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LEASE AGREEMENT

BETWEEN

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HOOVER

and

MADISON HEIGHTS PARTNERSHIP

Dated as of March 1, 1982

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See termination of Lease Agreement Misc. Bk 49 pg 179 (3/21/83)
See Termination of Credit Lease Misc Book 49 pg 213 (3-21-83)

Lease Agreement
Between
The Industrial Development Board of the City of Hoover
and
Madison Heights Partnership

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THIS LEASE AGREEMENT, dated as of the 1st day of March, 1982 (the "Agreement" or "Lease Agreement") between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HOOVER (the "Board"), a public instrumentality organized under the laws of the State of Alabama, the lessor hereunder, and MADISON HEIGHTS PARTNERSHIP, a partnership duly created and validly existing under the laws of the State of Illinois (the "Partnership"), the lessee hereunder;

WITNESSETH:

WHEREAS, the Board has been heretofore organized under and is authorized by Act No. 648 adopted at the 1949 Regular Session of the Legislature of the State of Alabama, approved September 19, 1949, as amended (appearing as Code of Ala. 1975, §11-54-80 through §11-54-101) (the "Act"), to acquire, enlarge, improve, expand, own, lease and dispose of properties to the end that the Board may be able to promote industry and develop trade by inducing manufacturing, industrial, commercial and research enterprises to locate in this state, or to enlarge and expand existing enterprises, or both, and further the use of the agricultural products and natural resources of the State of Alabama (the "State"); and

WHEREAS, the Partnership has requested the Board undertake a project (the "Project") consisting of the acquisition of a tract of land in the City of Hoover, County of Shelby, Alabama, as described in Exhibit A hereto, the construction thereon of a new building containing manufacturing and office space, the acquisition of certain equipment and the payment of the costs of the financing; and

WHEREAS, the Board has determined that the Project will accomplish the purposes provided by the Act; and

WHEREAS, the Board has determined to provide financing for the Project by the issuance of its bonds to be designated "The Industrial Development Board of the City of Hoover, Industrial Development Revenue Bonds, Series of 1982 (Madison Heights Partnership Project - Hydro-Line Manufacturing Co., Tenant)", in the principal amount of $1,500,000 (the "1982 Bonds") in accordance with the terms and conditions of a certain Indenture of Mortgage and Deed of Trust (the "Indenture"), bearing even date herewith between the Board and Kellogg-Citizens National Bank of Green Bay, Green Bay, Wisconsin, as trustee (the "Trustee"); and

WHEREAS, the Partnership will execute and deliver to the Board an Assignment of Subleases and Revenues bearing even date (the "Assignment of Subleases") under which the Partnership has assigned to the Board its right, title and interest in all subleases of the Project (the "Subleases") and the rentals payable thereunder; and

WHEREAS, the partners of the Partnership are shareholders of Hydro-Line Manufacturing Co. (the "Guarantor") and the Guarantor has guaranteed payment of the principal of and interest on the 1982 Bonds and any additional bond issued under the Indenture (collectively, the "Bonds") pursuant to a Guaranty Agreement with the Trustee (the "Guaranty"); and

WHEREAS, this instrument, together with any and all extensions, amendments, modifications or renewals hereof, is herein called the "Lease Agreement" or the "Agreement"; and

WHEREAS, under the Indenture the Board will assign to the Trustee all of its right, title and interest in the Lease Agreement and Subleases; and

WHEREAS, the 1982 Bonds are also secured by an irrevocable standby letter of credit (the "Letter of Credit") issued initially by M & I Marshall & Ilsley Bank of Milwaukee, Wisconsin (the "Bank"), for the benefit of the Trustee; and

WHEREAS, the Letter of Credit is issued pursuant to a credit agreement bearing even date between the Partnership and the Bank (the "Credit Agreement"); and

WHEREAS, the obligations of the Partnership under the Credit Agreement are secured by:

(a) a mortgage bearing even date, under which the Board grants to the Bank a mortgage on the land, building and certain equipment included in the Project (the "Credit Mortgage");

(b) a security agreement bearing even date, under which the Board gives to the Bank a security interest in certain personal property included in the Project (the "Credit Security Agreement");

(c) an assignment bearing even date by the Partnership to the Bank of all present and future subleases of the Project (the "Credit Assignment of Subleases");

(d) a guaranty agreement bearing even date, under which the Guarantor guarantees payment of the Partnership's obligations under the Credit Agreement (the "Credit Guaranty"); and

(e) an assignment bearing even date by the Board to the Bank of all its right, title and interest in this Lease Agreement (the "Credit Assignment of Lease Agreement"); and

WHEREAS, the Partnership, the Board, the Trustee, the Bank and the Guarantor have entered into an Agreement Respecting Offset and Additional Collateral Rights bearing even date (the "Five Party Agreement") under which certain amounts on deposit by the Partnership with the Bank are pledged to secure pro rata: (a) the Partnership's obligations to the Bank under the Credit Agreement, and (b) the obligations of the Partnership to the Board and the Board to the Trustee; and

WHEREAS, the Guarantor, as sublessee, and the Partnership, as sublessor, entered into a sublease of the Project (the "Sublease"), and the Guarantor has subordinated all of its rights under the Sublease to the liens of: (a) the Indenture pursuant to a subordination, attornment and non-disturbance agreement of even date with the Trustee (the "Subordination Agreement"), and (b) the Credit Mortgage and Credit Security Agreement pursuant to a subordination, attornment and non-disturbance agreement of even date with the Bank (the "Credit Sublease Subordination Agreement"); and

WHEREAS, the Partnership has subordinated all of its rights under the Lease Agreement to the liens of the Credit Mortgage and Credit Security Agreement pursuant to a subordination, attornment and non-disturbance agreement of even date with the Bank (the "Credit Lease Subordination Agreement"); and

WHEREAS, the New Jersey Economic Development Authority has issued its $2,000,000 Economic Development Revenue Bonds, Series of 1982 (Madison Heights Partnership - Hydro-Line Manufacturing Co., Tenant), bearing even date (together with any additional bonds, the "New Jersey Bonds"), under a trust indenture bearing even date with the Trustee (the "Indenture"); and

WHEREAS, the Bank has issued an irrevocable standby letter of credit to secure the New Jersey Bonds pursuant to a credit agreement (the "New Jersey Credit Agreement") bearing even date between the Partnership and the Bank; and

WHEREAS, the Partnership has granted mortgages and security interests bearing even date on the land, building and certain equipment included in the New Jersey project to secure the New Jersey Bonds (the "New Jersey Mortgage"), and to the Bank to secure the New Jersey Credit Agreement (the "New Jersey Credit Mortgage" and "New Jersey Credit Security Agreement"), respectively.

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WHEREAS, the Partnership has granted collateral mortgages and security interests bearing even date on the land, building and certain equipment and personal property included in the New Jersey project, subordinate to the New Jersey Mortgage and the New Jersey Credit Mortgage, to the Trustee to secure the Bonds (the "Collateral Mortgage"), and to the Bank to secure the Credit Agreement (the "Credit Collateral Mortgage" and the "Credit Collateral Security Agreement"), respectively.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Partnership and the Board hereby formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Terms Defined in Recitals. The following terms defined in the recitals of this Agreement shall have the meanings therein set forth:

Act
Agreement-Loan Agreement
Assignment of Leases
Bank
Bonds
Board
Collateral Mortgage
Credit Agreement
Credit Assignment of Lease Agreement
Credit Assignment of Subleases
Credit Collateral Mortgage
Credit Collateral Security Agreement
Credit Lease Subordination Agreement
Credit Guaranty
Credit Mortgage
Credit Security Agreement
Credit Sublease Subordination Agreement
Five Party Agreement
Guarantor
Guaranty
Indenture
New Jersey Bonds
New Jersey Credit Agreement
New Jersey Credit Mortgage
New Jersey Credit Security Agreement
New Jersey Indenture
New Jersey Mortgage
1982 Bonds
Note
Partnership
Project
State
Subleases
Subordination Agreement
Trustee

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Section 1.02. Other Definitions. As used in this Agreement, unless otherwise expressly provided or unless the context clearly requires otherwise:

Additional Rent means the rent payable by the Partnership pursuant to Section 2.06 hereof.

Annual Board Fee means a fee payable by the Partnership to the Board as follows: $800 on March 1, 1982, and $800 on each March 1 thereafter, so long as the Bonds are Outstanding.

Annual City Fee means a fee payable by the Partnership to the City of Hoover as follows: on or before December 31, 1982, and on or before each December 31 thereafter during the Lease Term an amount of $5,550 per year with the first of such payments being prorated from the time of closing to December 31, 1982 and the last of such payments being prorated from the date of the previous payment to the date of the final payment.

