

68

## SUBLEASE AGREEMENT

THIS AGREEMENT made this 1st day of March, 1982, by and between MADISON HEIGHTS PARTNERSHIP, an Illinois General Partnership, hereinafter referred to as "SUBLESSOR", and HYDRO-LINE MANUFACTURING CO., an Illinois Corporation, hereinafter referred to as "SUBLESSEE".

WITNESSETH:

WHEREAS, the Industrial Development Board of the City of Hoover, Hoover, Alabama, is the holder of legal and equitable title to property hereinafter described; and,

WHEREAS, Sublessor desires to lease to Sublessee and Sublessee desires to lease from Sublessor the property hereinafter described and the terms set forth herein.

NOW, THEREFORE, in and for consideration of the mutual covenants set forth below, and for other valuable consideration, the receipt of which is hereby acknowledged, Sublessor and Sublessee agree as follows:

## ARTICLE I

## PREMISES AND TERM

Sublessor, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Sublessee to be kept, observed and performed, has demised and leased, and does by these presents demise and lease, to the Sublessee the real estate described on Exhibit A attached hereto and hereby made a part hereof

See Termination of Subordination Use Book #9 page 183 (3-21-83)  
BOOK 333 PAGE 55

(hereinafter sometimes referred to as "premises" or "demised premises").

TO HAVE AND TO HOLD the above described premises, together with the buildings and improvements situated thereon and the rights, privileges and appurtenances thereunto belonging or appertaining unto the Sublessee, commencing on March 1, 1982 and ending the last day of NOVEMBER, 1996, unless said term shall be sooner terminated as herein provided.

#### ARTICLE II

##### RENTAL

In consideration of the leasing aforesaid, Sublessee hereby covenants and agrees to pay Sublessor at the office of the Sublessor, or at such other place as the Sublessor may from time to time designate in writing, rental payments in such amounts and at such times as specified on Exhibit B hereto.

#### ARTICLE III

##### TAXES AND ASSESSMENTS

Section 3.1 Sublessee further agrees to pay as additional rent for the demised premises all taxes and assessments, general and special, water rates and all other impositions, ordinary and extraordinary, of every kind and

nature whatsoever, which may be levied, assessed or imposed upon said premises or any part thereof or upon any building or improvements at any time situated thereon or levied or assessed upon the interest of the Sublessor in or under this Sublease, now accrued or due, or accruing or becoming due and payable during the term of this Sublease, and also all unpaid installments now accrued or due, or accruing to become due and payable during the term hereof, of special assessments levied against said premises for improvements completed or not yet completed, all of which said water rates, taxes, assessments and other impositions shall be paid by the Sublessee before they shall respectively become delinquent and in any case within apt time to prevent any sale or forfeiture of said demised premises therefor or for any part thereof.

Section 3.2 It is further agreed that the Sublessor shall at its option have the right at all times during the term hereof to pay any water rates, taxes, assessments or other charges or impositions upon the demised premises or any interest therein or any other charge, tax or imposition herein agreed to be paid by the Sublessee remaining unpaid after the same shall have become delinquent, and to pay, cancel and clear off all tax sales, liens, charges and claims upon or against said demised premises, and to redeem said premises from the same or any of them from time to

time, and the amounts so paid, including any of Sublessor's expenses, shall be so much additional rent due from the Sublessee to the Sublessor at the rent day after any such payment.

Section 3.3 All other provisions of this sublease to the contrary notwithstanding, Sublessee shall not be required to pay, discharge or remove any tax, assessment, tax lien, or other imposition or charge upon or against said demised premises or any part thereof or the improvements at any time situated thereon so long as Sublessee shall in good faith and with due diligence contest the same or the validity thereof by appropriate legal proceedings which shall have the effect of preventing the collection of the tax, assessment, tax lien or other imposition or charge so contested and the sale or forfeiture of said premises or any part thereof or any interest therein to satisfy the same. Pending the diligent prosecution of any such legal proceedings, Sublessor shall not have the right to pay, remove or discharge the tax, assessment, tax lien or other imposition or charge so contested.

