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Shelby Cnty Judge of Probate, AL
07/11/1977 12:00:00 AM FILED/CERT

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THIS LEASE ASSIGNMENT made and entered into this 18th day of April, 1977 between POLLUTION CONTROL-WALTHER, INC., a corporation organized under the laws of the State of Delaware (herein called "the Assignor"), and CE-PCW, INC., a corporation organized under the laws of the State of Delaware (herein called "the Assignee").

W I T N E S S E T H:

WHEREAS, the Industrial Development Board of the Town of Helena, Alabama (herein called "the Board") and the Assignor have heretofore entered into a Lease Agreement (herein called "the Lease") dated as of March 1, 1974, pursuant to which the Board has acquired certain real property and buildings located in the Town of Helena, Alabama, has renovated the buildings so as to make them suitable for use as a plant for the manufacture of pollution control devices and has acquired and installed in said plant certain items of machinery and equipment for use in the operation thereof (the said real property, the said plant and the said machinery and equipment herein together called "the Project"), all for lease to and use and occupancy by the Assignor; and

WHEREAS, in order to finance the cost of acquiring and constructing the Project, the Board has heretofore issued \$230,000 principal amount of its First Mortgage Industrial Revenue Bonds, Pollution Control Series 1974, dated March 1, 1974 (herein called "the Bonds"); and

WHEREAS, as security for the Bonds, the Board and City National Bank of Birmingham (herein called "the Trustee") have entered into a Mortgage and Trust Indenture (herein called "the Indenture") dated as of March 1, 1974, pursuant to which the Board has mortgaged the Project and assigned its interest in the Lease to the Trustee on behalf of the holders of the Bonds; and

WHEREAS, the Assignor, the Assignee and the sole stockholder of the Assignee, Combustion Engineering, Inc., a Delaware corporation, have entered into an agreement dated January 7, 1977 (the "Agreement") pursuant to which the Assignor, for the consideration and upon the other terms and conditions prescribed in the Agreement, is to transfer, convey, assign and deliver to the Assignee free and clear of all liens and encumbrances except as permitted by the Agreement all of the Assignee's assets and business.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and representations herein contained, the Assignor and Assignee agree as follows:

ARTICLE I

ASSIGNMENT OF LEASE

In consideration for the assumption by the Assignee of the obligations of the Assignor under the Lease, the Assignor hereby assigns to the Assignee, pursuant to Section

BOOK 20 PAGE 785

6.1 of the Lease, all of Assignor's right, title and interest in and to the Lease and the Project, including the plant and the machinery and equipment that is described in the Lease and all the Assignor's options and benefits conferred by the Lease and existing thereunder. The Assignor hereby covenants that since the execution and delivery of the Lease, the Assignor has not taken any action to encumber its leasehold estate in the Project, or any part thereof.



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ARTICLE II

ASSUMPTION OF ASSIGNOR'S OBLIGATIONS UNDER THE LEASE

In consideration of the assignment to the Assignee herein contained, the Assignee, in accordance with Section 5.4 of the Lease, unconditionally assumes all the obligations of the Assignor under the Lease accruing after the date of this Lease Assignment. The Assignee agrees to indemnify, defend and hold Assignor harmless against all actions, suits, proceedings, judgments, demands, costs and expenses in connection with, or arising out of, or resulting from, any obligations under the Lease accruing after the date of this Lease Assignment, or resulting from, any breach of such obligations.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Lease Assignment to be executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed, and have caused this Lease Assignment to be attested, all by their duly authorized officers, in 4 counterparts, each of which shall be deemed an original, and have caused this Lease Assignment to be entered into all as of the day and year first above written.

POLLUTION CONTROL-WALTHER, INC.

By [Signature]
Its President

Attest:

[Signature]
Its Secretary

[SEAL]



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CE-PCW, INC.