Basic Rent means the rent payable by the Partnership pursuant to Section 2.04 hereof.

Letter of Credit means the irrevocable letter of credit issued by the Bank to the Trustee with respect to the 1982 Bonds as the same may be from time to time transferred, assigned or reissued in accordance with its terms and any substitute letter of credit delivered to the Trustee pursuant to Section 5.20 of this Lease Agreement.

Lease Documents means the Lease Agreement and the Assignment of Subleases.

Lease Term means the term of this Lease Agreement and the lease hereunder as set forth in Section 2.08 hereof.

Property or Mortgaged Property means all "Mortgaged Property", as that term is defined in the Indenture.

Underwriter means Drexel Burnham Lambert Incorporated, investment bankers of New York, New York, acting as underwriter for the 1982 Bonds.

Terms used herein and not defined in this Article I have the meanings set forth in the Indenture unless the context clearly requires otherwise.

All definitions of documents herein include all amendments, modifications and supplements thereto. All definitions of persons or entities herein include their respective successors and assigns.

ARTICLE II

LEASE OF PROPERTY; SECURITY; RENTAL PAYMENTS; PREPAYMENT; LEASE TERM; OPTION TO PURCHASE PROPERTY

Section 2.01. Lease of Property. The Board hereby demises and leases to the Partnership, and the Partnership leases from the Board, the Property in accordance with the provisions of this Lease Agreement and upon and subject to the terms, conditions and provisions of this Lease Agreement to each of which the Board and the Partnership and each of them do hereby separately and severally covenant and agree.

Section 2.02. Security. As security for the obligations of the Partnership hereunder, the Partnership has executed and delivered to the Board the Lease Documents and the Five Party Agreement.

Section 2.03. Assignment of Lease Documents to Trustee. The Board hereby notifies the Partnership and the Partnership acknowledges that all of the Board's rights and benefits in this Agreement and other Lease Documents are being assigned and transferred to the Trustee under the Indenture to provide a source of payment of all interest and principal owing by the Board on the Bonds. The Partnership hereby approves the terms of the Indenture, consents to the assignment of the Lease Documents to the Trustee thereunder, acknowledges that the bondholders have purchased the Bonds in reliance upon such assignment and agrees that the Trustee, as assignee of the Board, shall have the right to enforce all of the covenants, agreements, duties and obligations of the Partnership contained in the Lease Documents.

Section 2.04. Basic Rent. Pursuant to the assignment of the Lease Documents to the Trustee, the Board hereby directs the Partnership to pay, or cause to be paid, Basic Rent directly to the Trustee, and directs the Trustee to apply such receipts as provided in the Indenture. The Partnership does hereby covenant and agree to pay Basic Rent in the following amounts:

(a) On May 20 and November 20 of each year, commencing May 20, 1982, an amount sufficient to cause the amount on deposit in the Revenue Fund (excluding amounts deposited with respect to principal) 91 days prior to the next interest payment date on the Bonds (and available for that purpose) to be not less than the amount of that installment of interest due on the Bonds;

(b) On November 20 of each year from 1982 to 1984, inclusive, and from 1991 to 1996, inclusive, an amount sufficient to cause the amount in the Revenue Fund (excluding amounts deposited with respect to interest) 91 days prior to the next principal payment date on the Bonds (available for that purpose) to be not less than the amount of such installment of principal due on the Bonds.

Such payments shall be made in lawful money of the United States of America at the Trustee's principal office in Green Bay, Wisconsin.

In addition to the payments of Basic Rent and Additional Rent, the Partnership agrees that the Trustee may apply all other moneys held under the Indenture in accordance with the terms thereof.

The Partnership further acknowledges that except for the obligation of the Trustee to credit amounts paid or recovered from the Lease Documents to the Board's debt evidenced by the Bonds the Board has no further interest in the Lease Documents, and the Trustee may grant extensions, forgivenesses, make amendments, release collateral and otherwise deal with the Partnership as the sole lessor hereunder, and the Trustee may start suit on the Lease Documents, initiate foreclosure proceedings on the Indenture, draw on the Letter of Credit or otherwise take action to recover amounts owing under the Lease Documents without first obtaining the consent of the Board or without joining the Board as a plaintiff. If the Board becomes entitled to any credits or refunds under the Bonds or Indenture, the same shall be credited or refunded to the Partnership under the Lease Documents.

Section 2.05. Prepayment. The Partnership shall have the right to prepay Basic Rent and Additional Rent to the same extent and on the same terms and conditions as the Board has the right to redeem the Bonds. In addition, the Trustee may, in accordance with the terms of the Indenture, apply insurance or condemnation proceeds, excess proceeds of the Bonds and certain other moneys to the redemption of the Bonds, provided such moneys constitute Eligible Sources under the Indenture. The Board covenants that it will not make any optional redemption of the Bonds without the prior written consent of the Partnership and the Bank. Amounts deposited by the Partnership with the Trustee to effect an optional redemption shall not be so applied by the Trustee until such amounts constitute Eligible Sourses. No consent is required for the Board to exercise its rights to accelerate the Basic Rent and Additional Rent and redeem the Bonds as a result of a Determination of Taxability under the Indenture.

Section 2.06. Additional Rent Payable by the Partnership. It is the intention of the Board and the Partnership that, notwithstanding any other provision of this Lease Agreement, the Board shall be entitled to receive Additional Rent from the Partnership at such times and in such amounts as will enable the Board to meet all of its obligations under the Bonds and Indenture, including all redemption provisions of the Bonds and any obligations surviving the Bonds' redemption, and including the entire principal balance of the Bonds, applicable premium, interest and all other amounts due upon the occurrence of a Determination of Taxability or on an acceleration of the Bonds' maturity pursuant to the terms thereof. Accordingly, the Partnership agrees (but such agreement shall not limit the generality of the preceding sentence) that (a) upon receipt of notice from the Trustee pursuant to Section 7.05 of the Indenture resulting from a Determination of Taxability, it shall pay to the Trustee the amount set forth in such notice at least 91 days before the redemption date of the Bonds specified in such notice, and (b) if any other amounts become payable by the Board to the Trustee or the holder of any of the Bonds pursuant to the terms thereof or the terms of the Indenture, then additional amounts shall be due and payable by the Partnership to the Board hereunder equal to any additional amounts that may be so payable by the Board, before or after payment of principal on the Bonds, all of which amounts shall be paid by the Partnership on the date that the comparable amounts are due by the Board to the Trustee pursuant to the Bonds or Indenture. The Partnership expressly acknowledges receipt of a copy of the Indenture, assumes all obligations of the Board thereunder and agrees to pay as Additional Rent all amounts and perform all obligations of the Board under the Indenture so that at all times there shall be no default thereunder. The Partnership further agrees to pay all costs of maintenance and repair, all taxes and assessments, insurance premiums and other costs and expenses concerning or in any way related to ownership, maintenance and use of the Property, or any part thereof, during the term of this Lease Agreement or any renewal thereof. The Partnership further agrees to pay as Additional Rent the Annual Board Fee and the Annual City Fee.

Section 2.07. Payments Unconditional; No Defense or Set-Off. The obligations of the Partnership to pay Basic Rent and all other amounts payable hereunder shall be absolute and unconditional without defense or set-off by reason of any default by the Board under this Agreement or under any other agreement between the Partnership and the Board or for any other reason, including, without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose or failure of the Board to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease Agreement, it being the intention of the parties that all Basic Rent and other amounts will be paid in full when due without any delay and will be received by the Board and the Trustee as a net sum without deductions, abatements, diminution or set-off of any kind whatsoever.

Section 2.08. Lease Term. The Lease Term of this Lease Agreement and of the lease herein shall begin as of the date hereof and, unless sooner terminated pursuant to Section 2.09 hereof or extended pursuant to Section 2.10 hereof, shall continue until midnight of March 1, 1997. The Board will deliver to the Partnership possession of the Property on the commencement date of the Lease Term, subject to the inspection and other rights reserved in this Lease Agreement, provided, however, the Board will be permitted such possession of the Property as shall be necessary and convenient for it to undertake and complete the Project, and provided further, the Board will be permitted such possession of the Property as shall be necessary and convenient for it to construct or install any additions or improvements and to make any repairs or restorations required or permitted to be constructed, installed or made by the Board pursuant to the provisions hereof.

Section 2.09. Termination of Lease Term. The Lease Term of this Lease Agreement shall terminate prior to March 1, 1997 if and at such time as: (a) the Indenture shall have been defeased pursuant to Section 15.01 of the Indenture, and (b) the Partnership shall have paid all Basic Rent, Additional Rent and any other amounts payable under this Lease Agreement; provided, however, that the Lease Term may be extended pursuant to Section 2.10 hereof.