Section 3.4 In the event that Sublessee at any time institutes suit to recover any tax, assessment, tax lien or other imposition or charge paid by Sublessee under protest in Sublessor's name, Sublessee shall have the right, at its own sole expense, to institute and prosecute each suit or

suits in Sublessor's name, in which event Sublessee covenants and agrees to indemnify Sublessor and save it harmless from and against all costs, charges or liabilities in connection with any such suit shall belong to Sublessee.

#### ARTICLE IV

##### REPAIRS AND MAINTENANCE

The Sublessee covenants throughout the term of the sublease, at its sole cost and expense, to take good care of the buildings now or at any time erected on the demised premises and trade fixtures, lighting fixtures and motors and machinery located therein, and the sidewalks, curbs, and vaults, if any, and to keep the same in good order and condition, except only for wear and tear incident to the ordinary use of the premises for the purposes permitted in this sublease, and shall, subject to said exception, promptly at the Sublessee's own cost and expense make all necessary repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary. When used in this Article, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the Sublessee shall to the extent feasible be equal in quality and class to the original work. The Sublessee shall keep and maintain all portions of the demised premises and the sidewalks adjoining the same in a clean and orderly condition, free of accumulated dirt and rubbish, and shall keep such sidewalks,

BOOK 339 PAGE 59

and the driveways and similar areas on the premises free from snow and ice. All improvements and alterations of the demised premises shall immediately upon completion or installation thereof be, and become the property of, the Sublessor without payment therefor by the Sublessor and shall be surrendered to the Sublessor upon the expiration or sooner termination of this Sublease.

#### ARTICLE V

##### USE AND CARE OF PREMISES: LIABILITY INSURANCE

Section 5.1 Sublessee has inspected the demised premises and the improvements thereon and finds them to be in a safe and satisfactory condition and acknowledges that Sublessor has made no representation to Sublessee as to the condition, safety, fitness for use, or state of repair thereof. Sublessee covenants and agrees that it will not use or permit any person to use said demised premises or any part thereof for any use or purposes in violation of any municipal, state or federal laws. Sublessee will keep the Sublessor harmless and indemnified at all times against any loss, damage, cost or expense by reason of Sublessee's actions in any respect or by reason of any accident, loss or damage resulting to persons or property from any use which may be made of said premises or of any improvements at any time situated thereon or by reason of or growing out of any act or thing done or omitted to be done or any occurrence upon said premises or

BACK 339 PAGE 60

in any building at any time situated thereon; and Sublessee covenants that it will save, hold and keep the Sublessor and the demised premises free and clear of and from any and all claims, demands, penalties, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, arising out of any damage which may be sustained by adjoining property or adjoining owners or other persons or property in connection with any remodeling, altering or repairing of any building or buildings on the demised premises or the erection of any new building or buildings thereon.

Section 5.2 Sublessee further covenants and agrees that it will at all times during the term hereof carry and maintain, for the mutual benefit of the Sublessor and of the Sublessee, general public liability insurance against claims for personal injury, death or property damage, occurring in, on or about the demised premises, such insurance to afford protection to the limit of not less than \$20,500,000.00 in respect to any one accident, and to the limit of not less than \$20,500,000.00 in respect to property damage. The Sublessee shall furnish Sublessor with a duplicate certificate or certificates of insurance policy or policies, and shall from time to time whenever required satisfy the Sublessor that such policy or policies is or are in full force and effect.

BOOK 339 PAGE 61

## ARTICLE VI

### LIENS

Section 6.1 It is expressly covenanted and agreed by and between the parties hereto that nothing in this sublease shall authorize Sublessee to do any act which shall in any way encumber the title of Sublessor in and to said demised premises, nor shall the interest or estate of the Sublessor in said demised premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Sublessee, and any claim to or lien upon said demised premises arising from any act or omission of Sublessee shall accrue only against the leasehold estate of Sublessee and shall in all respects be subject and subordinate to the paramount title and rights of Sublessor in and to said premises and the buildings and improvements thereon. Sublessee will not permit the demised premises to become subject to any mechanics', laborers' or materialmen's lien; provided, however, that Sublessee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien. On final determination of the lien or claim for lien, the Sublessee will immediately pay any judgment rendered with all proper costs and charges and will at its own expense have the lien released and any judgment satisfied.