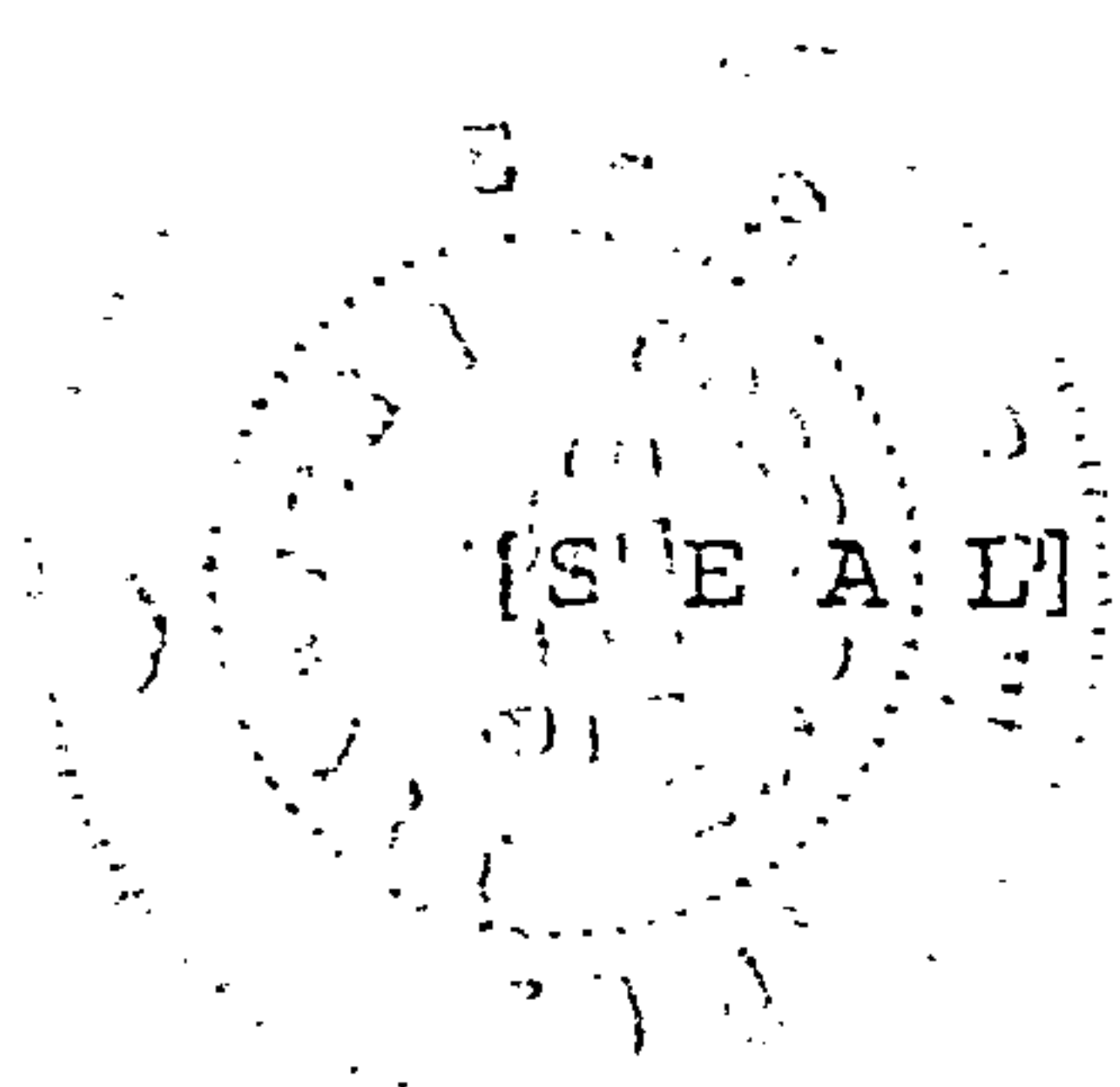
By M. Kiamie

Its Vice President

Attest:

David L. Ingram

Its Asst Sec



BOOK 20 PAGE 787

STATE OF Connecticut)
)
 COUNTY OF Fairfield)

I, Elaine B. Kaczorowski, a Notary Public in and for said county in said state, hereby certify that Robert W. Arnold, whose name as President of POLLUTION CONTROL-WALTHER, INC., a corporation organized under the laws of the State of Delaware, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office, this 18th day of April, 1977.

Elaine B. Kaczorowski
 Notary Public
 NOTARY PUBLIC
 My Commission Expires March 31, 1982

[NOTARIAL SEAL]

STATE OF CONNECTICUT)
)
 COUNTY OF FAIRFIELD)

I, Elaine B. Kaczorowski, a Notary Public in and for said county in said state, hereby certify that M. Kiamie, whose name as Vice President

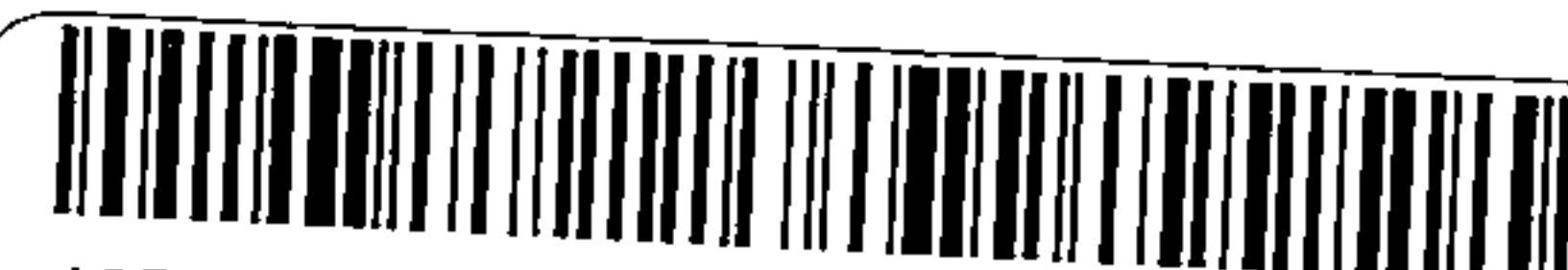
of CE-PCW, Inc., a corporation organized under the laws of the State of Delaware, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office, this 18th day of April, 1977.

Elaine B. Karpovitch
Notary Public

My Commission Expires: 3/31/85

[NOTARIAL SEAL]



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BOOK 20 PAGE 788

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

1977 JUL 11 PM 1:43

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 6.00

Ind 1.00

\$ 7.00