Section 2.10. Extension of Lease Term. The Partnership and Board may, by mutual written agreement, extend the Lease Term for a period of ten years beyond the date on which it would otherwise expire or terminate under the provisions of Section 2.08 and 2.09.

Section 2.11. Option to Purchase the Property. Upon the expiration or termination of the Lease Term, the Partnership may have, and is hereby granted the option to, purchase the Property from the Board for a purchase price of $5,000.

Section 2.12. Conveyance on Exercise of Option to Purchase. At the closing of the purchase pursuant to the exercise of the option to purchase pursuant to Section 2.11 hereof, the Board will, upon receipt of the purchase price and a written request from the Partnership, deliver to the Partnership documents conveying to the Partnership the Property, subject to the following: (i) those liens and encumbrances, if any, to which title to said property was subject when conveyed to the Board; (ii) those liens and encumbrances created by the Partnership or to the creation or suffering of which the Partnership consented; or (iii) those liens or encumbrances resulting from the failure of the Partnership to perform or observe any of the agreements on its part contained in this Lease Agreement.

ARTICLE III

ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT - APPLICATION OF LOAN PROCEEDS

Section 3.01. Acquisition, Construction and Installation of the Project. Promptly following the issuance and sale of the Bonds and out of the principal proceeds derived therefrom, the Board will acquire the land described in Exhibit "A" hereto (unless it has already been acquired by the Board), will undertake the Project in accordance with plans and specifications therefor furnished to the Board by the Partnership, a copy of which plans and specifications the Partnership shall also file with the Trustee. The Board will make only such changes in the plans and specifications as may be desired by it. The Partnership may from time to time amend such plans and specifications in any manner desired by it, by furnishing changed plans and specifications to the Board with a copy to the Trustee. The Board will enter into, or accept the assignment of, such contracts as the Partnership may request in order to effectuate the purposes of this Section 3.01, but it will not execute any other contract or give any order for such construction or for the purchase of material, supplies or equipment unless and until the Partnership shall have approved the same in writing.

The Board will commence the Project as promptly as practicable, will continue construction and equipping with all reasonable dispatch, and will use its best efforts to cause the same to be completed as soon as practicable.

If, after the exercise of due diligence by the Board, it is impossible for the Board to construct, purchase or install any part of the Project which the Partnership hereby requests the Board to construct, purchase and install, the Board will notify the Partnership and Trustee in writing and the Partnership (a) will withdraw or modify the request in question, or (b) will itself effect the construction, purchase or installation so requested, for and in the name and on behalf of the Board, in which case the Partnership shall be entitled to reimbursement from the Construction Fund for the costs incurred by it in effecting such construction, purchase or installation.

The Board and the Partnership shall from time to time each appoint by written instrument filed with the Trustee an agent or agents authorized to act for each respectively in any or all matters relating to the construction and equipping of the Project and payments out of the Construction Fund. Either the Board or the Partnership may from time to time, by written notice also filed with the Trustee, revoke, amend or otherwise limit the authorization of any agent appointed by it to act on its behalf and designate another agent or agents to act on its behalf, provided that there shall be at all times at least one agent authorized to act on behalf of the Board, and at least one agent authorized to act on behalf of the Partnership.

The Partnership recognizes that since the plans and specifications for the Project have been prepared to its order, the Board can make no warranty, either express or implied, or offer any assurances that the Project will be suitable for the Partnership's purposes or needs or that the proceeds derived from the sale of the Bonds will be sufficient to pay in full all the Costs of the Project.

In the event of default of any contractor or subcontractor under any contract made by it in connection with the Project, the Board will promptly proceed (subject to the Partnership's advice to the contrary and at the Partnership's sole cost and expense), either separately or in conjunction with others, to exhaust the remedies of the Board against the contractor or subcontractor so in default and against his surety, if any, for the performance of such contract. The Board will advise the Partnership of the steps it intends to take in connection with any such default. If the Partnership shall so notify the Board, the Partnership may, in its own name or in the name of the Board, prosecute or defend any action or proceeding or take any other action involving any such contractor, subcontractor or surety which the Board deems reasonably necessary, and in such event the Board will cooperate fully with the Partnership and will take all action necessary to effect the substitution of the Partnership for the Board in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing prior to the completion of the Project shall, after payment of all costs and expenses, including reasonable attorney's fees incurred in connection with the foregoing, be paid into the Construction Fund.

Upon completion of the Project or at any time prior thereto upon the request of the Partnership, so long as it is not in default hereunder, the Board will assign to the Partnership all warranties and guaranties of all contractors, subcontractors, suppliers, architects and engineers for the furnishing of labor, materials or equipment or for supervision or design in connection with the Project and any rights or causes of action against any of the foregoing.

The Board has authorized the issuance of the Bonds for the purpose of financing the Project and all disbursements of the proceeds of the Bonds shall be made at the times, to the persons, subject to the conditions and in accordance with the procedures set forth in Sections 2.12 and 4.03 of the Indenture. The Partnership agrees that the sums disbursed from the settlement account under Section 2.12 of the Indenture and sums requisitioned from the Construction Fund will be used only for the Costs of the Project and only for Proper Charges, as defined in the Indenture, or to reimburse the Partnership for moneys advanced by the Borrower to the Board to pay such Costs and Proper Charges, and will not be used for any other purpose. The Partnership agrees that, upon request of the Board, it shall supply to the Board such documentation as will enable the Board to determine that the proceeds of the Bonds have been and will be applied solely to Costs of the Project and Proper Charges. The Partnership approves the Project Budget filed with the Trustee pursuant to the Indenture, agrees to perform and be bound by all of the provisions of the Indenture that are to be performed by and be binding upon the Board and to pay on behalf of the Board all payments required of the Board under the Indenture.

Section 3.02. Partnership Required to Pay if Proceeds of the Bonds Insufficient. If the proceeds of the Bonds available for payment of the Costs of the Project are not sufficient to pay all costs in full, the Partnership agrees to complete the Project and to pay that portion of the cost in excess of the proceeds of the Bonds available therefor. The Partnership may make such additional payments either directly to the construction contractors or the suppliers of materials and equipment as the same shall become due, or the Partnership shall pay into the Construction Fund the moneys necessary to complete the Project in which case the Board will proceed to complete the Project and the cost thereof will be paid from the Construction Fund. No warranty, either express or implied, is made by the Board or the Trustee that the proceeds of the Bonds available for payment of the Costs of the Project will be sufficient to pay all of the Costs. The Partnership agrees that if the Partnership should pay any portion of the Cost of the Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement or credit therefor from the Board or the Trustee. The Partnership agrees to deposit in the Construction Fund, concurrently with the execution of this Agreement, an amount of cash equal to the difference, if any, between (a) the amounts then reasonably estimated to be required for financing the Costs of the Project as set forth in the Project Budget, and (b) the amounts estimated to be available therefor in the Construction Fund from the proceeds of the Bonds, including anticipated earnings on funds held by the Trustee.

Section 3.03. Covenant as to Partnership's Expenses. The Partnership represents and covenants that no expenses for supervision by the officers or employees of the Partnership or any of its subsidiaries or affiliates and no expenses for work done by such officers or employees in connection with the Project are or will be included in the costs of the Project other than such as do not exceed the lesser of the actual costs thereof or the amount treated on its books as capital expenditures in accordance with generally accepted accounting principles applied on a consistent basis.

Section 3.04. Governmental Approvals. The Board covenants that it will obtain or cause to be obtained all necessary approvals from any and all governmental agencies requisite to the acquisition, construction and installation of the Project, and that the Project will be acquired, constructed and installed in compliance with all federal, state and local laws, ordinances and regulations applicable thereto. The Partnership will obtain or cause to be obtained all required occupancy permits and licenses from appropriate authorities authorizing the occupancy and use of the Project for the purposes contemplated by the Partnership.

Section 3.05. Completion of Project. The Board shall construct the Project with due diligence, shall not delay or suspend work on the Project except for reasons beyond its control and shall complete the Project on or before July 31, 1983. Completion shall be evidenced by a written certificate of the Architect that the Project has been substantially completed and a certificate of occupancy from the governmental agency having jurisdiction, both of which shall be filed with the Board and Trustee. Such Architect's certificate shall state that, as of the date thereof, except for amounts retained by the Trustee at the Board's direction for any cost of the Project not then due and payable or if due and payable not then paid, (i) the Project has been substantially completed in accordance with the plans and specifications, (ii) all labor, services, materials and supplies used in the Project have been paid for, (iii) the Project is ready for operation for the intended purposes, (iv) all costs and expenses incurred in the construction of the Project have been paid, and (v) all conditions of governmental approvals for construction and occupancy of the Project have been satisfied. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Partnership and Board will cooperate with one another in causing such certificate to be furnished to the Trustee. Any proceeds of the Bonds not required for costs of the Project shall be applied as provided in the Indenture.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE BORROWER

The Partnership represents and warrants to the Board and the Trustee and the holders of the Bonds that:

Section 4.01. Organization, Powers, etc. The Partnership (a) is a partnership duly organized, validly existing and in good standing under the laws of the State of Illinois and is qualified to do business in the State, (b) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (c) has the power to execute and perform all the undertakings of the Lease Documents.

