

SUBORDINATION, ATTORNMENMENT AND
NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is made as of the 1st day of March, 1982, between HYDRO-LINE MANUFACTURING CO., an Illinois corporation (the "Guarantor") and KELLOGG-CITIZENS NATIONAL BANK OF GREEN BAY, Green Bay, Wisconsin (the "Trustee").

WITNESSETH:

The Guarantor entered into a sublease dated as of March 1, 1982 (the "Sublease") with Madison Heights Partnership (the "Partnership") of the premises described in Exhibit "A" hereto and buildings and improvements thereon and the equipment described in Exhibit "B" attached hereto, whether now owned or hereafter acquired, and all additions, attachments, appurtenances and accessions to, and spare and repair parts, replacements and substitutions for such equipment (the "Equipment") (collectively, the "Property"). Concurrently herewith, the Partnership is entering into a lease agreement (the "Lease Agreement") with The Industrial Board of the City of Hoover (the "Board") on the premises described in Exhibit "A" hereto. As security for its obligations under the Lease Agreement, the Partnership is making an assignment of all subleases, including the Sublease (the "Assignment of Subleases"), to the Board. Under an Indenture of Mortgage and Deed of Trust bearing even date (the "Indenture"), the Board is (a) further assigning the Subleases to the Trustee, and (b) granting a mortgage on the premises described in Exhibit "A" and building and improvements thereon and Equipment in favor of the Trustee, in order to secure the \$1,500,000 The Industrial Development Board of the City of Hoover, Industrial Development Revenue Bonds, Series of 1982 (Madison Heights Partnership - Hydro-Line Manufacturing Co., Tenant). The Guarantor hereby consents to the Assignment of Subleases and the Indenture, and agrees that it will subordinate its interest in the Property to the Indenture.

The Guarantor and the Trustee each agrees with the other as follows:

1. The Guarantor hereby subordinates and subjects the Sublease and all of its rights thereunder to the lien of the Indenture.

2. In the case of an Event of Default as defined in the Indenture, the Trustee may elect to terminate the Sublease and, upon such election by the Trustee, the Guarantor shall have no further rights under the Sublease and the Guarantor shall immediately surrender possession of the Property. If the Trustee has not elected to terminate the Sublease, in the event of foreclosure under the aforementioned Indenture, the Guarantor

will attorn to and accept the purchaser at the foreclosure sale or other Transferee or other transferee as lessor under the Sublease for the balance then remaining of the term of the Sublease, subject to all of the terms and provisions thereof; provided, however, that the purchaser at the foreclosure sale shall comply with all of the obligations and duties of the Partnership as required by the Sublease.

3. The Guarantor will give prompt written notice to the Trustee of any default of the Partnership in its obligations under the Sublease, if such default is of a nature as to give the Guarantor a right to terminate the Sublease, to reduce rent or to credit or offset any amounts against future rents.

4. In the event the Trustee elects not to disturb the possession of the Guarantor under the Sublease, the leasehold rights of the Guarantor shall remain in full force and effect upon any foreclosure under the aforementioned Indenture, and the Trustee, if it is the purchaser at the foreclosure sale, will accept the attornment of the Guarantor thereafter, provided in each case that the Guarantor is not then in default in the payment of rents or performance of obligations and covenants provided in the Sublease.

5. The Guarantor acknowledges written notification of the Assignment of Subleases and the Indenture and receipt of copies thereof. The Guarantor represents and warrants that the Sublease is now in force, that the rentals therein provided have not be paid for a period extending beyond May 1, 1982, and that the Guarantor has not received any notice of any assignment by the Partnership of rents or of any other interest in or under the Sublease, except for the Assignment of Subleases and a certain Credit Assignment of Subleases and Revenues dated as of March 1, 1982 to M & I Marshall & Ilsley Bank, Milwaukee, Wisconsin.

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6. The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

HYDRO-LINE MANUFACTURING CO.