Section 6.2 In case Sublessee shall fail to contest

the validity of any lien or claimed lien, or having commenced to contest the same shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Sublessor may, at its election remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same) and any amounts advanced by Sublessor for such purposes shall be so much additional rental due from Sublessee to Sublessor at the next rent day after any such payment.

#### ARTICLE VII

#### RENT ABSOLUTE

Except as otherwise specifically provided herein, the taking of any or all of the demised premises by the exercise of any power or eminent domain, or the damage to or destruction of any portion or all of the buildings, structures and fixtures upon the demised premises, by fire, the elements or any other cause whatsoever, whether with or without fault on the part of the Sublessee, shall not terminate this sublease or entitle the Sublessee to surrender the demised premises or entitle the Sublessee to any abatement of or reduction in the rent payable, or otherwise after the respective obligations of the parties hereto. Any and all condemnation awards or proceeds shall inure solely to Sublessor, and Sublessee shall have no claim thereto.

BOOK 339 PAGE 64

#### ARTICLE VIII

##### ASSIGNMENT PROHIBITED

Sublessee may not assign, sublet, or otherwise transfer this sublease without Sublessor's prior written consent.

#### ARTICLE IX

##### INSPECTION OF PREMISES

The Sublessee agrees to permit the Sublessor and the authorized representatives of the Sublessor to enter the demised premises at all times during reasonable business hours for the purpose of inspecting the same.

#### ARTICLE X

##### FIXTURES

All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and other articles of personal property used in the operation of such buildings as such (as distinguished from operations incident to the business of the Sublessee) attached to said land or any buildings thereon and now or hereafter located upon said land, sometimes herein referred to as "building fixtures" shall be and remain a part of the real estate and shall constitute the property of the Sublessor.

#### ARTICLE XI

##### RE-ENTRY UPON DEFAULT

Section 11.1 If Sublessee shall default in the payment of the rent or any part thereof when due as herein provided, and such default shall continue for five (5) days after

notice thereof in writing to Sublessee, or if default shall be made in any of the other covenants, agreements, conditions or undertakings herein contained to be kept, observed and performed by the Sublessee, and such default shall continue for thirty (30) days after notice thereof in writing to the Sublessee, or if (a) proceedings in bankruptcy be instituted by or against the Sublessee, or (b) a receiver or trustee is appointed for all or substantially all of the Sublessee's business or assets on the ground of Sublessee's insolvency, or (c) a trustee is appointed for it after a petition has been filed for the Sublessee's reorganization under the Bankruptcy Act of the United States, or (d) Sublessee shall make an assignment for the benefit of its creditors, or (e) Sublessee shall vacate or abandon the demised premises, then and in any such event it shall be lawful for Sublessor, at its election to declare the said term ended and re-enter the demised premises with or without process of law. If default shall be made in any covenant, agreement, condition or undertaking herein contained to be kept, observed and performed by Sublessee, other than the payment of rent as herein provided, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Sublessee, and if Sublessee prior to the expiration of thirty (30) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps required to cure such

default and does so cure such default, the Sublessor shall not have the right to declare the same term ended by reason of such default.

Section 11.2 The foregoing provisions for the termination of this sublease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of Sublessor for breach of any of said covenants or for the recovery of said rent or any advance of Sublessor made thereon, and in the event of the termination of this sublease as aforesaid, Sublessee covenants and agrees to indemnify and save harmless Sublessor from any loss arising from such termination.

## ARTICLE XII

### REMEDIES TO BE CUMULATIVE

Section 12.1 No remedy herein or otherwise conferred upon or reserved to Sublessor shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 12.2 No waiver of any breach of any of the covenants of this sublease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

### ARTICLE XIII

#### COVENANTS RUN WITH LAND

All of the covenants, agreements, conditions and undertakings in this sublease contained shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named and shall be construed as covenants running with the land.

