INDEXING INSTRUCTIONS TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI: Lot 23, *"Final Plat " First Revision " Metro Industrial Park Phase 2, Section B Lots 22 and 23,* in Section 23, Township 1, Range 6 West, City of Olive Branch, DeSoto County, Mississippi.

Mississippi Leasehold Deed of Trust and Security Agreement

11/08/06 11:20:23
BK 2,602 PG 571
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT (this **"Deed of Trust"**) is made as of the ____ day of September, 2006, , by **Infinite Building Products Inc.** a Delaware corporation (the **"Borrower"**), with an address at 10511 High Point Road, Olive Branch, MS 38654, **Lawyers Title Insurance Corporation, ("Trustee"),** with an address at 4111 Executive Parkway, Suite 304, Westerville, Ohio 43081 and **PNC BANK, NATIONAL ASSOCIATION** (the **"Lender"**), with an address at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222, as agent for the financial institutions (the **"Lenders"**) which are now or which hereafter become a party to the Credit Agreement (as defined herein).

WHEREAS, the Borrower is the lessee, under that certain Net Lease Agreement dated July 16, 2002, by and between Crossland Holding Company, LLC, a Kansas corporation, and Owens Corning, a Delaware corporation (the "Lease"), of a certain tract or parcel of land located at 10633 High Point Road, Olive Branch, Mississippi and further described in Exhibit A attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon;

WHEREAS, the Borrower is executing and delivering this Leasehold Deed of Trust to Trustee for the benefit of Lender, as collateral security for a borrowing from the Lender, in an amount not to exceed Forty-Two Million Five Hundred Thousand and 00/100 Dollars ($42,500,000.00) (the "**Loan**"), pursuant to the Revolving Credit and Security Agreement, dated as of June 29, 2005, with a maturity date of July 31, 2008, among the Lender, Jancor Companies, Inc., a Delaware corporation, Kensington Windows Inc., a Delaware corporation, Outdoor Technologies Inc., a Delaware corporation and Survivor Technologies, Inc., a New Jersey corporation, and the Lenders (the " **Credit Agreement**"), which Loan is evidenced by one or more promissory notes or guaranties in favor of the Lender dated as of August 2, 2005 (the **"Notes"**); and

WHEREAS, Lender shall have the power successively to remove the Trustee, or any successor trustee, and to appoint in writing a successor trustee, which appointment shall be duly filed for record in the office of the Recorder of Deeds in the county in which the Property is located. Any successor trustee shall succeed to the title and all of the rights and powers of the original Trustee.

NOW, THEREFORE, for the purpose of securing the payment and performance of the following obligations (collectively called the **"Obligations"**):

(A) the Loan, the Notes and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Borrower to the Lender under the Credit Agreement and the Other Documents (as defined therein) of any kind or nature, present or future, whether or not evidenced by any note, guaranty or other instrument, whether or not for the payment of money, absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, and any amendments, extensions, renewals or increases and all costs and expenses of the Lender incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection with any of the foregoing, including reasonable outside attorneys' fees and expenses.

(B) Any sums advanced by the Lender under the Credit Agreement or which may otherwise become due pursuant to the provisions of the Notes or this Deed of Trust or pursuant to any other document or instrument at any time delivered to the Lender to evidence or secure any of the Obligations or which otherwise relate to any of the Obligations (as the same may be amended, supplemented or replaced from time to time, the **"Loan Documents"**).

The Borrower, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby give, grant, bargain, sell, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto the Trustee, in trust for the benefit of Lender and does agree that the Trustee, in trust for the benefit of Lender, shall have a security interest in the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property now leased, owned or held or hereafter acquired (the **"Property"**), to wit:

(a) All of the Borrower's leasehold estate and interest in the premises described in Exhibit A, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining, and all of the Borrower's estate, right, title, interest, claim and demand whatsoever therein and in the public streets and ways adjacent thereto, either in law or in equity (the **"Land"**);

(b) All the Borrower's leasehold estate and interest in the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery and equipment, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, located in or used in connection with those buildings, structures or other improvements (the **"Improvements"**);

