March, 2015.

Tiffany Linder Selby [SEAL]
Notary Public
My Commission Expires



STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nic Balanis, whose name as SVP of ServisFirst Bank, an Alabama banking 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, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 20th day of March, 2015.

Angela P. [Signature] [SEAL]
Notary Public
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 28, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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SCHEDULE A-1
MORTGAGED PROPERTY

All of each Borrower's Interest in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in the Counties of Jefferson, Shelby and Blount in the State of Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by any Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Borrower;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of any Borrower of, in and to the same;

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may

hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief; and

(f) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of each Borrower of, in and to any of the foregoing.



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EXHIBIT "A"

Legal Description of Land

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PARCEL 1 (HARPERSVILLE YARD):

Parcel 1a

Tracts 10-A and 10-B of the Resurvey of Tracts 10 and 11, the Estate of Charles W. Mobley, as recorded in Map Book 10, Page 92, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted. Subject to all recorded restrictions and easements.

Parcel 1b

Tract 11, of the Resurvey of Tracts 10 and 11, The Estate of Charles W. Mobley, as recorded in Map Book 10, Page 92, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

Parcel 1c

Lot 12, of the Property of Charles W. Mobley, as shown by map recorded in Map Book 8, Page 124, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

PARCEL 2 (UNDEVELOPED BLOUNT COUNTY LAND):

Parcel 2a

Lot 1 of a Resurvey of Lots 195, 196, and 197 of Woodhaven Lakes, Second Addition as platted and recorded in Plat Book 4, Page 97, in the Office of the Judge of Probate, Blount County, Alabama.

Parcel 2b

The southwest 1/4 of the northwest 1/4, the east 1/2 of the northwest 1/4 of the northwest 1/4, the southeast 1/2 of the west 1/2 of the northwest 1/4 of the northwest 1/4 of Section 35, the southeast 1/2 of the east 1/2 of the southwest 1/4 of the southwest 1/4 of Section 26, all in Township 14 South, Range 1 West, Blount County, Alabama and being more particularly described as follows: Begin at a 1/2" rebar found at the southwest corner of the southwest 1/4 of the northwest 1/4 of said Section 35; thence North 01 degree 08 minutes 34 seconds West, 1305.14 feet along the Section line to a 1" pipe found at the northwest corner of said southwest 1/4 of the northwest 1/4; thence North 27 degrees 00 minutes 20 seconds East, 1470.55 feet to a 1-1/2" crimped pipe found; thence North 26 degrees 26 minutes 41 seconds East, 1474.28 feet to a 1" crimped pipe found at the northeast corner of said southwest 1/4 of the southwest 1/4 of said Section 26; thence South 00 degrees 34 minutes 57 seconds West, 1325.75 feet along the 1/4 mile line to a 2" pipe found at the northeast corner of the northwest 1/4 of the northwest 1/4; thence continue along said 1/4 mile line South 00 degrees 41 minutes 34 seconds East, 2635.66 feet to a 1.5" pipe found at the southwest corner of said southwest 1/4 of the northwest 1/4; thence North 88 degrees 41 minutes 34 seconds West, 866.58 feet along the 1/2 mile line to a 5/8" rebar found; thence continue along said 1/2 mile line, North 89 degrees 12 minutes 06 seconds West, 450.34 feet to the point of beginning, Blount County, Alabama.

PARCEL 3 (IRONDALE SOFTBALL):

Tract 3a

The west 215.0 feet of the following described property: A parcel of land situated in the north half of the southeast 1/4 of Section 24, Township 17 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the southwest corner of the north half of the northwest 1/4 of the southeast 1/4 of Section 24, Township 17 South, Range 2 West, Jefferson County, Alabama, and run North along the west line of said 1/4 - 1/4 section, a distance of 333.69 feet to a point on the southeasterly right of way line of the Seaboard Airline Railroad right of way; thence 54 degrees 43 minutes 52 seconds right and in a

Northeasterly direction along the southeasterly right of way line of the Seaboard Airline Railroad, for a distance of 551.80 feet; thence 37 degrees 03 minutes 03 seconds right and in a Easterly direction, a distance of 185.35 feet to the point of beginning, said point being 859.27 feet, more or less, West of the center of Shades Creek; thence 90 degrees 00 minutes 51 seconds right and in a Southerly direction, a distance of 604.22 feet to a point on the northerly right of way line of a road dedicated by instrument recorded in Deed Book 6746, Page 561; thence 90 degrees 00 minutes left and in an Easterly direction along the northerly right of way line of said road, for a distance of 285.50 feet; thence 90 degrees 02 minutes 10 seconds left in a Northerly direction, a distance of 300.00 feet; thence 90 degrees 01 minutes 23 seconds right and in an Easterly direction, a distance of 443.08 feet; thence 90 degrees 00 minutes right and in a Southerly direction, a distance of 393.76 feet; thence 133 degrees 19 minutes 30 seconds left and in a Northeasterly direction, a distance of 42.50 feet; thence 43 degrees 39 minutes right and in an Easterly direction, a distance of 15.05 feet to a point that is 25 feet Northwesterly of and at right angles to the centerline of Shades Creek; thence continue Westerly along last described course, a distance of 32.22 feet, more or less, to the center of Shades Creek; thence run Northeasterly, Northerly, and Northwesterly along the centerline of Shades Creek, as established by survey made by Sydney H. Keel dated December 14, 1987, a distance of 747.10 feet, more or less; thence run in a Westerly direction a distance of 859.27 feet, more or less, to the point of beginning.