### ARTICLE XIV

#### SUBLESSOR'S PERFORMANCE OF SUBLESSEE'S COVENANTS

Should Sublessee at any time fail to do any of the things required to be done by it under the provisions of this sublease, Sublessor at its option, and in addition to any and all other rights and remedies of Sublessor in such event, may (but shall not be required to) do the same or cause the same to be done, and the reasonable amount of any money expended by Sublessor in connection therewith shall be so much additional rental due from Sublessee to Sublessor and shall be a demand obligation owing by Sublessee to Sublessor.

### ARTICLE XV

#### LIEN FOR RENT

Sublessee hereby grants to Sublessor a lien upon all property of Sublessee situated in, upon or about the demised premises for all rental due or to become due hereunder, but not otherwise.

ARTICLE XVI

COVENANT OF QUIET ENJOYMENT

Sublessor covenants and agrees to and with Sublessee that at all times when Sublessee is not in default under the terms of and during the term of this sublease, Sublessee's quiet and peaceable enjoyment of the demised premises shall not be disturbed or interfered with by Sublessor or any person claiming by, through or under Sublessor.

ARTICLE XVII

CASUALTY INSURANCE

68.  
PAGE 333  
BOOK 68  
Section 17.1 Sublessee covenants and agrees that it will at all times, at its sole cost and expense, keep the building or buildings and improvements on the demised premises insured against loss by fire with extended coverage for their full insurable replacement value. Such insurance shall be procured from a responsible insurance company or companies reasonably satisfactory to the Sublessor and authorized to do business in the State of Alabama and shall provide for payment of loss thereunder to the Sublessor and/or Sublessor's beneficiaries as their interest may appear.

Section 17.2 In case Sublessee shall at any time fail, neglect or refuse to insure buildings and improvements and to keep the same insured as hereinbefore provided, then Sublessor may at its election procure or renew such insurance and any amounts paid therefor by the Sublessor shall be so much additional rental due from the Sublessee to the Sublessor

at the next rent day after any such payment.

# ARTICLE XVIII

## MISCELLANEOUS


Section 18.1 The captions of this sublease are for convenience only and are not to be construed as part of this sublease and shall not be construed as defining or limited in any way the scope or intent of the provisions hereof.

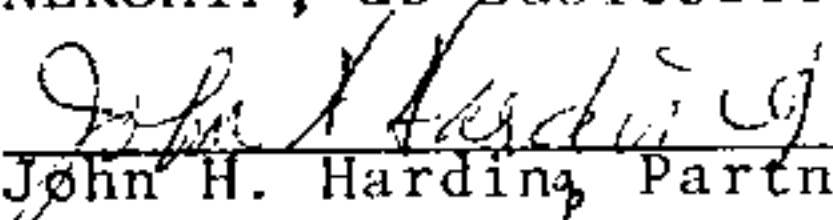
Section 18.2 If any term or provision of this sublease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this sublease shall not be affected thereby, but each term and provisions of this sublease shall be valid and be enforced to the fullest extent permitted by law.

Section 18.3 This sublease shall be construed and enforced in accordance with the laws of the State of Alabama.

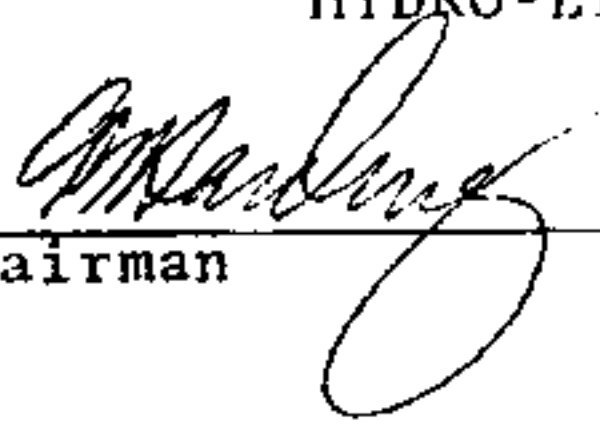
IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument on the date first above written.

