

LEASE

THIS INDENTURE OF LEASE made and entered into this 1st day of August, 2006, by and between AUDREY B. COMER, hereinafter referred to as "Landlord"; ASSOCIATED MASONRY PRODUCTS, INC., a Tennessee corporation, hereinafter referred to as "Tenant"; and CHRIS M. FRANCESCON, MATTHEW J. BARLETT, and CLAUDE R. MCCULLOUGH, hereinafter collectively referred to as "Guarantors";

WITNESSETH:

IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

SECTION 1. THE PREMISES

Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, the following described premises which are hereinafter referred to as the "Demised Premises":

Property being more particularly described in Deed Book 320, Page 763, Register's Office for Rutherford County, Tennessee, and Map 91B, Group A, Parcel 15.00, Property Assessor for said County.

Tenant shall initially let a portion of the Demised Premises, which is described on Exhibit A attached hereto. Tenant shall let the balance commencing not later than August 1, 2007

SECTION 2. TERM

The initial term of this Lease shall be for ten (10) year(s), commencing on August 1, 2006, and ending on July 31, 2016.

SECTION 3. RENT

The rental on the Demised Premises will be at a total of FOUR HUNDRED FORTY-SIX THOUSAND EIGHT-SIX HUNDRED DOLLARS AND EIGHT CENTS (\$446,086.08), which shall be paid in monthly installments as set forth in Exhibit B attached hereto. Provided, however, that the installment amount shall increase by the sum of ONE THOUSAND DOLLARS (\$1,000.00) per month commencing in the month in which Tenant begins occupying the entire Demised premises if earlier than August 1, 2007.

All rent shall be payable by Tenant by the 5th day of each and every calendar month during the term of this Lease, and shall be payable at such place as

Landlord directs. Payments made after the 5th day of the month in which due are subject to a late fee of five percent (5%).

SECTION 4. USE OF PREMISES

The Demised Premises may be used for any lawful purpose.

SECTION 5. COMPLIANCE WITH LAW

Landlord covenants to Tenant that the Demised Premises, in its existing state, but without regard to the use for which Tenant will use the Demised Premises, does not violate any applicable building code, regulation or ordinance at the time this Lease is executed. During the term of the Lease, it shall be Tenant's sole responsibility to ensure compliance with all local, state, and federal laws, ordinances, rules and regulations. In the event that Tenant constructs improvements on the Premises or sublets same, it shall be responsible for such compliance.

SECTION 6. TAXES AND UTILITY EXPENSES

A. (1) Landlord shall during the term of the Lease pay and discharge punctually as and when same shall become due and payable all taxes, special and general assessments and other governmental impositions and charges of every kind and nature whatsoever pertaining to the Demised Premises, extraordinary as well as ordinary (hereinafter referred to collectively as "taxes").

(2) Tenant shall pay the charges which may during the demised term be assessed or imposed or payable for the water used or consumed on the Demised Premises, whether determined by meter or otherwise, as soon as and when the charges therefor have been imposed and assessed.

(3) All other utility service requirements on the Demised Premises, including sewer, gas, electricity and telephone (hereinafter referred to collectively as "utility expenses") shall be the sole responsibility of Tenant.

B. Landlord covenants and agrees that if there shall be any refunds or rebates on account of the utility expenses paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord.

C. Nothing herein or in this Lease otherwise contained shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income or profit taxes that are or may be imposed upon Landlord, its successors or assigns.

SECTION 7. IMPROVEMENTS, REPAIRS, ADDITIONS, REPLACEMENTS

A. Upon obtaining prior written consent of Landlord, which Landlord shall not reasonably withhold, Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Demised Premises, at any time and from time to time, such buildings, parking areas, driveways, walks, gardens and other similar and dissimilar improvements as Tenant shall, from time to time, determine, provided that the same shall be in compliance with all then applicable building codes and ordinances. Provided, however, that Landlord shall approve all plans and specifications, materials, and location of the improvements, including change orders, in advance. Such improvements shall become a part of the Demised Premises immediately upon completion.

B. Except as hereinafter provided, Tenant shall, at all times during the terms of this Lease and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear excepted) all buildings and improvements at any time erected on the Demised Premises, and shall use all reasonable precaution to prevent waste, damage or injury. Tenant shall at all times keep the grounds in neat order and condition. Except as provided in this Lease, Landlord shall not be required to furnish any services or facilities, or to make any improvements, repairs or alterations in or to the Demised Premises during the term of this Lease or any renewal thereof.