Section 4.02. Execution of Documents. The execution and performance of the Lease Documents by the Partnership (a) have been duly authorized by all the general partners of the Partnership, (b) will not violate or conflict with any provision of law, rule or regulations, any order of any court or other agency of government or any provision of the Partnership's partnership agreement, (c) is not prevented, limited by or in conflict with, and will not result in a breach of or default under, any indenture, agreement or other instrument to which the Partnership is a party or by which it or any of its property is bound, and (d) will not result in the creation or imposition of any charge or encumbrance of any nature, other than the liens created pursuant to this Agreement.

Section 4.03. Litigation. There is, to the knowledge of the Partnership, no action, suit, or proceeding at law or in equity by or before any court, governmental instrumentality or other agency now pending, or, threatened against or affecting it, or any of its properties or rights, wherein an unfavorable decision, ruling or finding would materially impair Partnership's right to carry on its business substantially as now conducted or would materially adversely affect its financial condition or ability to carry out its obligations hereunder, or the validity or enforceability of the Lease Documents.

Section 4.04. Operation of Property. The operation of the Property for manufacturing purposes and otherwise in the manner presently contemplated, will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Property is in compliance with all federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of the Lease Documents or the performance of the Partnership's obligation thereunder have been obtained.

Section 4.05. No Material Adverse Change. There has been no material adverse change in the financial condition of the Partnership from the date of the latest date of the financial statements of the Partnership submitted to the Underwriter and included in the Placement Memorandum for the 1982 Bonds.

Section 4.06. Important Inducement. The availability of the financial assistance by the Board as provided herein has been an important inducement to the Partnership to undertake the Project.

Section 4.07. No Outstanding Industrial Revenue Bonds. There is outstanding no issue, other than the Bonds, of industrial revenue bonds, as defined in Section 103 of the Internal Revenue Code of 1954, as amended, and the regulations thereunder (the "Code") the proceeds of which have been or will be used with respect to facilities, the principal user or users of which are or will be the Partnership, or any lessee of the Project or any related person or persons (as defined in Section 103 of the Code) and which are or will be wholly or partially located in the City of Hoover, Alabama.

Section 4.08 No Untrue Statements. Neither the Lease Documents or the Placement Memorandum prepared in connection with the limited institutional offering of the Bonds by the Underwriter, nor any other document, certificate or statement furnished to the Trustee, the Underwriter or the Board by or on behalf of the Partnership contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not materially misleading or materially incomplete. It is specifically understood by the Partnership that all such statements, representations and warranties shall be deemed to have been relied upon by the Board as an inducement to enter into this Lease Agreement and by the Bondholders as an inducement to purchase the Bonds.

Section 4.09. Principal User. No person or entity other than the Partnership and the Guarantor as sublessee under the presently existing sublease of the entire Property has any ownership, leasehold or other interest in the Property which would cause any such person or entity to be considered a "principal user" of such facilities within the meaning of Section 103(b) of the Code.

Section 4.10. Tax Status of Bonds. The Partnership has not taken and will not take any action and knows of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Bonds to be includable in the gross income of the recipients thereof for federal income tax purposes.

ARTICLE V

COVENANTS OF BORROWER

The Partnership covenants and agrees, so long as this Lease Agreement shall remain in effect, as follows:

Section 5.01. Operation of Property. The Partnership will at all times preserve and protect the Property in good repair, working order and safe condition, and from time to time will make, or will cause to be made, all needed and proper repairs, renewals, replacements, betterments and improvements thereto including those required after a casualty loss. The Partnership shall pay, or cause to be paid, all operating costs, utility charges and other costs and expenses arising out of the ownership, possession, use or operation of the Property.

Section 5.02. Concerning the Project - Compliance with Laws. The Partnership shall operate or cause the Property to be operated as an authorized project for a purpose and use as provided for under the Act until the expiration or earlier termination of the Lease Agreement.

The Partnership covenants and agrees that it will comply in good faith with all laws, ordinances and regulations, including but without limitation, all building, zoning and environmental laws, ordinances and regulations of any duly constituted authority which hereafter in any manner may affect the Property or the use thereof. The Partnership shall have the right in good faith to contest or appeal from such laws, ordinances and regulations and any decision adverse to the Partnership based thereon, but all costs, fees and expenses incurred in connection with such proceedings shall be borne by the Partnership.

Section 5.03. Payment of Taxes and Other Charges. The Partnership will pay and discharge, or cause to be paid and discharged, promptly all taxes, assessments and governmental charges or levies imposed upon it or in respect of the Property before the same shall become in default, as well as all lawful claims which, if unpaid, might become a lien or charge upon the Property or any part thereof.

The Partnership may, at its own expense and in good faith, in its own name and behalf or in the name and behalf of the Board, contest any such taxes, assessments, charges, claims or demands and, in the event of any such contest, may permit the taxes, assessments, charges, claims and demands so contested to remain unpaid during the period of such contest and any appeal therefrom, if either (1) there shall be deposited with the Trustee an amount of cash, or a surety bond in form and substance satisfactory to the Trustee, in an amount sufficient to satisfy such tax, assessment, charge, claim or demand, including any interest and penalties thereon, or (2) the party claiming a lien by reason of such taxes, assessments, charges, claims or demands has executed an agreement in recordable form satisfactory to the Trustee subordinating such lien to the lien and security interest created by the Indenture; provided, however, that if the Trustee shall notify the Partnership that, in the opinion of counsel, by nonpayment of any such items the lien of the Indenture will be materially endangered or the Property or any part thereof will be subject to loss or forfeiture, the Partnership shall promptly pay such taxes, assessments, charges, claims or demands. The Partnership shall keep the Trustee informed, by notice in writing not less often than once every thirty (30) days of the status of such contest.

No owner of the Property shall be entitled to any credit against any payment of principal or interest hereunder by reason of the payment of any tax thereon.

Section 5.04. Alteration, Additions, Removals. The Partnership will not make any structural alterations or any additions to the Mortgaged Property or cause or permit any building, structure or improvement or other property now or hereafter covered by the lien of the Indenture and comprising part of the Mortgaged Property to be removed, or demolished in whole or in part, or any personal property comprising part of the Mortgaged Property to be removed, severed or destroyed, without the prior written consent of the Board and the Trustee. All alterations and additions approved by the Trustee shall become part of the Mortgaged Property subject to the lien of the Indenture. Notwithstanding the foregoing, the Partnership may direct the Board to remove any part of the personal property, and it shall thereafter be free of any security interest or lien created hereby, on condition that simultaneously with, or prior to, such removal of such part of the personal property shall be replaced with other property to perform the function of the property removed and of a value at least equal to that of the replaced property and free from any title retention or security agreement or other encumbrance, other than Permitted Encumbrances. By such removal and replacement, the Partnership shall be deemed to have subjected such equipment to the lien of the Indenture. The Partnership will not abandon or cause or permit waste to the Mortgaged Property.

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The Partnership covenants that no alteration, addition, removal, demolition or substitution consented to or permitted under the Indenture shall be undertaken unless the same is also consented to or permitted under the terms of the Indenture and the Credit Mortgage or Credit Security Agreement, as the case may be, and will not change or otherwise affect the lien priority of the Indenture and such other instruments with respect to any of the Mortgaged Property, including any such addition, alteration or substituted property.

Section 5.05. Repairs and Maintenance. Throughout the term of the Indenture, the Partnership, at its sole cost and expense, will take good care of the Mortgaged Property and the sidewalks, curbs and vaults, if any, adjoining the Mortgaged Property and will keep the same in good order and condition, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and unforeseen and foreseen. All repairs made by the Partnership shall be equal in quality and class to the original work. The necessity for and adequacy of repairs to the buildings and improvements pursuant to the Indenture shall be measured by the standard which is appropriate for structures of similar construction and class, provided that the Partnership shall in any event make all repairs necessary to avoid any structural damage or injury to the buildings and improvements to keep the buildings and improvements in a proper condition for their intended uses.