(c) All rents, issues and profits arising or issuing from the Land and the Improvements (the **"Rents"**) including the Rents arising or issuing from any subleases now or hereafter entered into covering all or any part of the Land and Improvements (the **"Leases"**), all of which Leases and Rents are hereby assigned to the Lender by the Borrower. The foregoing assignment shall be an absolute assignment of all of the Borrower's entire interest in the Rents. The foregoing assignment shall also include all cash or securities deposited under Leases to secure performance of sublessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Borrower of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Borrower, however, shall have a license to collect, retain and use the

Mitchell McNutt & Sams
Bx 7120
Tupelo MS 38802-7120

8

Rents so long as no Event of Default shall have occurred and be continuing. The Borrower will execute and deliver to the Lender, within fifteen (15) days of receipt of Lender's written demand, such additional assignments and instruments as the Lender may require to confirm, maintain and continue the assignment of Rents hereunder;

(d) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;

(e) And without limiting any of the other provisions of this Deed of Trust , the Borrower, as debtor, expressly grants unto the Lender, as secured party, a security interest in all those portions of the Property which may be subject to the Uniform Commercial Code provisions applicable to secured transactions under the laws of any state, and the Borrower will execute and deliver to the Lender within fifteen (15) days of receipt of Lender's written demand such financing statements and other instruments as the Lender may require in order to perfect and maintain such security interest under the UCC on the aforesaid collateral.

To have and to hold the same unto the Lender, its successors and assigns, forever.

Provided, however, that if the Borrower shall pay to the Lender the Obligations, and if the Borrower shall keep and perform each of its other covenants, conditions and agreements set forth herein and in the other Loan Documents, then, upon the termination of all obligations, duties and commitments of the Borrower under the Obligations and this Deed of Trust , and subject to the provisions of Section 24, the estate hereby granted and conveyed shall become null and void. Upon full payment of the Obligations and satisfaction of all covenants, conditions and agreements set forth herein and in the Credit Agreement and Loan Documents, Lender will execute and file releases with respect to this Deed of Trust.

1. **Representations and Warranties.** The Borrower represents and warrants to the Lender that the Borrower has good and marketable title to a leasehold estate in the Land and Improvements and has all right, title and interest in all other property constituting a part of the Property, in each case free and clear of all liens and encumbrances, except as may otherwise be set forth on an Exhibit B hereto or as permitted by the Credit Agreement. This Deed of Trust is a valid and enforceable first lien on the Property (except as set forth on Exhibit B), and the Lender shall, subject to the Borrower's right of possession prior to an Event of Default, quietly enjoy and possess the Property. The Borrower shall preserve such title as it warrants herein and the validity and priority of the lien hereof and shall forever warrant and defend the same to the Lender against the claims of all persons.

2. **Affirmative Covenants.** Until all of the Obligations shall have been fully paid, satisfied and discharged the Borrower shall:

(a) Payment and Performance of Obligations. Pay or cause to be paid and perform all Obligations when due as provided in the Loan Documents.

(b) Legal Requirements. Promptly comply with and conform to all present and future laws, statutes, codes, ordinances, orders and regulations and all covenants, restrictions and conditions which may be applicable to the Borrower or to any of the Property, except where failure to comply could not reasonably be expected to have a "Material Adverse Effect" as such term is defined in the Credit Agreement (the **"Legal Requirements"**).

(c) Impositions. Before interest or penalties are due thereon and otherwise when due, and in accordance with the terms of the Lease, the Borrower shall pay all taxes of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Property, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other charges and liens, whether of a like or different nature, imposed upon or assessed against the Borrower or any of the Property (the **"Impositions"**), except in those situations in which Borrower has timely filed and is diligently pursuing a good faith contest to such Imposition. If required by the Lease within thirty (30) days after the payment of any Imposition, the Borrower shall deliver to the Lender evidence acceptable to the Lender of such payment.