C. Upon obtaining Landlord's prior written consent, which Landlord shall not unreasonably withhold, Tenant may, at its own option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Demised Premises, and the building and improvements thereon, as it may deem desirable, including the demolition of any building(s) and improvement(s) and/or structure(s) that now or hereafter may be situated or erected on the Demised Premises.

D. On the last day or sooner termination of the term of this Lease, Tenant shall quit and surrender the Demised Premises, and the buildings and permanent improvements then thereon, broom clean and in good condition and repair, ordinary wear and tear excepted. Those improvements created by Tenant during the term of this Lease shall remain with the property and shall be the sole property of Landlord.

SECTION 8. RIGHT TO ENTER

Landlord or Landlord's agents and designees shall have the right, but not the obligation, to enter upon the Demised Premises at all reasonable times to examine same and/or to exhibit the Demised Premises to prospective purchasers and prospective tenants, but, in the latter case, only during the last three (3) months of the term of this Lease.

SECTION 9. ASSIGNMENT AND SUBLETTING

Tenant may not assign, sublease in whole or in part or parts, mortgage or otherwise encumber this Lease, in whole or in part or in parts, or any sublease of all or any part of the Demised Premises, and may not permit its subtenant or subtenants to assign, sublease, in whole or in part or in parts, mortgage or otherwise encumber this Lease or any sublease of all or any part of the Demised Premises without obtaining Landlord's prior written consent therefor, which Landlord shall not unreasonably withhold. Tenant agrees to furnish to Landlord written notice of the assignment of this Lease within thirty (30) days thereafter, together with the name and address of assignee. Notwithstanding any such assignment, Tenant shall not be relieved of its obligations hereunder and shall continue its rights and obligations under this Lease or with respect to the Demised Premises. In the event of a merger of Tenant corporation or a sale of all or substantially all of the assets of Tenant by Tenant or its stockholder(s), Tenant shall have the right to assign this Lease to such surviving corporation or to such vendee. Notwithstanding the foregoing, Tenant understands and agrees that it shall sublet the parking area of the Demised Premises for parking of equipment and vehicles only.

SECTION 10. SIGNS

Tenant and Tenant's subtenants shall have the right to install, maintain, and replace in or on, over or in front of the Demised Premises or any part thereof such signs and advertising matter as Tenant may desire, and Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes. As used in this Section 10, the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether same be temporary or permanent.

SECTION 11. INDEMNITY

A. Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments, including costs and attorneys' fees, arising from injury to person or property sustained by anyone in and about the Demised Premises resulting from any act or acts, omission or omissions of Tenant, or Tenant's officers, agents, servants, employees, contractors, customers, or sublessees. Tenant shall, at its own cost and expense, defend against any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the acts set forth in Paragraph B of this Section 11.

B. Except for its affirmative acts or negligence, or the affirmative acts or negligence of its officers, agents, servants, employees or contractors, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, building or other improvements, or to any person or persons, at any time on the

Demised Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or sub-lessees.

SECTION 12. INSURANCE

A. Tenant shall maintain general liability insurance in amounts of not less than ONE MILLION DOLLARS (\$1,000,000.00). Tenant shall file a certificate of insurance with Landlord, if Landlord so requires, on thirty (30) days written notice. Landlord shall be named as an additional insured thereon.

B. Landlord shall maintain fire and extended coverage insurance on the Demised Premises and shall file a certificate of insurance with Tenant upon commencement of the term hereof. Tenant shall not be responsible for maintaining any fire and extended coverage insurance on the Demised Premises. Tenant may, at its option, provide fire and extended coverage on the personal property which Tenant moves into the Demised Premises.

C. The premium paid by Tenant on any insurance obtained by Tenant shall not be considered as additional rent under this Lease.

SECTION 13. WAIVER OF SUBROGATION

All insurance policies carried by the parties on both the Demised Premises and any personal property used or stored in or on the Demised Premises, including but not limited to fire and extended coverage on buildings and contents, shall allow the insured to waive its right of subrogation against the other party prior to a loss. Tenant and Landlord hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the Demised Premises or property placed therein caused by fire or any other casualties, even if such fire or other casualties shall have been caused by the fault or negligence of the other party or anyone for whom such parties may be responsible.

