

AMENDATORY LEASE AGREEMENT between THE INDUSTRIAL
DEVELOPMENT BOARD OF THE TOWN OF ALABASTER (the "Board"), a
public corporation organized under the laws of the State of
Alabama, and VULCAN PET, INC., a corporation organized and
existing under the laws of the State of Alabama ("Vulcan"),

W I T N E S S E T H:

WHEREAS, the Board and Vulcan have heretofore
entered into a Lease Agreement, dated as of October 1, 1976,
and recorded in the office of the Judge of Probate, Shelby
County, Alabama, in Book 303 at pages 11, et seq., as
supplemented by a Supplemental Lease Agreement dated as of
May 1, 1977, and recorded in the said office of the Judge of
Probate, Shelby County, Alabama, in Book 305 at pages 847,
et seq. (the said Lease Agreement as so supplemented being
herein called the "Lease"), pursuant to which the Board
acquired certain real property in Shelby County, Alabama,
constructed thereon a manufacturing plant, and acquired and
installed in said plant certain items of machinery and
equipment for use in the operation thereof, all for lease to
and occupancy by Vulcan; and

WHEREAS, the Board and Vulcan deem it desirable
and in their mutual best interests that the Lease be further
amended;

NOW, THEREFORE, this Amendatory Lease Agreement,

W I T N E S S E T H:

That in consideration of the respective representations,
agreements and covenants herein and in the Lease contained,

This instrument prepared by:
James E. Botch
1500 Brown-Mark Building
Birmingham, Alabama 35203

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Executed in 8 counterparts of
which this is counterpart # 1

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the parties hereto agree as follows:

1. Section 7.3(e) of the Lease is hereby amended to read as follows:

(iv) In connection with any transfer or other disposition of assets there shall be filed with the Lessor, the original purchasers of the Bonds, and the Trustee a letter or certificate by a firm of certified public accountants (which is of the size and type commonly referred to as nationally known certified public accountants and which is acceptable to the Trustee) certifying that after consummation of such transfer the corporation to which such transfer is made or any affiliate guaranteeing the obligations of the corporation to which such transfer is made has an excess of assets over liabilities at least as great as the Lessee would have had if such transfer had not been made.

2. Section 4.3 of the Lease is hereby amended to read as follows:

"Section 4.3 Insurance Required. The Lessee will take out and continuously maintain in effect the following insurance with respect to the Project even during the construction of the Project, paying as the same become due all premiums with respect thereto:

(a) Insurance to the extent of the full insurable value of the Project against loss or damage by fire, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State;

(b) In time of war in which the United States of America is a belligerent, such insurance to the extent of the full insurable value of the Project as may be available against loss or damage by the risks and hazards of war; and

(c) Insurance against liability for bodily injury to or death of persons and for damage to or loss of property occurring on or about the Project or in any way related to

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the condition or operation of the Project, in the minimum amounts of \$500,000 for death or of bodily injury to any one person, \$1,000,000 for all death and bodily injury claims resulting from any one accident, and \$100,000 for property damage.

All policies evidencing the insurance required by the terms of the preceding paragraphs shall be taken out and maintained in generally recognized responsible insurance companies, qualified under the laws of the State to assume the respective risks undertaken; provided that any policy or policies evidencing the insurance required in clause (b) of the preceding paragraph may be taken out from and maintained in the United States of America or an agency thereof. All such insurance policies shall name as insureds the Lessor, the Trustee and the Lessee (as their respective interests shall appear) and shall contain standard mortgage clauses providing for all losses thereunder in excess of \$25,000 to be paid to the Trustee; provided that all losses (including those in excess of \$25,000) may be adjusted by the Lessee; subject, in the case of any single loss in excess of \$25,000, to the approval of the Trustee. The Lessee may insure under a blanket policy or policies. All policies evidencing the insurance required to be carried by this Section shall be deposited with the Trustee; provided, however, that in lieu thereof the Lessee may deposit with the Trustee a certificate or certificates of the respective insurers attesting the fact that such insurance is in force and effect. Prior to the expiration of any such policy, the Lessee will furnish to the Trustee evidence reasonably satisfactory to the Trustee that such policy has been renewed or replaced by another policy or that there is no necessity therefor under this Lease Agreement."

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IN WITNESS WHEREOF, the Board and Vulcan have caused this Amendatory Lease Agreement to be executed in their respective corporate names, have caused their respective corporate seals to be hereunto affixed, and have caused this Amendatory Lease Agreement to be attested, all by their duly authorized officers, in eight counterparts, each of which shall be deemed an original, and have caused this Amendatory Lease Agreement to be dated as of March 20, 1981, though actually executed by the Board on March 20, 1981 and by Vulcan on March 20, 1981.



THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF ALABASTER

By A. B. Bushy
President of its
Board of Directors

ATTEST:

[Signature]
Its Secretary

(SEAL)

VULCAN PET, INC.

By Robert W. Ingram
President

ATTEST:

Jim Bittle
Secretary



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

1981 MAR 25 AM 9:35

Thomas G. Snowden, Jr.
JUDGE OF PROBATE

Rec. 600
Exp. 100

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