(d) Maintenance of Security. Use, and permit others to use, the Property only for its present use or such other uses as permitted by applicable Legal Requirements and approved in writing by the Lender, which approval shall not be unreasonably withheld or delayed. The Borrower shall keep the Property in good condition and order and in a good and safe state of repair and will make or cause to be made, in accordance with the terms of the Lease, as and when necessary, all repairs, renewals, and replacements, structural and nonstructural, exterior and interior, foreseen and unforeseen, ordinary and extraordinary. The Borrower shall not remove, demolish or alter the Property in any material respect, nor commit or suffer waste with respect thereto, nor permit the Property to become deserted or abandoned.

3. **Leases.** The Borrower shall not (a) execute an assignment or pledge of the Rents or the Leases other than in favor of the Lender; (b) accept any prepayment of an installment of any Rents prior to the due date of such installment; or (c) enter into or amend any of the material terms of any of the Leases without the Lender's prior written consent, which consent shall not be unreasonably withheld or delayed. Any or all leases or subleases of all or any part of the Property shall be subject in all respects to the Lender's prior written consent, which consent shall not be unreasonably withheld or delayed, shall be subordinated to this Deed of Trust and to the Lender's rights and, together with any and all rents, issues or profits relating thereto, shall be assigned at the time of execution to the Lender as additional collateral security for the Obligations, all in such form, substance and detail as is satisfactory to the Lender in its reasonable discretion.

4. **Due on Sale Clause.** The Borrower shall not sell, convey or otherwise transfer any interest in the Property (whether voluntarily or by operation of law), except as otherwise permitted under the Credit Agreement, or agree to do so, without the Lender's prior written consent, which consent shall not be unreasonably withheld or delayed, including (a) any sale, conveyance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal or equitable title to the Property, or (b) any lease of all or any portion of the Property. Any default under this Section shall cause an immediate acceleration of the Obligations without any demand by the Lender.

5. **Insurance.** The Borrower shall keep the Property continuously insured in compliance with the terms of the Credit Agreement, including, but not limited to Article 4.11 thereof.

6. **Rights of Lender to Insurance Proceeds.** In the event of loss, the Lender's rights to adjust, collect and compromise all insurance claims, shall be governed by the Credit Agreement, including, but not limited to Article 4.11 thereof.

7. **Installments for Insurance, Taxes and Other Charges.** The Borrower shall, if requested by the Lender after an Event of Default, which is continuing, pay to the Lender monthly, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual Impositions and any other item which at any time may be or become a lien upon the Property (the **"Escrow Charges"**). The amounts so paid shall be used in payment of the Escrow Charges so long as no Event of Default which is continuing, shall have occurred. No amount so paid to the Lender shall be deemed to be trust funds, nor shall any sums paid bear interest. The Lender shall have no obligation to pay any insurance premium or Imposition if at any time the funds being held by the Lender for such premium or Imposition are insufficient to make such payments. Upon the occurrence of an Event of Default, which is continuing, the Lender shall have the right, at its election, to apply any amount so held against the Obligations due and payable in such order as the Lender may deem fit, and the Borrower hereby grants to the Lender a lien upon and security interest in such amounts for such purpose.

8. **Condemnation.** The Borrower, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Property, shall notify the Lender of the pendency of such proceedings. The Lender may participate in any such proceedings and the Borrower shall deliver to the Lender all instruments requested by it to permit such participation. In the event any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof is awarded, granted or received by Borrower, such award or compensation is hereby assigned to and shall be received and collected directly by the Lender, and any award or compensation shall be applied, at the Lender's

option, to any part of the Obligations and in any order (notwithstanding that any of such Obligations may not then be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Lender may reasonably impose.

9. **Environmental Matters.** (a) For purposes of this Section 9, the term **"Environmental Laws"** shall mean all federal, state and local laws, regulations and orders, whether now or in the future enacted or issued, pertaining to the protection of land, water, air, health, safety or the environment. The term **"Regulated Substances"** shall mean all substances regulated by Environmental Laws, or which are known or considered to be harmful to the health or safety of persons, or the presence of which may require investigation, notification or remediation under the Environmental Laws. The term **"Contamination"** shall mean the discharge, release, emission, disposal or escape of any Regulated Substances into the environment.