SECTION 14. DESTRUCTION

If the Demised Premises should be destroyed by fire, earthquake, act of God or the elements during the term of this Lease, or damaged to such an extent that it cannot be repaired within sixty (60) working days of said damage, this Lease shall terminate, and any prepaid or advance rental, if any, shall be refunded to Tenant or, at the option of Landlord to be exercised within fifteen (15) days after such damage or destruction, and upon receipt of written consent of Tenant within fifteen (15) days thereafter, this Lease shall remain in full force and effect, and Landlord shall, with all reasonable dispatch and speed, proceed to replace the building with a structure similar in character, controlled by the then building laws and ordinances, and the rental shall abate for such length of time during the period of replacement that Tenant is deprived of the occupation and enjoyment of the Demised Premises. If, however, the building is only partially destroyed by any of the above causes and the

damage thereto can be repaired within a sixty (60) day period, Landlord shall, with all reasonable dispatch, proceed to repair the building and place it substantially in the same condition as it was prior to the damage, and Tenant shall pay rent to Landlord for the damaged premises should they be fit for occupancy during the time of repair. If the Demised Premises are not fit for occupancy during the time of repair, then the rental shall abate during such time. In no event shall Landlord be required to make repairs in an amount that exceeds the amount of insurance proceeds received by Landlord as the result of such damage or destruction.

SECTION 15. EMINENT DOMAIN

A. Eminent domain is defined herein as the power of government to take or to authorize the taking of private property for public use without the owner's consent, conditioned upon the payment of just compensation. As used herein, the word "condemnation" and variations thereof shall be synonymous with eminent domain. Under threat of eminent domain, a voluntary transfer by Landlord to the condemning authority before or after any suit has been filed or proceeding begun against Landlord by such authority shall be considered a taking under the power of eminent domain as defined herein.

B. Total Condemnation

As used herein, "total condemnation" and terms of similar import shall refer to the taking of the entire Demised Premises under the power of eminent domain, so that the fee ownership is transferred absolutely from Landlord to the condemning authority.

In the event the whole of the Demised Premises is taken for public or quasi-public purposes by any government or power whatsoever, or by any corporation under the right of eminent domain; or should the whole of the Demised Premises be condemned by any Court, City, County, State or governmental authority or office, department or bureau of any City, County, State or of the United States, then, in any such event, this Lease shall terminate as of the date title to the Demised Premises vests in the condemning authority. For the purposes hereof, such date of vesting in the condemnor terminating this Lease shall operate as though it were tenancy created hereunder, and the rent reserved herein shall be adjusted in the light of the condemnation so that Tenant shall pay rent to Landlord only up to the date of vesting in the condemnor. Any prepaid or advance rental paid by Tenant to Landlord for that part of the term extending beyond the date on which the title vests in the condemnor shall be refunded within thirty (30) days after the date title to the Demised Premises vests in the condemning authority.

C. Partial Condemnation

As used herein, "partial condemnation" and terms of similar import shall refer to any condemnation of the Demised Premises other than a total condemnation as defined above.

If a portion of the Demised Premises should become subject to an eminent domain proceeding, Landlord may terminate the Lease by giving Tenant thirty (30) days written notice of such termination. If Landlord does not do so, Tenant shall have the option, at any time after the filing of the complaint and issuance of the summons on the proceedings, to terminate this Lease either as to the portion of the Demised Premises subject to condemnation or as to the whole thereof. Such option shall be exercised by giving Landlord written notice of termination or partial termination, specifying the reason for such termination and the part terminated, if termination is partial. If Tenant elects to continue the Lease as to the uncondemned portion of the property, future rentals will be adjusted to a pro rata basis as described below.

D. Rental Under Condemnation Proceeding

On the date of any Order of a Court of competent jurisdiction authorizing the condemnor in an eminent domain proceeding to take possession of a portion of the Demises Premises, the obligation of Tenant to pay the rentals herein specified shall cease as to the portion or portions of the Demised Premises subject to the taking. In addition, Tenant shall be entitled to a rebate of rentals paid in advance for any period after the date of such Order for the portion or portions of the Demised Premises subject to the taking. Nothing herein shall be construed to limit or affect the right of Tenant to be relieved of rental obligations or the right to a rebate of advance rental payments in the event of earlier termination of this Lease as to all or a portion of the Demised Premises as the result of condemnation proceeding or otherwise.