Section 5.06. <u>Compliance with Code</u>. The Partnership shall at all times do and perform all acts and things necessary or desirable in order to assure that interest paid on the Bonds shall, for the purposes of Federal income taxation, be excludable from the gross income of the recipients thereof and exempt from such taxation, except in the event that such recipient is a "substantial user" of the Property or "related person" within the meaning of section 103 of the Code. Without limiting the generality of the foregoing, the Partnership shall file the statements of Section 103(b)(6)(D) capital expenditures at the times and places required under the Code and regulations thereunder, if applicable.

The Partnership covenants that if it receives any written notice or advise described in the definition of "Determination of Taxability" in the Indenture, it shall immediately send a copy thereof to the Board, the Trustee and the Bank.

The Partnership and Board covenant that they shall not permit at any time or times any of the proceeds of the Bonds to be used, directly or indirectly, to acquire any asset or obligation the acquisition of which would cause the Bonds to be "arbitrage bonds" for the purposes of section 103(c) of the Code and the regulations promulgated or proposed thereunder.

Section 5.07. <u>Approval of Sublessees by the Board</u>. The Partnership shall, prior to subleasing or consenting to the further subleasing or assigning of any Subleases of the Property or any part thereof cause to be furnished to the Board by certified mail, return receipt requested, an application for financial assistance then in use by the Board, completed and executed by the proposed sublessee. The Board will have twenty (20) days after receipt, excluding Saturdays, Sundays, and public holidays, to either approve or disapprove such subleases or assignments. Upon disapproval of any prospective sublessee by the Board, the Partnership may not sublease or consent to the subleasing or assignment of any Sublease or any portion of the Property to such proposed sublessee. If the Board takes no action within the abovementioned 20-day period after receipt of the application, said prospective sublease shall be deemed to be approved by the Board. The Board hereby approves the Guarantor as a sublessee of the Property.

Section 5.08. <u>Inspection of the Property</u>. The Partnership agrees that the Trustee and the Board and their duly authorized representatives shall have the right at all reasonable times to enter upon and to examine and inspect the Property and shall also be permitted, at all reasonable times, to examine the books and records of the Partnership insofar as they relate to the Project or the Property.

Section 5.09. <u>Certificate of No Default</u>. The Partnership agrees to deliver annually to the Board, the Trustee and the Bank a certificate of a partner of the Partnership to the effect that he is not aware of any condition, event or act which constitutes an Event of Default (as hereinafter defined), and no condition, event or act which, with notice or lapse of time, or both, would constitute such an Event of Default, or if any such condition, event or act exists, specifying the same. The Partnership further agrees to notify the Board, the Trustee, the Bank and the Underwriter as soon as possible and in any event within ten (10) days of an occurrence of an Event of Default or any condition, event or act which, with notice or lapse of time, or both, would constitute such an Event of Default and the action which the Partnership proposes to take with respect thereto.

Section 5.10. Costs and Expenses. All expenses in connection with the preparation, execution, delivery, recording and filing of the Lease Documents and in connection with the preparation, issuance and delivery of the Bonds, the Board's financing fee, the fees and expenses of the Board's counsel and the fees and expenses of Saul, Ewing, Remick & Saul, Bond Counsel, shall be paid by the Partnership out of the proceeds of the Bonds as costs of the Project or directly by the Partnership. The Partnership shall also pay all costs and expenses incurred respecting this financing by the Trustee, whether incurred heretofore or hereafter in the making, administration, enforcement and collection of any payments hereunder or the Bonds, including, inter alia, all recording and filing charges, transfer or other taxes, premiums for title and other insurance, reasonable fees and expenses of the Trustee and its legal counsel and the cost of inspections or surveys made by an independent engineer or architect employed by Trustee.

Section 5.11. Indemnification. The Partnership agrees to indemnify and hold harmless the Trustee, the Board, the Underwriter, any person who "controls" the Trustee or the Board or the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, officer, official, employee, and attorney of the Board, the Underwriter, the State or the Trustee (collectively called the "Indemnified Parties") against any and all losses, claims, damages or liabilities caused by any untrue statement or omission of a material fact contained in the Private Placement Memorandum for the Bonds or other information submitted to the Board, to the Underwriter, or to the Trustee by the Partnership with respect to the issuance and purchase of the Bonds or the Lease Documents or caused by any omission of any material fact necessary to be stated therein in order to make such statements to the Board, the Underwriter, or the Trustee not materially misleading or incomplete.

In addition, the Partnership agrees that the Indemnified Parties shall not be liable for and covenants and agrees to protect, exonerate, defend, indemnify and save them harmless from and against any and all costs, damages or liabilities which may arise out of issuing the Bonds or the Lease Documents or the Credit Mortgage or the Credit Security Agreement, and from any and all claims, damages, suits and actions by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any act, failure to act, condition, happening or occurrence whatsoever with respect to the Mortgaged Property or arising from any breach or default on the part of the Partnership or the Board in the performance of any covenant or agreement to be performed pursuant to the terms of this Agreement, the Indenture, the Credit Mortgage or the Credit Security Agreement, including but not limited to any covenant, condition or restriction now of record affecting the Mortgaged Property or arising from any act or negligence of the Partnership or any agents, contractors, servants, employees or licensees, performing work with respect to the Project or arising from any accident, injury or damage whatsoever, caused to any person, firm or corporation during the term of this Agreement, in or about the Mortgaged Property or adjoining the same; and from and against all costs, counsel fees, expenses and liabilities incurred in or about the defense of any such claims or action or proceedings brought thereon.

In case any action shall be brought against one or more of the Indemnified Parties based upon any of the above and in respect of which indemnity may be sought from the Partnership, such Indemnified Parties shall promptly notify the Partnership in writing, and the Partnership shall assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Parties unless the employment of such counsel has been specifically authorized by the Partnership. The Partnership shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Partnership or if there be a final judgment for the plaintiff in any such action, the Partnership agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment.

The provisions of this Section shall survive repayment of the Bonds and the obligations under the Lease Documents.

Section 5.12. Existence of Partnership. The Partnership shall maintain its existence as a general partnership with its present partners while both of the present partners are living, and upon the death of one of them, with the surviving partner as a general partner, or dissolve with the survivor assuming all of the Partnership's obligations to the Board.

Section 5.13. No Liens or Mortgages. Except for the Permitted Encumbrances, the Partnership shall not create, grant or permit any lien, encumbrance or security interest on the Property without the prior written consent of the Trustee and the Bank and if any such lien, encumbrance, security interest or charge is filed or asserted, the Partnership shall, within thirty (30) days after receipt of notice of the filing or the assertion thereof, cause the same to be discharged (and satisfied or released of record, if applicable), or effectively prevent the enforcement or foreclosure thereof against the Property by contest, payment, deposit, bond, order of Court or otherwise.

Section 5.14. Advances by Board or Trustee. In the event Partnership fails to take out or maintain the full insurance coverage required by this Agreement, fails to pay the taxes and other charges required to be paid hereunder at or prior to the time they are required to be paid, or fails to keep the Property in good order and repair and in safe condition or fails to perform any other obligation under this Agreement or other Lease Documents, the Board or the Trustee, upon ten (10) days prior notice to the Partnership, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same, pay such taxes or other charges or make such repairs, renewals and replacements as may be necessary to maintain the Property in good order and repair and in safe condition, and pay such other amounts as are necessary to perform the Partnership's obligations. All amounts so advanced shall become an additional obligation of the Partnership to the Board or Trustee, as the case may be, which amounts, together with interest thereon at the rate of 12% per annum, from the date advanced, the Partnership agrees to pay. Any remedy vested in the Board or the Trustee for the collection of lease rental payments hereunder shall also be available for the collection of all such amounts so advanced.

Section 5.15. Access to the Project - Books and Records. The Board and Trustee shall have the right to inspect the Project and the work in progress during construction and the plans, drawings and records with respect to the Project, including contracts and subcontracts, at reasonable times and in such manner as will not interfere with the use of the Project or the work in progress or persons performing this work. The Partnership shall keep proper books, records and accounts in which complete and correct entries shall be made of its transactions relating to the Project under this Lease Agreement and the Indenture all of which at reasonable times shall be subject to the inspection of the Board and the Trustee.

Section 5.16. Letter of Credit. So long as any of the 1982 Bonds shall remain outstanding, the Partnership shall obtain, deliver to the Trustee and cause to be in effect the irrevocable standby Letter of Credit substantially in the form initially issued by the Bank. The issuer of the Letter of Credit shall be the Bank or such other bank or financial institution as shall be acceptable to the Trustee and shall have a credit rating sufficient to cause the 1982 Bonds to be rated "A" or higher by Standard & Poor's Corporation or its successor.