(b) The Borrower shall ensure, at its sole cost and expense, that the Property and the conduct of all operations and activities thereon comply and continue to comply with all Environmental Laws, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect. The Borrower shall notify the Lender within five business days and in reasonable detail in the event that the Borrower becomes aware of any violation of any Environmental Laws, the presence or release of any Contamination with respect to the Property, or any governmental or third party claims relating to the environmental condition of the Property or the conduct of operations or activities thereon, which in any case could reasonably be expected to have a Material Adverse Effect. The Borrower also agrees not to permit or allow the presence of Regulated Substances on any part of the Property, except for those Regulated Substances (i) which are used in the ordinary course of the Borrower's business, but only to the extent they are in all cases used in a manner which complies, in all material respects, with all Environmental Laws. Borrower shall establish and maintain a system to assure and monitor continued compliance with all applicable Environmental Laws, which system shall include periodic reviews of such compliance. Borrower shall (i) employ in connection with the use of the Property appropriate technology necessary to maintain compliance with any applicable Environmental Laws and (ii) dispose of all Regulated Substances generated at the Property only at facilities and with carriers that maintain valid permits under applicable Environmental Laws. Borrower shall use its best efforts to obtain certificates of disposal, such as hazardous waste manifest receipts, from all treatment, transport, storage or disposal facilities or operators employed by Borrower in connection with the transport or disposal of any Regulated Substances generated at the Property. The Borrower agrees not to cause, allow or permit the presence of any Contamination on the Property except to the extent such presence is in compliance, in all material respects, with Environmental Laws.

(c) The Lender shall not be liable for, and the Borrower shall indemnify, defend and hold the Lender and all of its officers, directors, employees and agents, and all of their respective successors and assigns harmless from and against all losses, costs, liabilities, damages, fines, claims, penalties and expenses (including reasonable attorneys', consultants' and contractors' fees, costs incurred in the investigation, defense and settlement of claims, as well as costs incurred in connection with the investigation, remediation or monitoring of any Regulated Substances or Contamination) that the Lender may suffer or incur (including as holder of the Deed of Trust , as Lender in possession or as successor in interest to the Borrower as owner of the Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure) as a result of or in connection with (i) any Environmental Laws (including the assertion that any lien existing or arising pursuant to any Environmental Laws takes priority over the lien of the Deed of Trust); (ii) the breach of any representation, warranty, covenant or undertaking by the Borrower in this Section 9; (iii) the presence of any Contamination or Regulated Substances on, under or through the Property; or (iv) any litigation or claim by the government or by any third party in connection with the environmental condition of the Property or the presence of any Regulated Substances or Contamination on, under, to or from the Property, except to the extent caused by the gross negligence or willful misconduct of Lender.

(d) Upon the Lender's request, the Borrower shall execute and deliver an Environmental Indemnity Agreement reasonably satisfactory in form and substance to the Lender, to more fully reflect the Borrower's representations, warranties, covenants and indemnities with respect to the Environmental Laws.

10. **Inspection of Property.** The Lender shall, upon reasonable prior notice to Borrower, have the right to enter upon the Property at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon, as well as the conduct of operations and activities on the Property. The Borrower shall provide the Lender(and the Lender's employees, agents and consultants) reasonable rights of access to the Property as well as such information about the Property and the past or present conduct of operations and activities thereon as the Lender shall reasonably request.