E. Condemnation Award

In the event of any such condemnation or taking, the entire award for the taking of or damage to the leased premises shall be paid to the Landlord, but such payment or payments shall in no way interfere with the Tenant's right to make claim for and pursue its own damages for moving expenses, loss or interruption of business, or such other claim that it may be entitled to make.

SECTION 16. MORTGAGES

During the term of this Lease, Landlord shall have the right or power to mortgage or otherwise create a security affecting the fee interest in the Demised Premises and to renew, modify, replace, extend or refinance such mortgage subject, however, to the following:

A. All rights acquired under any such mortgage shall be subject and subordinate to the rights and interest of Tenant under this Lease, the covenants, conditions and restrictions set forth herein, and the leasehold estate created hereunder.

B. The holder of such mortgage shall not, in the exercise of any of its rights arising or which may arise out of such mortgage, or any instrument modifying or amending the same or entered into in substitution or replacement thereof, disturb or deprive Tenant in or of its possessions or its right to possession or its right to possession of the Demised Premises, or of any part thereof under this Lease, or any right or privilege created for or inuring to the benefit of Tenant under this Lease, provided this Lease is then in full force and effect.

C. In the event of a default under any such mortgage, and if this Lease shall, immediately prior to such default, be in full force and effect, then, and in such event, Tenant shall not be made a party in any action or proceeding to foreclose said mortgage, nor shall Tenant be evicted or removed or its possession or right of possession be disturbed or in any manner interfered with, and this Lease shall continue in full force and effect as a direct lease from the holder of said mortgage to Tenant under the terms and provisions of this Lease.

D. Any such mortgage shall provide that the holder of same, upon serving Landlord with any notice under such mortgage, will simultaneously serve a copy of same upon Tenant.

SECTION 17. SUBLEASE

If for any reason this Lease and the leasehold estate of Tenant hereunder is terminated by Landlord by summary proceedings or otherwise in accordance with the terms of this Lease, Landlord shall be entitled, but not required, to terminate any sublease affecting the Demised Premises.

SECTION 18. PERFORMANCE BY SUBTENANT

Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any sublessee of Tenant occupying all or any part of the Demised Premises and the performance of such act shall be deemed to be performed by Tenant and shall be acceptable as Tenant's act by Landlord.

SECTION 19. QUIET ENJOYMENT

Landlord covenants that Landlord is seized of the Demised Premises in fee simple and has full right to make this Lease, and that Tenant shall have quiet and peaceful possession of the Demised Premises during the term hereof.

SECTION 20. DEFAULTS

In the event any one or more of the following events shall have occurred and shall have not been remedied as hereinafter provided:

A. Tenant's failure to pay any installment of basis or additional rent when same shall be due and payable, and continuance of such failure for a period of

thirty (30) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure, or Tenant's failure to perform any of the other covenants, conditions and agreements herein contained on Tenant's part to be kept or performed, and continuance of such failure for a period of thirty (30) days after receipt by Tenant of notice in writing from Landlord specifying in detail the nature of such failure, and provided Tenant shall not cure said failure as provided in Paragraph B of this Section 20; then Landlord may, at its option, give to Tenant a notice of election to end the term of this Lease upon a date specified in such notice, which date shall not be less than ten (10) business days after the date of receipt by Tenant of such notice from Landlord, and upon the date specified in such notice, the term and estate hereby vested in Tenant shall cease and any and all other right, title and interest of Tenant shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed, but Tenant shall continue to be liable to Landlord as hereinafter provided. Simultaneously with the sending of the notice to Tenant as hereinabove provided, Landlord shall send a copy of such notice to any sublessee(s) of the Demised Premises or portions thereof that Tenant may select, in writing, from time to time, and any additional persons or parties having an interest in the Demised Premises. The curing of any default(s) within the above time limits by any of the aforesaid parties or combination thereof shall constitute curing of any default(s) hereunder with like effect as if Tenant had cured same hereunder.

B. In the event that Landlord gives notice of a default, other than failure to pay rent, of such a nature that it cannot be cured within such thirty (30) day period, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default shall be deemed to continue if and so long as Tenant shall be so proceeding to cure the same in good faith or be delayed in or prevented from curing the same by any cause specified in 23 hereof.

C. Notwithstanding anything to the contrary contained in this Section, in the event that any default of Tenant shall be cured in any manner hereinabove provided, such default shall be deemed never to have occurred and Tenant's rights shall continue unaffected by such default(s).