By:

John A. Verdine
President

By:

W. M. Harding
Chairman of the Board
of Directors

[SEAL]

Attest:

William H. Hadden
Asst Secretary

KELLOGG-CITIZENS NATIONAL BANK
OF GREEN BAY

By:

Pamphile
Authorized Officer

[SEAL]

Attest:

Robert Chelly
Authorized Officer

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EXHIBIT "A"

Description of Real Estate

A parcel of land situated in Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From the southeast corner of the NE1/4 of SE1/4 of Section 19, Township 19 South, Range 2 West, run in a northerly direction along the east line of said section for a distance of 283.46 feet; thence turn an angle to the left of 90 degrees and run in a westerly direction for a distance of 729.70 feet; thence turn an angle to the left of 40 degrees 23'12" and run in a southwesterly direction for a distance of 262.29 feet; thence turn an angle to the right of 30 degrees 38'09" and run in a westerly direction for a distance of 303.59 feet; thence turn an angle to the right of 92 degrees 43'07" and run in a northerly direction for a distance of 328.01 feet to the northwest corner of the Gaskill property being the point of beginning; thence turn an angle to the left of 27 degrees 29'22" and run in a northwesterly direction for a distance of 368.30 feet; thence turn an angle to the right of 63 degrees 26'10" and run in a northeasterly direction for a distance of 293.71 feet to a point on the curved southwest right-of-way line of Parkway Office Circle with said 293.71 foot line being radial to said curved right-of-way line, said curved right-of-way line being concave in a northeasterly direction and having a radius of 780.00 feet; thence turn an angle to the right and run in a southeasterly direction along the arc of said curve for a distance of 161.96 feet to the end of said curve; thence run in a southeasterly direction along a line tangent to the end of said curve for a distance of 177.95 feet to a point of beginning of a second curve, said second curve being concave in a southwesterly direction and having a radius of 310.00 feet and a central angle of 64 degrees, 06 minutes; thence run along the arc of said curve for a distance of 346.81 feet to the end of said curve; thence run in a southeasterly direction along a line tangent to the end of said curve for a distance of 72.16 feet to the most northerly corner of the Gaskill Property; thence turn an angle to the right of 84 degrees 11 minutes 48 seconds and run in a southwesterly direction for a distance of 495.17 feet to the point of beginning.

RECORD OWNER OF REAL PROPERTY: The Industrial Development Board of the City of Hoover.

EXHIBIT "A"

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EXHIBIT "B "

All equipment and personal property of whatever kind located on the real estate described in Exhibit "A" hereto purchased or acquired with the proceeds of the Industrial Development Board of the City of Hoover, \$1,500,000 Industrial Development Revenue Bonds, Series of 1982 (Madison Heights Partnership Project - Hydro-Line Manufacturing Co., Tenant).

STATE OF ILLINOIS
COUNTY OF WINNEBAGO

:
: SS
:

BE IT REMEMBERED, That on this 6th day of March, 1982, before me, the subscriber, a Notary Public in and for the above State and County, personally appeared Owen B. Harding, John H. Harding and Helen Harkness, who I am satisfied are the persons who signed the within instrument, and acknowledged that they are the Chairman, President and Assistant Secretary of Hydro-Line Manufacturing Co., an Illinois corporation, and that they signed, sealed and delivered the same on behalf of said corporation, being authorized to do so by virtue of a Resolution of its Board of Directors, and that the within instrument is the voluntary act and deed of such corporation.

WITNESSETH my hand and seal.

Patricia Malachuk
Notary Public

My Commission Expires: February 10, 1986

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STATE OF WISCONSIN :
COUNTY OF BROWN : SS
:

BE IT REMEMBERED, that on this 29th day of March, 1982, before me, the subscriber, a Notary Public in and for the above State and County, personally appeared GARY KLISE, a Vice President of Kellogg-Citizens National Bank of Green Bay, who I am satisfied is the person who signed the within instrument, and that he acknowledged that he signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Bank, as trustee, made by virtue of a Resolution of its Board of Directors.

WITNESSETH my hand and seal.

Mary D. Perry
Notary Public

MARY D. PERRY, Notary Public
My Commission Expires October 20, 1985

My Commission Expires:

Prepared by: Robert J. Jones, Esquire
Saul, Ewing, Remick & Saul
37th Floor, Centre Square West
Philadelphia, Penna. 19102
Bond Counsel for
The Industrial Development Board of the
City of Hoover

In cooperation with:

John T. Natter, Esquire
2326 Highland Avenue
Birmingham, Alabama 35205

STATE OF ALA. SHERIFF'S CO.
I CERTIFY THIS
1982 APR -6 PM 12:28

Thomas W. Shivers, Jr.
CLERK OF PROBATE

Rec. 10.50
Incl. 1.00
11.50