11. **Events of Default.** The occurrence of any one or more of the following events shall constitute an **"Event of Default"** hereunder: (a) any Event of Default (as defined in Article 10 of the Credit Agreement); (b) the failure by the Borrower to perform any of its obligations under this Deed of Trust or under any Environmental Indemnity Agreement executed and delivered pursuant to Section 9(d), which failure continues unremedied for fifteen (15) days; (c) material falsity, material inaccuracy or material breach by the Borrower of any written warranty, representation or statement made or furnished to the Lender by or on behalf of the Borrower; (d) an uninsured material loss, theft, damage, or destruction to any of the Property, or the entry of any judgment against the Borrower or any lien against or the making of any levy, seizure or attachment of or on the Property, which failure continues unremedied for fifteen (15) days; (e) any indication or evidence received by the Lender that the Borrower may have directly or indirectly been engaged in any type of activity which, could reasonably be expected to result in the forfeiture of any property of the Borrower to any governmental entity, federal, state or local; (f) foreclosure proceedings are instituted against the Property upon any other lien or claim, whether alleged to be superior or junior to the lien of this Deed of Trust; or (g) the failure by the Borrower to pay any Impositions as required under Section 2(c), or to maintain in full force and effect any insurance required under Section 5.

12. **Rights and Remedies of Lender.** If an Event of Default, occurs, the Lender may, at its option and without demand, exercise its rights set forth in Article 11 of the Credit Agreement, including but not limited to the following:

(a) The Lender may declare the entire unpaid principal balance of the Obligations, together with all interest thereon, to be due and payable immediately.

(b) The Lender may (i) direct Trustee to institute and maintain an action of Deed of Trust foreclosure against the Property and the interests of the Borrower therein, (ii) direct Trustee to institute and maintain an action on any instruments evidencing the Obligations or any portion thereof, and (iii) take such other action at law or in equity for the enforcement of any of the Loan Documents as the law may allow, including, but not limited to foreclosure by power of sale, and in each such action the Lender shall be entitled to all costs of suit and attorneys' fees.

(c) The Lender may, in its sole and absolute discretion: (i) collect any or all of the Rents, including any Rents past due and unpaid, (ii) perform any obligation or exercise any right or remedy of the Borrower under any of the leases, or (iii) enforce any obligation of any tenant or subtenant of any of the Property. The Lender may exercise any right under this subsection (c), whether or not the Lender shall have entered into possession of any of the Property, and nothing herein contained shall be construed as constituting the Lender a "Lender in possession", unless the Lender shall have entered into and shall continue to be in actual possession of the Property. The Borrower hereby authorizes and directs each and every present and future tenant or subtenant of any of the Property to pay all Rents directly to the Lender and to perform all other obligations of that tenant for the direct benefit of the Lender, as if the Lender were the landlord under the leases with that tenant or subtenant, immediately upon receipt of a demand by the Lender to make such payment or perform such obligations. The Borrower hereby waives any right, claim or demand it may now or hereafter have against any such tenant or subtenant by reason of such payment of Rents or performance of obligations to the Lender, and any such payment or performance to the Lender shall discharge the obligations of the tenant or subtenant to make such payment or performance to the Borrower.

(d) The Lender shall have the right, in connection with the exercise of its remedies hereunder, to the appointment of a receiver to take possession and control of the Property or to collect the Rents,

without notice and without regard to the adequacy of the Property to secure the Obligations. The Lender or a receiver, while in possession of the Property, shall have the right to make repairs and to make improvements necessary or advisable in its or his opinion to preserve the Property, or to make and keep them rentable to the best advantage, and the Lender may advance moneys to a receiver for such purposes. Any moneys so expended or advanced by the Lender or by a receiver shall be added to and become a part of the Obligations secured by this Deed of Trust.

13. **Application of Proceeds.** The Lender shall apply the proceeds of any foreclosure sale of, or other disposition or realization upon, or Rents or profits from, the Property to satisfy the Obligations in such order of application as the Lender shall determine in its exclusive discretion.

14. **Lender's Right to Protect Security.** The Lender is hereby authorized to do any one or more of the following, irrespective of whether an Event of Default has occurred, but only upon reasonable prior notice to Borrower: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the Lender's rights or powers hereunder; (b) purchase such insurance policies covering the Property as it may elect if the Borrower fails to maintain the insurance coverage required hereunder; and (c) take such action as the Lender may reasonably determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default and to protect its security in the Property.