D. Upon any termination of this Lease pursuant to Paragraph A of this Section or at any time thereafter, Landlord may, in addition and without prejudice to any other rights and remedies Landlord shall have at law or in equity, re-enter the Demised Premises, recover possession thereof and dispossess any or all occupants of the Demised Premises, except as provided in Section 17 hereof, in the manner prescribed by the statute relating to summary proceedings or similar statutes; but Tenant in such case shall remain liable to Landlord as hereinafter provided.

E. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings, then:

1. The rent shall become due thereupon and be paid up to the time of such re-entry, expiration and/or dispossession;

2. Landlord may relet the Demised Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions of free rent; and

3. Tenant or the legal representative(s) of Tenant shall also pay Landlord, as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants herein contained by deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. In computing such liquidated damages, there shall be added to said deficiency such reasonable expenses as Landlord may incur in connection with reletting, such as brokerage and preparation for reletting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this Lease, and any suit brought to collect the amount of deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord, at its option, may make such alterations, replacements, repairs and/or decorations in the Demised Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of reletting the premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord agrees to use its best efforts to mitigate all damages and to relet the Demised Premises in the event of any default specified herein.

4. Landlord is entitled to recover her costs, including attorneys' fees and other costs of collection and enforcement, in the event of default.

SECTION 21. VOLUNTARY TERMINATION

In the event Tenant desires to terminate this Lease, it shall give written notice via certified mail, return receipt requested, not fewer than six (6) months prior to such termination. In the event that Landlord desires to terminate this Lease due to unforeseen financial hardship, she shall give Tenant the same such notice.

SECTION 22. WAIVERS

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder.

SECTION 23. FORCE MAJEURE

In the event Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

SECTION 24. TERMINATION FOR SUBSEQUENT LEGAL PROHIBITION INTERFERING WITH TENANT'S BUSINESS

The enactment of any new statutes, laws, regulations or ordinances, or the legal interpretation same, either federal, state or local, resulting in a material interference with the peaceful or profitable occupation of the Demised Premises or any portion thereof by Tenant for the business purposes for which Tenant is using the Demised Premises, including without limitation any changes in existing zoning ordinances and/or environmental regulations, in the opinion of Tenant and without any liability to Tenant, shall entitle Tenant to wholly terminate this Lease by giving thirty (30) days notice to Landlord of the intention to do so.

SECTION 25. CONVEYANCE BY LANDLORD

Landlord shall have the absolute right at any time during the term of this Lease to convey the Demised Premises to some or all of her children, subject to the terms hereof. In the event that the Demised Premises is offered for sale to a third party, Tenant shall be so notified and given the opportunity to make an offer to purchase same; provided, however, that Landlord shall not be obligated to sell the Demises Premises to Tenant.

SECTION 26. GUARANTY

For and in consideration of this Lease between Landlord and Tenant, Guarantors hereby unconditionally, continually, and irrevocably guarantee to Landlord the punctual payment of all sums due or hereafter to become due by Tenant under the terms of this Lease, including collection costs and attorneys' fees. This guaranty is an absolute guarantee of payment and not of collection, and shall remain in force until all sums, liabilities or obligations of Tenant, its subtenants or assigns, to Landlord have been paid. Guarantors agree to be jointly and severally liable under the terms of this guaranty.

SECTION 27. NOTICES

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and sent, postage prepaid by the United States registered or certified mail, return receipt requested, directed to the other party at its address set forth below, or such other address as either party may designate by notice given from time to time in accordance with this Section 26:

Landlord: Audrey B. Comer
1311 North Tennessee Blvd.
Murfreesboro, TN 37130

Tenant: Associated Masonry Products, Inc.
485 Allied Dr.
Nashville, TN 37211

Guarantors: Chris M. Francescon
485 Allied Dr.
Nashville, TN 37211

Matthew J. Barlett
485 Allied Dr.
Nashville, TN 37211

Claude R. McCullough
485 Allied Dr.
Nashville, TN 37211

SECTION 28. GOVERNING LAWS

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Tennessee.

SECTION 29. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 30. ENTIRE AGREEMENT

No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying upon any representation or agreement other than as contained herein. This agreement shall not be modified or cancelled except by writing subscribed by all parties.

SECTION 31. PARTIES

Except as herein otherwise expressly provided, the covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

SECTION 32. ABSTRACT OF LEASE

Tenant shall execute an Abstract of this Lease in recordable form if so requested by Landlord.

