

STATE OF ALABAMA)

SHELBY COUNTY)

CONDITIONAL ASSIGNMENT

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Shelby Cnty Judge of Probate, AL
04/03/1980 12:00:00 AM FILED/CERT

This Conditional Assignment (the "Assignment") made and entered into this 27th day of March, 1980, by and between Vulcan Pet, Inc., a corporation organized under the laws of the State of Alabama (the "Assignor"), and The First National Bank of Birmingham, a national banking association with its principal office in the City of Birmingham, Alabama, together with its successors and assigns (the "Assignee");

WHEREAS, the Assignor has executed and delivered to the Assignee, concurrently with the execution and delivery of this Assignment, a Note evidencing the indebtedness on the part of the Assignor to the Assignee in the principal amount of \$200,000, with interest at the rate of 14% per annum, upon the terms and conditions therein set forth (the "Note"); and

WHEREAS, The Industrial Development Board of the Town of Alabaster, a public corporation and instrumentality under the laws of the State of Alabama (the "Industrial Board") has heretofore issued \$400,000 aggregate principal amount of Industrial Development Revenue Bonds, Vulcan Pet, Series A, dated October 1, 1976, and \$65,000 aggregate principal amount of Industrial Development Revenue Bonds, Vulcan Pet, Series B, dated May 1, 1977 (both issues of bonds being herein together referred to as the "Bonds") for the purpose of acquiring, constructing and installing the following described real property, situated in Shelby County, Alabama:

Part of the NE1/4 of Section 35, T 20 S, R 3 West, being more particularly described as follows: Beginning at the intersection of the north right of way line of Industrial Road (Shelby County Road #66) and the west right of way line of L & N Railroad, run in a northwesterly direction along the north right of way line of said Industrial Road for a distance of 272.35 feet, thence turn an angle to the right of 70 degrees, 26 minutes and run in a northerly direction for a distance of 636.12 feet, thence turn an angle to the right of 90 degrees and run in an easterly direction for a distance of 418.53 feet to a point on the west right of way line of L & N Railroad, thence turn an angle to the right of 102 degrees, 33 minutes and run in a southwesterly direction along said west right of way line of L & N Railroad for a distance of 745.13

Engel Hairston, Moses
and Johanson
7th Floor Watts Bldg.
B-hr 35203

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See assign. miss. Book 40 Page 07 (3-25-81)

feet, more or less, to the point of beginning, containing 5.37 acres, more or less;

together with the buildings and other facilities and improvements now or hereafter situated on said real property and part of the machinery, equipment and other personal property situated on said real property (the "Project"); and

WHEREAS, the Industrial Board, as lessor, and the Assignor, as lessee, have made and entered into a Lease Agreement dated as of October 1, 1976, and a First Supplemental Lease Agreement dated as of May 1, 1977 (both agreements being herein together referred to as the "Lease Agreement"), providing for the leasing by the Industrial Board to the Assignor of the Project for rentals to be paid by the Assignor at times and in amounts sufficient to provide for the payment of the principal of and interest on the Bonds as such principal matures and such interest becomes due; and

WHEREAS, the Industrial Board, as mortgagor, and The First National Bank of Birmingham, as trustee, have made and entered into a Mortgage and Indenture of Trust dated as of October 1, 1976, and a First Supplemental Mortgage and Indenture of Trust dated as of May 1, 1977 (both instruments being herein together referred to as the "Indenture"), whereby a mortgage of the Project is granted, and the rentals to be derived by the Industrial Board from the Assignor according to the provisions of the Lease Agreement are pledged, by the Industrial Board to the aforesaid trustee, as security for the payment of the principal of and interest on the Bonds;

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of and interest on the Note and all other obligations evidenced by or arising under the Note;

1. The Assignor, for itself and its successors and assigns, does hereby assign, pledge, transfer and convey unto the Assignee, its successors and assigns, all of the right, title, interest and estate on the part of the Assignor arising under and pursuant to the Lease Agreement; provided, however, that if the Assignor, its successors or assigns shall well and truly pay or cause to be paid the principal of and interest on the Note and all other obligations evidenced by or arising under the Note, then this Assignment shall cease and determine and shall

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be null and void, otherwise this Assignment to be and remain in full force and effect.

2. The Assignor shall comply in every respect with all of the terms, conditions and provisions of the Lease Agreement, and shall faithfully perform, satisfy and discharge all of the covenants, obligations, duties, responsibilities and liabilities on the part of the Assignor arising under the Lease Agreement (the "Lease Obligations") and shall take all other actions necessary to keep the Lease Agreement in full force and effect.

3. The Assignee does not assume or accept, and shall not be required to perform, satisfy or discharge any of the Lease Obligations, and the Assignor shall indemnify and hold harmless the Assignee against any loss or liability to any parties arising as a result of or in connection with this Assignment or the Lease Agreement, including, without limiting the generality of the foregoing, any loss or liability arising in connection with the enforcement of this Assignment and any loss or liability arising in connection with any failure on the part of the Assignor to perform, satisfy or discharge any of the Lease Obligations.

4. The Assignor represents and warrants that it has faithfully performed, satisfied and discharged all of the Lease Obligations prior to the execution and delivery of this Assignment, and that the right, title, interest and estate of the Assignor hereby assigned and pledged is now free and clear of any charges, grants and encumbrances of any kind whatsoever, except as provided in the Indenture and the Lease Agreement.

5. In the event that the Assignor shall receive any notice of any failure on its part to perform, satisfy or discharge any of the Lease Obligations, it will immediately deliver a copy of such notice to the Assignee.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed in its corporate name, has caused its corporate seal to be hereunto affixed and has caused this Assignment to be attested, all by its duly authorized officers, on the date first above written.

VULCAN PET. INC.

By

Robert W. Tinsley
Its President

S.E. A.L.

Attest:

Jim D. Bittle
Its Secretary



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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, _____, a Notary Public in and for said County in said State, hereby certify that Robert W. Inpyn, whose name as President of Vulcan Pet, Inc., an Alabama corporation, is signed to the foregoing Conditional Assignment, and who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of said Conditional Assignment, he, in his capacity as such officer and With full authority, executed the same voluntarily for and the act of said corporation.

Given under my hand and seal of office this 27th day of March, 1980.

[Signature]
Notary Public

NOTARIAL SEAL

My commission expires: _____

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 APR -3 AM 8:26

[Signature]
JUDGE OF PROBATE

Rec. 6.00
Exp. 1.00
7.00

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