15. **Appointment of Lender as Attorney-in-Fact.** The Lender, or any of its officers, is hereby irrevocably appointed attorney-in-fact for the Borrower (without requiring any of them to act as such), such appointment being coupled with an interest, to do any or all of the following: (a) collect the Rents after the occurrence of an Event of Default which is continuing; (b) settle for, collect and receive any awards payable under Section 8 from the authorities making the same, provided that if no Event of Default has occurred and is continuing, no such settlement shall be made without the consent of Borrower, which consent shall not be unreasonably withheld or delayed; and (c) execute, deliver and file such financing statements and other instruments as the Lender may require in order to perfect and maintain its security interest under the Uniform Commercial Code on any portion of the Property, provided that Borrower has failed to execute and deliver such instrument after reasonable notice and opportunity.

16. **Certain Waivers.** The Borrower hereby waives and releases all benefit that might accrue to the Borrower by virtue of any present or future law exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment, and, unless specifically required herein, all notices of the Borrower's default or of the Lender's election to exercise, or the Lender's actual exercise of any option under this Deed of Trust or any other Loan Document. The Borrower waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent the Lender from bringing any action against the Borrower, including a claim for deficiency to the extent the Lender is otherwise entitled to a claim for deficiency, before or after the Lender's commencement or completion of any foreclosure action or any other action to exercise its remedies hereunder or otherwise available at law or in equity.

17. **No Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of the Lender or any subsidiary or affiliate in any capacity, without the express prior written consent of the Lender.

18. **Deed of Trust Secures Future Advances.** This Deed of Trust is given for the purpose of creating a lien on the Borrower's leasehold estate and interest in the property in order to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of the Lender, or otherwise, and whether made before or after default or maturity or other similar events, to the same extent as if such future advances were made on the date of the execution hereof, although there may be no advance made at the time of the execution hereof and although there may be no indebtedness outstanding at the time any advance is made. The types of future advances secured by and having priority under this Deed of Trust shall include (i) advances and readvances of principal under the Notes or other Loan Documents and (ii) disbursements and other advances for the payment of taxes, assessments, maintenance charges, insurance premiums or costs relating to the Property, for the discharge of liens having priority over the lien of this Deed of Trust, for the curing of waste of the Property and for the payment of service charges and expenses incurred by reason of default and including late charges, attorneys' fees and court costs, together with interest thereon. The lien of this Deed of Trust, as to third persons with or without actual knowledge thereof, shall be valid as to all such indebtedness and future advances, from the date of recordation, to the extent permitted by the laws of the state in which the Property is situated. The total amount of the indebtedness secured by this Deed of Trust may decrease or increase from time to time, but the total unpaid principal balance at any one time shall not exceed the maximum principal amount of the Obligations.

19. **NOTICES.** Any notice or request hereunder may be given to Lender or Borrower at their respective addresses set forth below or at such other address as may hereafter be specified in a notice designated as a notice of change of address under this Section. Any notice, request, demand, direction or other communication to be given to or made upon any party hereto under any provision of this Deed of Trust shall be given or made by telephone or in writing (which includes by means of electronic transmission (i.e., "e-mail") or facsimile transmission. Any such Notice must be delivered to the applicable parties hereto at the addresses and numbers set forth under their respective names below or in accordance with any subsequent unrevoked Notice from any such party that is given in accordance with this Section 19. Any Notice shall be effective: (a) in the case of hand-delivery, when delivered; (b) if given by mail, when received, provided such Notice is deposited with the United States Postal Service ("USPS"), with first-class postage prepaid, return receipt requested, without such receipt, four (4) days after deposited with the USPS; (c) in the case of a telephonic Notice, when a party is contacted by telephone, if delivery of such telephonic Notice is confirmed no later than the next business day by hand delivery, a facsimile or electronic transmission or an overnight courier delivery of a confirmatory Notice (received at or before noon on such next business day); (d) in the case of a facsimile transmission, when sent to the applicable party's facsimile machine's telephone number, if the party sending such Notice receives confirmation of the delivery thereof from its own facsimile machine; (e) in the case of electronic transmission, when actually received; and (f) if given by any other means (including by overnight courier), when actually received.