ARTICLE VI

INSURANCE REQUIREMENTS, DAMAGE, DESTRUCTION AND CONDEMNATION

Section 6.01. Property Insurance Required. The Partnership agrees, at its sole cost and expense, to keep the Property, including all buildings, structures, improvements and personal property, insured at all times throughout the term of this Agreement (including any period or periods of time during which any buildings, structures and improvements are in the course of remodeling, reconstruction or restoration) and to furnish the following to the Board and the Trustee:

A. Policies of insurance against loss or damage by fire, lightning, windstorm, explosion, riot, riot attending a strike, civil commotion, damage from aircraft and vehicles, and smoke damage and loss or damage from such hazards as are presently included in so-called "extended coverage" policies in Alabama and against vandalism and malicious mischief and against such other insurable hazards (including war risk when and if available) as, under good insurance practices, from time to time are insured against for similar properties in the State. The amount of such insurance shall be at least 100% of the Full Replacement Value of the Property without deduction for depreciation. Each policy shall contain a "Replacement Cost Endorsement".

B. Title insurance in the amount of the Bonds insuring the first priority of the lien of the Indenture on the Property, subject only to Permitted Encumbrances.

C. Flood hazard insurance or evidence that it is not required by law for the Mortgaged Property.

D. Such other insurance on the Mortgaged Property, or any replacements or substitutions therefor, or additions thereto, and in such amounts as may from time to time be required by the Trustee or the Bank, on advice of an Insurance Consultant, against other insurable hazards or casualties which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height and type of buildings and improvements, their construction, location, use and occupancy.

All policies of insurance required under this Section 6.01 shall be for the benefit of the Partnership and the Board as their interests may appear with loss payable to the Trustee, except that the title insurance required under Paragraph B shall be a Mortgagee's policy with the Trustee as the named insured.

The Partnership may effect for its own account any insurance not required under the provisions of this Agreement, but any insurance effected on the Property, whether or not required hereunder, shall include a Non-Contributory Mortgagee Clause in favor of and satisfactory to the Trustee and the Bank, and shall be subject to all other provisions of this Article VI hereof.

All property insurance shall be subject to the approval of the Trustee and the Bank as to insurance companies, amounts, content and form of policies and expiration dates. Such policies shall provide for the payment of all costs and expenses incurred by the Trustee in the event of any contested claim, if such coverage is available.

The Partnership will deliver the originals of all such policies (or certificates evidencing insurance if the policies are master policies) to the Trustee, and, not less than fifteen (15) days prior to the expiration date of each such policy, will deliver to the Trustee a renewal policy or policies (or certificates evidencing insurance if the policies are master policies) marked "premium paid" or accompanied by other evidence of payment satisfactory to the Trustee. The Partnership will not permit any condition to exist on the Property which would wholly or partially invalidate the insurance thereon.

Section 6.02. Liability Coverages Required. The Partnership at its own cost and expense will provide and keep in force during the term of this Agreement, workmen's compensation insurance, all other insurance, if any, required to be maintained under the laws of Alabama and comprehensive general liability insurance with minimum limits of liability in such amounts as is customary and reasonable for companies in the same or similar businesses and with comparable locations and facilities. Such insurance shall cover the entire Property, including elevators, hoists, sidewalks, passageways and other property in or about the adjoining streets. In addition, the Partnership, at its expense, shall provide and keep in force whenever restoration or major alterations to the Property are being performed, policies of contingent public liability insurance protecting the Partnership, the Board and contractors. Such contingent liability insurance shall be a public liability policy covering at least the hazards of all phases of the construction being performed by the Partnership, the Board or its contractors, the hazards arising from the ownership and possession of the Property, and the hazards of any operations, other than construction, being carried on by the Partnership, the Board on any part of the Property during the construction period.

Evidence of the existence of the insurance required under this Section 6.02 shall be filed with the Trustee.

The proceeds of all public liability insurance shall be applied to the payment of any judgment, settlement or liability incurred for risks covered by such insurance.

Section 6.03. General Insurance Provisions. All policies of insurance required under this Agreement shall contain provisions complying with the requirements hereof and shall be issued by a nationally recognized, responsible insurance company, qualified to write such policies under the laws of the State. All insurance as to form, amount and insurance company shall be satisfactory to the Board and the Trustee. All policies shall require that no less than ten (10) days' written notice of cancellation or material change will be given to the Board and the Trustee. All cost of insurance shall be borne by the Partnership. Renewal policies, together with evidence of payment of premiums, shall be deposited with the Trustee at least thirty (30) days before the expiration of the prior existing policies. All insurance is required commencing from the date hereof and is to be continued throughout the term of this Agreement. The Partnership shall not violate or permit to be violated any of the conditions of the policies of insurance required to be maintained hereunder.

Section 6.04. Damage, Destruction or Condemnation - No Abatement of Payments. Damage to or destruction of all or any portion of the Property by fire or any other cause, or taking of all or a portion of the Property by condemnation so as to prevent the continued use thereof shall not terminate this Agreement or cause any abatement of or reduction in the payments to be made by the Partnership hereunder, or otherwise alter the obligations of the Partnership as set forth herein.

Section 6.05. Damage or Destruction. In case of damage to or destruction of the Mortgaged Property or any part thereof, the Partnership shall promptly give written notice thereof to the Board and the Bank. All insurance proceeds payable on account of damage or destruction to the Mortgaged Property shall be paid to the Trustee and the amount thereof, less the actual costs, fees and expenses, if any, incurred in connection with adjustment of the loss shall be applied to one of the following purposes:

(a) At the option of the Partnership with the consent of the Bank, to the prompt and diligent repair, rebuilding or restoration of that portion of the Mortgaged Property damaged or destroyed. Regardless of the amount of any such damage or destruction, and regardless of the sufficiency of the insurance proceeds received on account thereof, if any, the Partnership shall restore, repair, replace, rebuild or alter the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction or with such alterations as may be made with the Bank's approval. If the option to restore pursuant to this subparagraph (a) is exercised and the restoration is completed to the satisfaction of the Trustee and the Bank in accordance with the terms of the Indenture without exhausting the insurance proceeds, the balance of such proceeds, to the extent the same constitutes Eligible Sources (as defined in the Indenture) shall be applied to the partial redemption of Bonds in accordance with the terms thereof and of the Indenture.

(b) At the option of the Partnership with the consent of the Bank, to the redemption of the Bonds, as a whole in accordance with the terms of the Indenture. To the extent the insurance proceeds are insufficient to redeem the Bonds, as a whole, the Partnership shall deposit sufficient additional moneys with the Trustee to effect such redemption and discharge the Indenture.

Section 6.06. Condemnation. In the event that the Mortgaged Property or any part thereof shall be taken in condemnation proceedings or by exercise of any right of eminent domain (hereinafter collectively called "condemnation proceedings"), the Partnership and the Board shall have the right to participate in any such condemnation proceedings and the award that may be made in any such proceeding or the proceeds thereof shall be deposited with the Trustee and applied in the manner set forth in this Article VI and in the Indenture. The Partnership shall promptly give written notice of any condemnation proceedings to the Board and the Bank. Condemnation awards resulting from condemnation proceedings shall be paid to the Trustee as provided in the Lease Agreement and the amount thereof, less actual costs, fees and expenses, if any, in connection with the collection of such awards, shall be applied to one of the following purposes:

(a) At the option of the Partnership with the consent of the Bank, to the repair, rebuilding, restoration or alteration of any part of the Mortgaged Property not taken or destroyed as a result of any such taking and/or to the acquisition, by construction or otherwise, of other lands or improvements suitable for the Partnership's operations at the Mortgaged Property, all of which shall be deemed part of the Mortgaged Property. If the option to restore pursuant to this subparagraph (a) is exercised and the restoration is completed to the satisfaction of the Trustee and the Bank in accordance with the terms of the Indenture without exhausting the condemnation proceeds, the balance of such proceeds, to the extent the same constitutes Eligible Sources (as defined in the Indenture) shall be applied to the partial redemption of Bonds in accordance with the terms thereof and of the Indenture.

(b) At the option of the Partnership with the consent of the Bank, to the redemption of the Bonds, as a whole in accordance with the terms of the Indenture. To the extent the condemnation awards are insufficient to redeem the Bonds as a whole, the Partnership shall deposit sufficient additional moneys with the Trustee to effect such redemption and discharge the Indenture.