SECTION 33. HOLDING OVER

If Tenant remains in possession of the Demised Premises or any part thereof after the expiration of the term hereof without the express written consent of Landlord, such occupancy shall be tenancy from month-to-month at a rental in the amount of the last monthly rental, plus any other charges payable by Tenant hereunder, and upon all terms and conditions hereof applicable to a month-to-month tenancy.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Connie Hagberg
WITNESS (Attest)

Bill J. Cail
WITNESS (Attest)

R. C. Bunk
WITNESS (Attest)

R. C. Bunk
WITNESS (Attest)

Candace B. Comer
LANDLORD

Associated Masonry Products, Inc.
TENANT By: CM Franese

CM Franese
GUARANTOR

Matthew Batt
GUARANTOR

R.C. Brunk

WITNESS (Attest)

X [Signature]

GUARANTOR

The Internal Revenue Service requires that payments made during a calendar year be reported on Federal Form 1099. In order to comply with the regulations for filing, it is necessary that Landlord furnish Tenant with its individual Social Security Number or, in the case of partnerships, joint ventures, trusts or estate) its Employer Identification Number. Non-compliance with Federal requirements regarding taxpayer identification numbers will result in penalties being assessed by the IRS to payee and/or payor.

Please insert the appropriate number and name on the lines below:

Audrey B. Comer

NAME

413-32-0913

TAX NUMBER

<u>Lease Year</u>	<u>Date</u>	<u>Monthly Payment</u>	<u>Total Due</u>
1	08/01/06 to 07/31/07	\$2,000.00	\$24,000.00
2	08/01/07 to 07/31/08	\$3,100.00	\$37,200.00
3	08/01/08 to 07/31/09	\$3,255.00	\$39,060.00
4	08/01/09 to 07/31/10	\$3,417.75	\$41,013.00
5	08/01/10 to 07/31/11	\$3,588.64	\$43,063.68
6	08/01/11 to 07/31/12	\$3,947.50	\$47,370.00
7	08/01/12 to 07/31/13	\$4,144.88	\$49,738.56
8	08/01/13 to 07/31/14	\$4,352.12	\$52,225.44
9	08/01/14 to 07/31/15	\$4,569.73	\$54,836.76
10	08/01/15 to 07/31/16	\$4,798.22	\$57,578.64
TOTAL RENT DUE			<u>\$446,086.08</u>

Connie Comer Hagberg

m 6530272

w 9041981

931.224.0209

email chagberg@mtsu.edu

ADDENDUM TO LEASE

THIS ADDENDUM made and entered into on this 31st day of May, 2023 by and between Audrey B. Comer, hereinafter referred to as "Landlord"; Associated Masonry Products, Inc., a Tennessee corporation, hereinafter referred to as "Tenant"; and Chris M. Francescon, Matthew J. Bartlett, and Claude R. McCullough, hereinafter referred to as "Guarantors";

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated August 1, 2006, whereby Landlord leased to Tenant the property described in Deed Book 320, Page 763, Register's Office for Rutherford County, Tennessee (hereinafter referred to as the "Demised Premises"); and

WHEREAS, the parties desire to amend Section 2 and Section 3 of said Lease Agreement to provide for an extension of the term of the Lease; and

WHEREAS, Guarantors agree to continue to guaranty the obligations of Tenant under the terms of said Lease Agreement, as amended.

NOW, THEREFORE, for and in consideration of the mutual benefits each to the other flowing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Section 2 of the Lease Agreement shall be deleted in its entirety and the following substituted therefor:

SECTION 2. TERM.

The initial term of this Lease was ten (10) years commencing on August 1, 2006 and ending on July 31, 2016. An Addendum to Lease dated March 26, 2014 extended the term until June 30, 2024. The parties agree to extend the term of this Lease until June 30, 2028.

2. Section 3 of the Lease Agreement shall be deleted in its entirety and the following substituted therefore:

SECTION 3. RENT.

The rental on the Demised Premises shall be paid in monthly installments as set forth in Exhibit A attached hereto.

All rent shall be payable by Tenant by the 5th day of each calendar month during the term of this Lease and shall be payable at such place as Landlord directs. Payments made after the 5th day of the month for which due are subject to a late fee of five percent (5%).