If to Lender at:
PNC Bank, National Association
2 PNC Plaza
620 Liberty Avenue
Pittsburgh, Pennsylvania 15222
Attention: Richard Muse, Jr.
Telephone: (412) 762-4471
Telecopier: (412) 768-4369

with a copy to:
PNC Bank, National Association
PNC Business Credit
One PNC Plaza, 6th Floor
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222
Attention: James Steffey
Telephone: (412) 768-6387
Telecopier: (412) 768-4369
Cellphone: (412) 310-4386

and a copy to:
Baker & Hostetler LLP
3200 National City Center
1900 East 9th Street
Cleveland, Ohio 44114
Attention: Elizabeth A. Dellinger, Esq.
Telephone: (216) 861-7793
Telecopier: (216) 696-0740

If to Borrower:
Jancor Companies, Inc.
28300 Kensington Lane, Suite 300
Perrysburg, Ohio 43551
Attn: Chief Financial Officer
Telephone: (419) 872-9800
Telecopier: (419) 872-8206

with a copy to: Dechert
4000 Bell Atlantic Tower
1717 Arch Street
Philadelphia, Pennsylvania 19103-2793
Attn: Gary L. Green, Esq.
Telephone: (215) 994-4000
Telecopier: (215) 994-2222

20. Preservation of Rights. No delay or omission on the Lender's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Lender's action or inaction impair any such right or power. The Lender's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity. The Lender may exercise any one or more of its rights and remedies without regard to the adequacy of its security.

21. Illegality. In case any one or more of the provisions contained in this Deed of Trust should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

22. Changes in Writing. No modification, amendment or waiver of any provision of this Deed of Trust nor consent to any departure by the Borrower therefrom will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower in any case will entitle the Borrower to any other or further notice or demand in the same, similar or other circumstance.

23. Entire Agreement. This Deed of Trust (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Borrower and the Lender with respect to the subject matter hereof.

24. Survival; Successors and Assigns. This Deed of Trust will be binding upon and inure to the benefit of the Borrower and the Lender and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Borrower may not assign this Deed of Trust in whole or in part without the Lender's prior written consent and the Lender at any time may assign this Deed of Trust in whole or in part; and provided, further, that the rights and benefits under Sections 9, 10 and 26 shall also inure to the benefit of any persons or entities who acquire title or ownership of the Property from or through the Lender or through action of the Lender(including a foreclosure, sheriff's or judicial sale). The provisions of Sections 9, 10 and 26 shall survive the termination, satisfaction or release of this Deed of Trust, the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure.

25. Interpretation. In this Deed of Trust, the singular includes the plural and the plural the singular; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation" and references to sections or exhibits are to those of this Deed of Trust unless otherwise indicated. Section headings in this Deed of Trust are included for convenience of reference only and shall not constitute a part of this Deed of Trust for any other purpose. If this Deed of Trust is executed by more than one party as Borrower, the obligations of such persons or entities will be joint and several.

26. Indemnity. Borrower shall indemnify Lender and its officers, directors, affiliates, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, fees and disbursements of counsel) which may be imposed on, incurred by, or asserted against Lender in any litigation, proceeding or investigation instituted or conducted by any governmental agency or instrumentality or any other Person (as defined in the Credit Agreement) with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, this Deed of Trust or the Credit Agreement, whether or not Lender is a party thereto, except to the extent that any of the foregoing arises out of the gross negligence or willful misconduct of Lender.

27. Governing Law and Jurisdiction. This Deed of Trust has been delivered to and accepted by the Lender and will be deemed to be made in the State of Mississippi. **THIS DEED OF TRUST WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE BORROWER AND THE LENDER DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSISSIPPI.** The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in Mississippi, and consents that all service of process be sent by nationally recognized overnight courier service directed to the Borrower at the Borrower's address set forth herein and service so made will be deemed to be completed on the business day after deposit with such courier; provided that nothing contained in this Deed of Trust will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Borrower acknowledges and agrees that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Deed of Trust.