Section 6.06. Certificate of Insurance Consultant. The Partnership covenants to furnish to the Trustee on or before the execution and delivery hereof, and thereafter at least thirty (30) days prior to the beginning of each third fiscal year, a written certificate of an Insurance Consultant, setting forth amounts and types of insurance maintained by the Partnership or construction contractors, as the case may be, and stating whether in the opinion of such Insurance Consultant, such insurance then in force is adequate and in compliance with the terms hereof, and stating the amounts and types of insurance which should be maintained during the next ensuing fiscal year. The Partnership covenants to maintain such amounts and types of insurance in accordance with the recommendations of the Insurance Consultant. The failure to maintain any insurance required hereunder shall not be an event of default if there is on file with the Trustee a certificate of an Insurance Consultant, dated within three (3) years, to the effect that such insurance is not available on reasonable terms and is not commonly carried for comparable properties or operations.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Any one or more of the following events shall constitute an event of default hereunder (an "Event of Default"):

(a) The failure of the Partnership to make any payment of Basic Rent on or before the 91st day prior to the next Bond payment date; or

(b) The failure of the Partnership to make payment of the amount specified in notice from the Trustee pursuant to Section 7.05 of the Indenture when the same is due and payable pursuant to Section 2.06 hereof; or

(c) The occurrence of an Event of Default under the Indenture; or

(d) The Partnership or Guarantor shall commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect); or

(e) A petition shall be filed against the Partnership or Guarantor in any involuntary case under such Bankruptcy Code; or

(f) Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with the Lease Agreement shall prove to have been false or misleading in any material respect when made; or

(g) Default in the due observance or performance of any covenant or agreement on the part of the Partnership required to be observed or performed pursuant to the terms hereof and such default shall continue unremedied for thirty (30) days after notice thereof to the Partnership, or for such shorter period of time as may be specified in the relevant document; or

(h) The Partnership or Guarantor shall (1) apply for or consent to the appointment of a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (2) be generally unable to pay their debts as such debts become due; (3) file a petition seeking to take advantage of any law, other than the United States Bankruptcy Code (as now or hereafter in effect), providing for the relief of debtors; (4) make a general assignment for the benefit of creditors; (5) take any corporate action for the purpose of effecting any of the foregoing; or

(i) A proceeding or case shall be commenced against the Partnership or Guarantor without its application or consent in any court of competent jurisdiction, seeking (1) the liquidation, dissolution, winding up, or composition or readjustment of the debts; (2) the appointment of a trustee, receiver, custodian, liquidator or the like of all or any substantial part of its assets; (3) similar relief in respect under any law providing for the relief of debtors.

The occurrence of an event under paragraphs (f), (g), (h) or (i) of this Section 7.01 shall not constitute an Event of Default hereunder unless the Bank declares in writing to the Partnership, Board and Trustee that such an event constitutes an Event of Default hereunder.

Section 7.02. Remedies. Upon the occurrence of an Event of Default, the Trustee, as assignee of the Board, shall declare the entire Basic Rent and Additional Rent for the remainder of the Lease Term to be due and payable forthwith, whereupon the Basic Rent and Additional Rent shall become forthwith due and payable without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived, anything contained herein or elsewhere to the contrary notwithstanding. Upon such declaration and at any time thereafter during the continuation of the Event of Default, the Trustee, as assignee of the Board, may take one or more of the following remedial steps:

(a) The Board or the Trustee may reenter and take possession of the Property, without terminating this Lease Agreement, exclude the Partnership from possession thereof and sublease the Property or any part thereof, for the account of the Partnership, holding the Partnership liable for the difference in the rent and other amounts payable by such sublessee in such subleasing and the rents and other amounts payable by the Partnership hereunder;

(b) The Board or the Trustee may, at their option, terminate this Lease Agreement, exclude the Partnership from possession of the Property and, if the Board or Trustee elect so to do, lease the same for the account of the Board holding the Partnership liable for all rent due up to the date such lease is made for the account of the Board;

(c) Take any action at law or in equity to collect the payments then due and thereafter to become due under this Lease Agreement or to enforce performance and observance of any obligation, agreement or covenant of the Partnership under the Lease Agreement or other Lease Documents;

(d) After ten (10) days notice to the Partnership, perform for the account of the Partnership any covenant in the performance of which the Partnership is in default or make any payment for which the Partnership is in default. The Partnership shall pay to the Board and the Trustee upon demand any amount paid by them in the performance of such covenant and any amounts which shall have been paid by reason of failure of the Partnership to comply with any covenant or provision of this Agreement, including reasonable counsel fees incurred in connection with prosecution or defense of any proceedings instituted by reason of default of the Partnership, shall bear interest at the annual rate of twelve percent (12%) from the date of payment by the Board or the Trustee until paid by the Partnership and shall be secured by the Mortgage and other collateral pledged hereunder;

(e) Discontinue disbursement of any portion of the proceeds of the Bonds and set off amounts held in the Construction Fund against this indebtedness;

(f) Pay or perform any obligation on behalf of the Partnership in connection with the Project and otherwise proceed with the Project through such contractors or suppliers as the Board or the Trustee may select, and in addition to other rights and remedies which the Board or the Trustee may have, at any time thereafter take possession of the Property together with all materials, equipment and improvements thereon whether affixed to the realty or not and perform any and all work and labor necessary to complete the improvements substantially according to the plans and specifications. The Trustee may waive the signing of requisitions under the Indenture, and may employ watchmen to protect them from depreciation or injury;

(g) Guarantee payment of any account for labor or materials employed in construction of the Project and upon the issuance of any such guarantee, appropriate from and charge to any disbursements to be made under the Indenture a sum equal to the amount guaranteed, and make payment to the person or entity in whose favor any such guarantee is issued without any order or authorization from the Partnership, or any other party; and

(h) Exercise any other remedy against any guarantor, lessee or any other party or property as permitted by any document delivered in connection with this financing or by law.

To implement the remedies of the Trustee, as assignee of the Board, under paragraphs (f) and (g) above, the Partnership hereby constitutes the Trustee and any contractor authorized or employed by it as its true and lawful attorneys in fact with full power of substitution in the premises to complete the Project in the name of the Partnership, to pay all bills and expenses incurred thereby, to use any balance of the proceeds of the Bonds which may not have been disbursed for the purpose of completing the Project, to make such additions and changes and corrections in the plans and specifications as may be necessary or desirable to complete the Project, to employ such contractors, agents, architects and inspectors as shall be required, to pay, settle or compromise all existing bills and claims which may be or become liens against the premises or as may be necessary or desirable for completion of the Project or for the clearance of title, to execute all applications, certificates or instruments in the name of the Partnership which may be required by any governmental authority or contract, and do any and every act which the Partnership might do in its own behalf or which the Trustee shall determine to be necessary to secure completion of the Project. It is further understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest and cannot be revoked. The above mentioned attorneys shall also have power to prosecute and defend all actions and proceedings in connection with the construction of the Project and to take such action and require such performance under any surety bond or other obligation or to execute in the name of the Partnership such further bonds or obligations as may be reasonably required in connection with the work. The Partnership hereby assigns and quitclaims to the Trustee all proceeds of the Bonds held under the Indenture conditioned upon the use of said sums in trust for the completion of the Project, such assignment to become effective only at the option of the Trustee in the event of the occurrence of any Event of Default, but the Trustee shall be under no obligation to do any of the things provided in this paragraph.

If any party shall have proceeded to enforce this Lease Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to such party then the Partnership, the Board, and the Trustee shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Partnership, the Board and Trustee shall continue as though no such proceedings had taken place.

Section 7.03. <u>Additional Remedies</u>. In addition to the above remedies, if an Event of Default occurs, the Board or the Trustee shall have the right and remedy, without posting bond or other security, to have the provisions of the Lease Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such Event of Default will cause irreparable injury to the Board or the Trustee and that money damages will not provide an adequate remedy therefor.

Section 7.04. <u>Right of Trustee to Exercise Remedies</u>. The Partnership acknowledges that the Trustee, as the assignee of the Board's rights hereunder, has the right to exercise all remedies set forth herein or otherwise available to the Board at law or in equity.

Section 7.05. <u>Service of Process</u>. If any service upon the Partnership is or may hereafter be required in connection with any suit or exercise of other remedies against it hereunder or under this Lease Agreement, the Partnership does hereby appoint the Secretary of State of Alabama as its agent to receive such service with written notice sent to the Partnership at the address specified in this Agreement. The Partnership does hereby consent to jurisdiction in any such suit brought in Alabama and does waive any objection to the venue of any such suit, action or proceeding on any of the courts of Alabama.

Section 7.06. Waiver of Errors and Exemptions. The Partnership hereby waives and releases all technical errors, defects and imperfections whatsoever of a procedural nature in the entering of any judgment or any process or proceedings arising out of this Agreement and other Lease Documents and the benefit of any law which now or hereafter might authorize the stay of any execution to be issued or any judgment recovered hereunder or the exemption of any property from levy or sale thereunder or the valuation or appraisement of the Property.