Tract 3b

Commence at a found rebar corner of that represents southeast corner of Lot 1, Vulcan Metals Addition to Irondale, as recorded in Map Book 159, Page 67, in the Probate Office of Jefferson County, Alabama, and run North 00 deg. 00 min. 10 sec. west along Lot, for a distance of 604.15 feet to a set 1/2 inch rebar corner; thence South 89 deg. 59 min. 56 sec. East, 215.03 feet to a found rebar corner; thence run South 00 deg. 00 min. 55 sec. west, a distance of 218.04 feet to a found rebar corner and the point of beginning of the property, Parcel 2, being described; thence continue on the last-described course, a distance of 386.26 feet to a found P.K. nail corner on the northerly margin of Vulcan Road; thence run South 89 deg. 57 min. 32 sec. East along said margin of said Vulcan Road, a distance of 17.00 feet to a set P.K. nail corner; thence run North 00 deg. 00 min. 46 sec. East, a distance of 386.26 feet to a set rebar corner; thence run North 89 deg. 59 min. 05 sec. West, 16.98 feet to the point of beginning.

Tract 3c

The east 13.62 feet of Lot 1, Mangham Resurvey of Lot A, Vulcan Metals Addition to Irondale, as recorded in Map Book 163, Page 37, in the Office of the Judge of Probate of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

LESS AND EXCEPT:

Begin at the NE corner of Lot 3-A of Nichols Resurvey of Lot 1 of Mangham's Resurvey of Lot A, Vulcan Metals Addition to Irondale, as recorded in Map Book 186, Page 56, in the Office of the Judge of Probate, Jefferson County, Alabama; thence Southerly along the east line of said Lot 3-A, 90.48 feet to the intersection of said line with an existing iron fence; thence 135 degrees 50 minutes 20 seconds left, run Northeasterly along said iron fence, 41.13 feet; thence 82 degrees 1 minute 54 seconds left, run Northwesterly along said iron fence, 32.57 feet; thence 52 degrees 7 minutes 47 seconds left, run Westerly along said iron fence, 4.68 feet to the edge of a block wall; thence 90 degrees 0 minutes 3 seconds right, run Northerly along said block wall for 35.26 feet to the north line of Grantor's property; thence 90 degrees 0 minutes 54 seconds left, run Westerly along said north line of Grantors property, 3.98 feet to the Point of Beginning.

PARCEL 4 (IRONDALE OFFICE/WAREHOUSE):

Lot 2-AA, according to the Final Plat of Alabama Ornamental Resurvey, recorded in Map Book 237, Page 27, in the Office of the Judge of Probate of Jefferson County, Alabama, being a resurvey of Lots 2-A and 3-A of Nichols Resurvey recorded in Map Book 186, Page 56, in the Office of the Judge of Probate;

the Nichols Resurvey being a resurvey of Lots 2 and 3 of Mangham Resurvey recorded in map Book 163, Page 37, in the Office of the Judge of Probate, the Mangham Resurvey being a resurvey of Lot A, Vulcan Metals Addition to Irondale, as recorded in Map Book 159, Page 67, in the Office of the Judge of Probate.

PARCEL 5:

Parcel 5a

Lot B, according to the Survey of Alabama Metal Industries Subdivision, as recorded in Map Book 185, Page 99, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Parcel 5b (603 20th Street South, Irondale)

Lots 9 and 10, Block 3, according to the Survey of Centre Irondale, as recorded in Map Book 8, Page 53, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

PARCEL 6:

Part of the southeast quarter of the southwest quarter of Section 24, Township 17 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the point of intersection with the southerly line of 5th Terrace, Irondale (formerly known as North Avenue) with the east line of said quarter-quarter section and run thence Westwardly along the southerly line of said 5th Terrace, for a distance of 95 feet to the northeast corner of Lot 1, in Block 3, as shown by the Map of Centre Irondale, as recorded in Map Book 8, Page 53, in the Probate Office of Jefferson County, Alabama; thence turn an angle of 91 degrees 56 minutes to the left and run Southwardly along the east line of said Lot 1, along said line extended and along the east line of Lot 10, in Block 3, as shown by said map, for a distance of 379.90 feet to a point on the northerly line of 20th Street, Irondale; run thence Eastwardly along the northerly line of said street, a distance of 96.14 feet to a point on the east line of said quarter-quarter section; run thence Northwardly along said east line for a distance of 391.86 feet to the point of beginning.