28. WAIVER OF JURY TRIAL. THE BORROWER IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS DEED OF TRUST, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS DEED OF TRUST OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

29. TRUE AND CORRECT COPY. THE BORROWER ACKNOWLEDGES THAT THE BORROWER HAS RECEIVED, WITHOUT CHARGE, A TRUE AND CORRECT COPY OF THIS DEED OF TRUST.

The Borrower acknowledges that it has read and understood all the provisions of this Deed of Trust, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Mississippi Leasehold Deed of Trust and Security Agreement as of the date first written above.

INFINITE BUILDING PRODUCTS INC.,
a Delaware corporation

By: Michael W Sowers

Print Name: Michael W Sowers

Title: Vice President

STATE OF Mississippi)
) ss:
COUNTY OF Lee)

Personally appeared before me, the undersigned authority in and for said county and state, on this the 26th day of September, 2006, within my jurisdiction, the within named Michael Sowers, who acknowledged that he is Vice President of INFINITE BUILDING PRODUCTS INC., a Delaware corporation, and that for and on behalf of said corporation and as its act and deed he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation.

Susan Rae Forbes
NOTARY PUBLIC

My Commission Expires:

(SEAL)

SUSAN RAE FORBES
NOTARY PUBLIC
LEE COUNTY
STATE OF MISSISSIPPI
My Commission Expires 07/31/10

This Instrument has been prepared by
and after recording return to:
Baker & Hostetler, LLP
3200 National City Center
1900 E. Ninth Street
Cleveland, OH 44141
216-621-0200
Attn: Wan Collier

EXHIBIT "A"

LEASED PREMISES

Lot 23, *Final Plat " First Revision " Metro Industrial Park Phase 2, Section B Lots 22 and 23,* in Section 23, Township 1, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, more particularly described in Plat Book 81, Pages 2 and 3 in the records of the Chancery Clerk of DeSoto County, Mississippi, and being that same property described in final Plat of Survey of Ollar Surveying Company titled "OCAA, INC. PROPERTY AND THE CROSSLAND HOLDING CO., LLC PROPERTY dated August 3, 2006, as revised August 23, 2006 and more particularly described by metes and bounds as follows:

Beginning at a found 1/2" rebar at the intersection of the south line of High Point Road (68' R.O.W.) with the intersection of the east line of Lot 23 and the west line of Lot 24, Metro Industrial Park Subdivision, Phase 2, Section B recorded in Plat Book 20, Pages 49-51; thence south 00 degrees 32 minutes 02 seconds west with the east line of said Lot 23 and the west line of said Lot 24, 403.32 feet to a found pk nail in the south line of said Lot 23 and being in the north line of Phase 3, Section B, Metro Industrial Park recorded in Plat Book 122, Page 54; thence north 89 degrees 27 minutes 58 seconds west with the south line of said Lot 23 and with the said north line of Metro Industrial Park, Phase 3, Section B, 446.06 feet to a set 1/2" rebar with plastic cap, said point being the southeast comer of Lot 22, "First Revision", Metro Industrial Park, Phase II, Section B; thence north 00 degrees 32 minutes 02 seconds east with the east line of said Lot 22, 405.85 feet to a set 1/2" rebar with plastic cap in the south line of said High Point Road; thence south 89 degrees 27 minutes 58 seconds east with the south line of said High Point Road, 403.52 feet to a set 1/2" rebar; thence south 86 degrees 03 minutes 45 seconds east with the south line of said High Point Road, 42.62 feet to the POINT OF BEGINNING and containing 180,980 square feet or 4.155 acres of land.

EXHIBIT 'B'

PERMITTED ENCUMBRANCES

1. Exception 2a of Schedule B – Section 2 of Commitment for Title Insurance issued by Lawyers Title Insurance Corporation through its Agent, Leigh A. Rutherford, and referenced as Case No. R06-6386 Lot 23.

2. Exceptions 2d, 2e, 2g, 2h and 3 of Schedule B – Section 2 of Commitment for Title Insurance issued by Lawyers Title Insurance Corporation through its Agent, Leigh A. Rutherford, and referenced as Case No. R06-6386 Lot 23.