Section 7.07. No Remedy Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. No notice, other than such notice as may be required in this Agreement, shall be required precedent to the exercise of any remedy hereunder or at law, in equity or pursuant to statute.

Section 7.08. Agreement to Pay Attorney's Fees and Expenses. If the Partnership should default under any of the provisions of this Lease Agreement and either the Board or the Trustee shall require and employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Partnership contained, herein or in the other Lease Documents, the Partnership agrees that it will on demand therefor pay to the Board or the Trustee the reasonable fees of such attorneys and such other expenses so incurred, including any sums due the Trustee in its capacity as agent for the Board.

Section 7.09. No Waiver Implied. Any failure by the Board or Trustee to insist upon the strict performance by the Partnership of any of the terms, covenants, agreements, conditions and provisions hereof shall not be deemed to be a waiver of any of the terms, covenants, agreements, conditions and provisions hereof, and notwithstanding any such failure, the Board and the Trustee shall have the right thereafter to insist upon the strict performance by the Partnership of any and all of the terms, covenants, agreements, conditions and provisions of this Agreement. Neither the Partnership nor any other person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured hereunder shall be relieved of such obligation by reason of the failure of the Board or the Trustee to comply with any request of the Partnership or of any other person so obligated to take action to enforce any of the provisions of this Agreement or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured hereunder or by reason of any agreement or stipulation between any subsequent owner or owners of the Property or the extension of the time of payment hereunder or modifying the terms hereof and in the latter event, the Partnership and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Board and Trustee. No waiver of any breach by the Partnership of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach or of any other obligation, agreement or covenant, nor shall any forebearance to seek a remedy for any breach by the Partnership be a waiver of any rights and remedies with respect to any subsequent breach.

Section 7.10 Default by Board - Limited Liability. Notwithstanding any provision or obligation to the contrary hereinbefore or hereinafter set forth, no provision of this Agreement shall be construed so as to give rise to a pecuniary liability of the Board or its members or to give rise to a charge upon the general credit of the Board or such members; the liability of the Board hereunder shall be limited to its interest in the Property and the Lease Agreement and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Board herein contained any obligation it may incur for the payment of money shall not be a debt of the State of Alabama or any political subdivision nor shall such State or any subdivision be liable on any obligation so incurred. The Board does not assume general liability for the repayment of the Bond or for the costs, fees, penalties, taxes, interest, omissions, charges, insurance or any other payments recited herein, but shall be obligated to pay the same only out of the amounts payable by the Partnership hereunder. The Board shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Partnership if an Event of Default shall occur hereunder. Nothing herein shall preclude the Partnership from proceeding against the Board for specific performance (or other equitable remedy in the nature of specific performance) of the Board's obligations hereunder.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Representations and Special Covenants of Board. The Board represents, warrants and agrees that:

(a) It is a public body corporation and instrumentality of the State of Alabama and is authorized under the Act to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder. The Board has duly authorized the execution and delivery of this Lease Agreement and will do or cause to be done all things necessary to preserve and keep it in full force and effect.

(b) Except for Permitted Encumbrances and subordinate liens permitted by the Indenture, the Board has not and shall not sell, assign, encumber, convey or otherwise dispose of its rights hereunder or its interest in the Property or any part thereof.

Section 8.02. No Assignment by the Partnership. The Partnership shall not assign its rights under this Lease Agreement or otherwise transfer its interest hereunder without the prior written consent of the Board and the Trustee and any such attempted assignment or transfer shall be of no effect and void.

Section 8.03 Financing Statements. The parties shall execute and file financing statements and other documents necessary to perfect all security interests created pursuant to the terms of this Agreement, the Indenture and other Lease Documents.

Section 8.04. Notices. All notices, demands, requests, consents, certificates, elections and waivers from either party to the other pursuant to any provision of this Agreement shall be in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Board, as follows:

P.O. Box 1446
Capital Place One
Trenton, New Jersey 08625

and to Partnership as follows:

4950 Marlin Drive
Rockford, Illinois 61130

with a copy to the Trustee addressed as follows:

Box 1267
Green Bay, Wisconsin 54305

with a copy to the Bank addressed as follows:

> 770 N. Water Street
> Milwaukee, Wisconsin 53201
> Attention: International Department

or to such other address as the party to receive the communication may hereafter designate by written notice to the others.

Section 8.05. Further Action by Partnership. The Partnership shall promptly upon request of the Board, the Trustee or the Bank do all acts and things, including but not limited to the execution of any further assurances deemed necessary by the Board or the Trustee to establish, confirm, maintain and continue the security created and intended to be created hereunder, all assignments made or intended to be made pursuant hereto, and all other rights and benefits conferred or intended to be conferred on the Board and the Trustee, and the Partnership shall pay all costs incurred by the Board or the Trustee in connection therewith, including reasonable counsel fees.

Section 8.06. Survival of Covenants - Concerning Successors and Assigns. All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the execution and delivery of this Lease Agreement and shall continue in full force and effect so long as the obligations hereunder are outstanding and unpaid. Whenever in the Lease Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Partnership which are contained in the Lease Agreement shall bind its successors and assigns and inure to the benefit of the successors and assigns of the Board.

Section 8.07. Alabama Law Governs. This Lease Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 8.08. Modifications in Writing. Amendments, modifications or waivers of any provisions of this Agreement or the documents delivered hereunder or consent to any departure by the Partnership therefrom shall in no event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

Section 8.09. Captions. The section headings and table of contents, contained herein are for reference purposes only and shall not in any affect the meaning or interpretation of this Agreement.

Section 8.10. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.11 Prior Agreements Superseded. This Agreement shall completely and fully supersede all other prior understandings or agreements, both written and oral, between the Board and the Partnership relating to the Project or the Property.

Section 8.12. Consent Not to be Unreasonably Withheld. Whenever the consent of any party to this Agreement is required hereunder, the same shall not be unreasonably withheld. Consent or approval by the Bank hereunder shall be evidenced by a certificate of the Bank signed by an authorized officer.

Section 8.13. Counterparts. The Lease Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement as of the date first above written.

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HOOVER AUTHORITY

[SEAL]

Attest: ______________________
Secretary-Treasurer

By: ______________________
Chairman

MADISON HEIGHTS PARTNERSHIP

By: ______________________
Partner

Witness: ______________________

By: ______________________
Partner

Witness: Stephen T. Moore

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.

BOARD ACKNOWLEDGMENT

STATE OF Alabama :
: SS.
COUNTY OF Jefferson :

On this 6th day of April, 1982, personally appeared before me John M. Anderson, Jr., personally known to me and known by me to be the person who executed the foregoing instrument in the name and on behalf of The Industrial Development Board of The City of Hoover, who, being by me duly sworn, did depose and say that he is the Chairman of said Board, that said Board is the body corporate and politic described in and that executed the said instrument, and acknowledged said instrument so executed to be the voluntary act and the voluntary act and deed of said Board, and stated on oath that said instrument was so signed by him and sealed and attested by A.C. Langner, III, Secretary-Treasurer of said Board, and delivered on behalf of said Board and at its direction, and that the seal affixed to said instrument is the official seal of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year aforesaid.

Jack H. Harrison
Notary Public

(Notarial Seal)

See termination of Sub-ordination, Attornment, & Non-disturbance Agreement Misc. Bk 49 pg. 183 (3/21/83)

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PARTNERSHIP ACKNOWLEDGMENT

STATE OF ILLINOIS :
: SS.
COUNTY OF WINNEBAGO :

BE IT REMEMBERED, That on this 6th day of __________, 1982, before me, the subscriber, a Notary Public in and for the above State and County, pesonally appeared Owen B. Harding and John H. Harding, who I am satisfied are the persons who signed the within instrument, and acknowledged that they are partners in Madison Heights Partnership, a general partnership, and, that they signed, sealed and delivered the same on behalf of said partnership, being duly authorized to do so under its partnership agreement, as the voluntary act and deed of said partnership, for the uses and purposes therein set forth.

WITNESSETH my hand and seal.

Patricia Malechowski
Notary Public

My Commission Expires: February 10, 1986

Prepared by:

Robert J. Jones, Esquire
Saul, Ewing, Remick & Saul
38th Floor, Centre Square West
Philadelphia, Penna. 19102

As bond counsel for New Jersey
Economic Development Authority

In Cooperation With:
Attorney General's Office
State of New Jersey
Second Floor
State House Annex
Trenton, New Jersey 08625

1982 APR -6 PM 12:01

JUDGE OF PROBATE

Rec. 63.00
Ind 1.00
64.00

NO TAX COLLECTED