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ASSIGNMENT OF SUBLEASES AND REVENUES

KNOW ALL MEN BY THESE PRESENTS THAT MADISON HEIGHTS PARTNERSHIP, a partnership organized and existing pursuant to the laws of the State of Illinois (hereinafter called "Assignor"), in consideration of One Dollar (\$1.00) paid by THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF HOOVER, a public corporation and instrumentality organized and existing under the laws of the State of Alabama (hereinafter called "Assignee"), hereby conveys, transfers and assigns unto Assignee, its successors and assigns, all the rights, interest and privileges which Assignor as sublessor has and may have in the subleases now existing or hereafter made and affecting the real property described below or any part thereof (collectively, the "Subleases"), together with all rents, income and profits due and becoming due therefrom.

This Assignment of Subleases is made as additional security for the performance by Assignor of its obligations under a certain lease agreement of even date herewith (the "Lease Agreement") between Assignor, as lessee, and Assignee, as lessor, covering real property situated in the City of Hoover, County of Shelby, Alabama and described in Exhibit "A" attached hereto and made a part hereof and certain building, equipment and personal property located thereon (collectively, the "Property").

The acceptance of this Assignment of Subleases and the collection of rents or the payments under the Subleases shall not constitute a waiver of any rights of Assignee under the terms of such Lease Agreement. It is expressly understood and agreed by the parties hereto that before default occurs under the terms of such Lease Agreement, Assignor shall have the right to collect such rents, income and profits from the aforementioned Subleases, and to retain, use and enjoy the same; provided, however, that even before default occurs, no rents more than one month in advance shall be collected or accepted without the prior written consent of Assignee.

Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court proceeding involving any of the sublessees under any of the Subleases in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court; and any and all payments made by such sublessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any such action and to collect any such award or payment.

Assignor, in the event of default in the performance of any of the terms and conditions of the Lease Agreement continuing beyond any applicable grace period, hereby authorizes Assignee, at its option, to enter and take possession of the Property and to manage and operate the same, to collect all or any rents accruing therefrom and from the Subleases, to let or re-let the Property or any part thereof, to cancel and modify Subleases, guaranties and surety agreements, evict tenants, bring or defend any suits in connection with the possession of the Property in its own name or Assignor's name, make repairs

see Reassignment of Subleases, 188 (2/21/83)
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as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the Property as Assignee, in its discretion, may deem proper.

Unless and until Assignee shall have commenced to exercise its rights pursuant to the immediately preceding paragraph, Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of the Subleases, and Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability arising from any of the Subleases, or from this assignment, prior to the time of commencement of the exercise of such rights, and this assignment, in and of itself, shall not place responsibility for the control, care, management or repair of the Property upon Assignee, except as provided in the Lease Agreement, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or other person.

The receipt by Assignee of any rents, issues or profits pursuant to this instrument after the institution of proceedings under the Lease Agreement shall not cure such default or affect such proceedings.

Assignor covenants and represents that Assignor has title to and full right to assign the Subleases, and the rents, income and profits due or to become due thereunder; that no other assignment, other than the Credit Assignment of Subleases (defined below), of any interest therein has been made; that there are no existing defaults under the provisions thereof, and that Assignor will not hereafter cancel, surrender or terminate any of such Subleases except in accordance with their terms, or change, alter or modify them in any material respect, without in each case having obtained the prior written consent of Assignee and the Bank (defined below).

Assignor hereby authorizes Assignee to give notice in writing of this Assignment of Subleases at any time to any tenant under any of the Subleases.

The full performance of the Lease Agreement and Indenture (defined below) and the duly recorded satisfaction or release of the Property described therein shall render this Assignment of Subleases automatically void with respect to the Property or portion thereof described in any such satisfaction or release.

The net proceeds collected by Assignee, after reimbursement of expenses incurred by Assignee, under the terms of this Assignment of Subleases shall be applied in reduction of the entire indebtedness from time to time outstanding under the Lease Agreement.

The Assignor hereby consents to the assignment of this Assignment of Subleases and all right, title and interest of the Assignee in the Subleases and the rentals and other amounts payable thereunder to KELLOGG-CITIZENS NATIONAL BANK OF GREEN BAY, a banking institution organized and existing under the laws of the State of Wisconsin, in its capacity as Trustee (the "Trustee") under a certain Indenture of Mortgage and Deed

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of Trust (the "Indenture") dated as of March 1, 1982 between Assignee and said Trustee pursuant to which Assignee has issued its Industrial Development Revenue Bonds, Series of 1982 (Madison Heights Partnership Project - Hydro-Line Manufacturing Co., Tenant) (the "1982 Bonds"). Such assignment is made as additional security for the 1982 Bonds and any additional bonds issued under the Indenture (collectively, the "Bonds"). The Assignor agrees that the Trustee shall have the right to exercise all rights and remedies of Assignee hereunder and that whenever the consent of Assignee is required under the terms hereof, the written consent of the Trustee shall be required.

This Assignment of Subleases shall take priority over an assignment bearing even date (the "Credit Assignment of Subleases") by the Assignor to M & I Marshall & Ilsley Bank, Milwaukee, Wisconsin (the "Bank") of the rights, interests and privileges which Assignor has and may have in the Subleases, together with all rents, income and profits due and becoming due therefrom. The Credit Assignment of Subleases secures the Assignor's obligations under a credit agreement bearing even date with the Bank (the "Credit Agreement"). Under the Credit Agreement, the Bank agrees to issue an irrevocable standby letter of credit (the "Letter of Credit") to the Trustee to secure the Bonds. In the event there occurs an Event of Default under the Indenture and the Bank makes payment to the Trustee under the Letter of Credit, in the amount of the draft presented by the Trustee under the Letter of Credit, then (i) this Assignment of Subleases shall be subordinate to the Credit Assignment of Subleases, (ii) all rights, interest and privileges under this Assignment of Subleases shall be so subordinated, including specifically any interest under this Assignment of Subleases in favor of any Holders of Additional Bonds, notwithstanding the fact that the issuance of such Additional Bonds shall have been specifically consented to by the Bank, and (iii) the Trustee is specifically authorized to provide and shall provide the Bank with a subordination agreement specifically subordinating the rights, interest and privileges of this Assignment of Subleases to the rights, interest and privileges of the Credit Assignment of Subleases.

Whenever the consent of any party to this Assignment of Subleases is required hereunder, the same shall not be unreasonably withheld.

All definitions and descriptions of documents herein include all amendments, modifications and supplements thereof. All definitions and descriptions of persons or entities herein include their respective successors and assigns. Terms used and not defined herein shall have the meanings set forth in the Indenture unless the context clearly indicates otherwise.

This Assignment of Subleases applies to and binds

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the parties hereto and their respective heirs, administrators, executors, successors and assigns, including any subsequent owner of the Property described herein, and the Trustee.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the 1st day of March, 1982.

By: *John W. Harding*
Partner

Witness: *Richard W. ...*

MADISON HEIGHTS PARTNERSHIP

By: *John W. Harding*
Partner

Witness: *Stephen T. Moore*

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EXHIBIT "A"

Description of Real Estate

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

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

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

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EXHIBIT "A"

STATE OF ALA. SHELBY CO.
COUNTY CLERK
1982 APR -6 PM 12: 20

Thomas A. Sullivan, Jr.
CLERK OF PROBATE

Rec. 9.00
Jud. 1.00

10.00