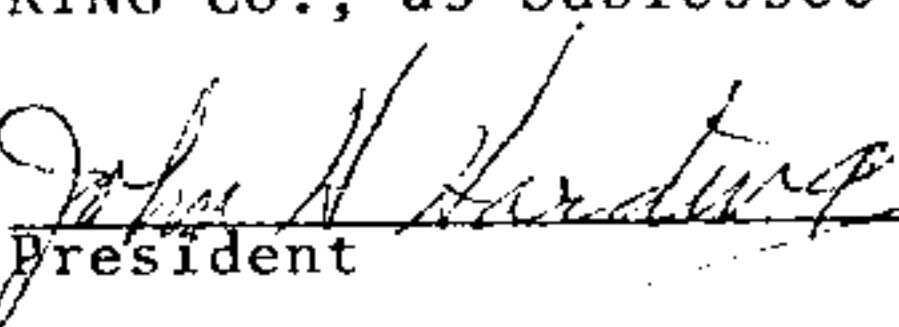
MADISON HEIGHTS PARTNERSHIP, as Sublessor

  
Owen B. Harding, Partner

  
John H. Harding, Partner

HYDRO-LINE MANUFACTURING CO., as Sublessee

  
Chairman

  
President

ATTEST:

  
Asst Secretary



STATE OF Illinois  
COUNTY OF Winnebago

:  
: SS  
:

BE IT REMEMBERED, That on this 2nd day of ~~March~~ <sup>April</sup>, 1982, before me, the subscriber, a Notary Public in and for the above State and County, personally appeared O.B. Harding and J.H. Harding, who I am satisfied are the persons who signed the within instrument, and acknowledged that they are the Chairman and President of Hydro-Line Manufacturing Co., an Illinois corporation, and that they signed, sealed and delivered the same on behalf of said corporation, being authorized to do so by virtue of a Resolution of its Board of Directors, and that the within instrument is the voluntary act and deed of such corporation.

WITNESSETH my hand and seal.

My Commission Expires: February 6, 1984

STATE OF Illinois :  
COUNTY OF Winnebago :SS

BE IT REMEMBERED, That on this 2nd day of ~~March~~ <sup>April</sup>, 1982, before me, the subscriber, a Notary Public in and for the above State and County, personally appeared O.B. Harding and J.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.

My Commission Expires: February 6, 1984

This instrument prepared by :

Stephen T. Moore  
Stephen T. Moore  
975 N. Main St.  
Rockford, Il 61103

339 PAGE 70  
BOOK

## Description of Real Estate

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

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

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

EXHIBIT "A"

ALABAMA

<u>Lease Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
5/20/82		89,625	89,625
11/20/82	300,000	89,625	389,625
5/20/83		73,500	73,500
11/20/83	300,000	73,500	373,500
5/20/84		57,375	57,375
11/20/84	300,000	57,375	357,375
5/20/85		41,250	41,250
11/20/85		41,250	41,250
5/20/86		41,250	41,250
11/20/86		41,250	41,250
5/20/87		41,250	41,250
11/20/87		41,250	41,250
5/20/88		41,250	41,250
11/20/88		41,250	41,250
5/20/89		41,250	41,250
11/20/89		41,250	41,250
5/20/90		41,250	41,250
11/20/90		41,250	41,250
5/20/91		41,250	41,250
11/20/91	100,000	41,250	141,250
5/20/92		34,375	34,375
11/20/92	100,000	34,375	134,375
5/20/93		27,500	27,500
11/20/93	100,000	27,500	127,500
5/20/94		20,625	20,625
11/20/94	100,000	20,625	120,625
5/20/95		13,750	13,750
11/20/95	100,000	13,750	113,750
5/20/96		6,875	6,875
11/20/96	100,000	6,875	106,875

BOOK 339 PAGE 72

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1982 APR -6 PM 12: 12

*Thomas A. Shouder, Jr.*  
JUDGE OF PROBATE

Rec. 27.00  
Ind. 1.00  

---

28.00

EXHIBIT B