Exhibit A
Associated Masonry Products, Inc.
Rental Payments

<u>Date</u>	<u>Monthly Fee</u>	<u>Yearly</u>
July 1, 2023 – June 30, 2024	\$3,700.00	\$44,400.00
July 1, 2024 – June 30, 2025	\$3,900.00	\$46,800.00
July 1, 2025 – June 30, 2026	\$4,000.00	\$48,000.00
July 1, 2026 – June 30, 2027	\$4,000.00	\$48,000.00
July 1, 2027 – June 30, 2028	\$4,100.00	\$49,200.00
	TOTAL LEASE	\$236,400.00

Landlord Initial

AC

Tenant Initial

[Signature]

Guarantor Initial

[Signature]

X Guarantor Initial

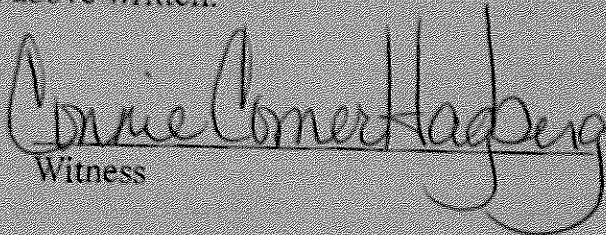
MSB

X Guarantor Initial

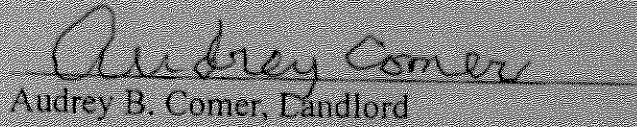
[Signature]

3. Guarantors hereby enter into this Addendum for the purpose of affirming their continuing irrevocable guaranty pursuant to Section 26 of the original Lease Agreement.
4. In all other respects, said Lease Agreement is affirmed and adopted and incorporated herein.

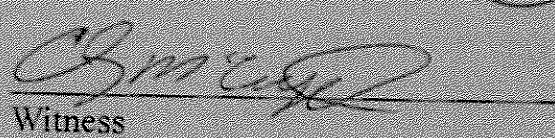
IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first above written.



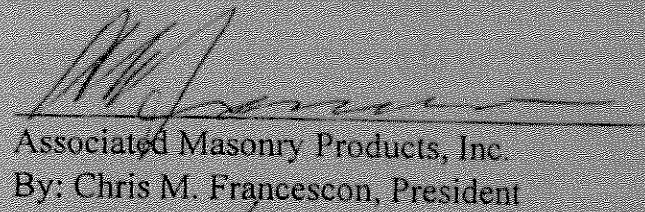
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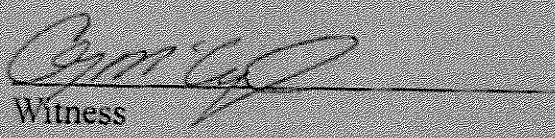
Audrey B. Comer, Landlord



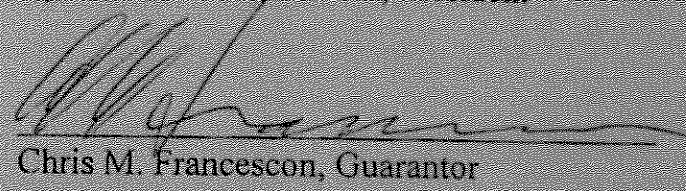
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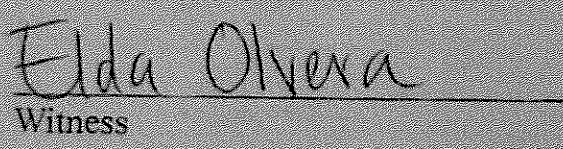
Associated Masonry Products, Inc.
By: Chris M. Francescon, President



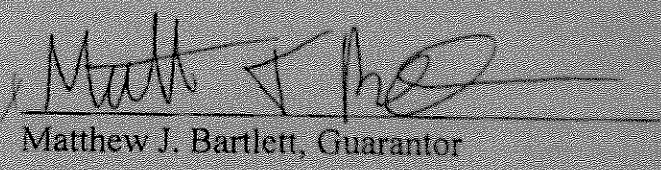
Witness



Chris M. Francescon, Guarantor



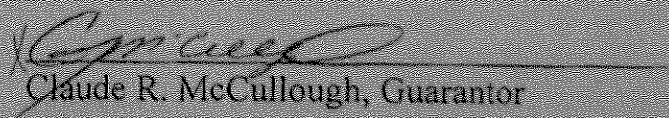
Witness



Matthew J. Bartlett, Guarantor



Witness



Claude R. McCullough, Guarantor