

AND

When Recorded, Mail to
MNB FINANCIAL CORP.
120 Howard Street
Suite 475
San Francisco, CA 94105

DECLARATION AND WAIVER

The undersigned in consideration of MNB FINANCIAL CORP. ("MNB") now or hereafter leasing or otherwise extending financial accommodation with respect to certain equipment and personal property to ALLIED FLEXIBLE PRODUCTS, INC. ("Customer") in accordance with the terms of that certain lease or equipment financing agreement, as appropriate, dated April 8, 1982 and any other leases or other agreements hereafter between MNB and Customer and for other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby agree, waive and undertake as follows:

1. Neither such equipment and personal property or any portion thereof shall become or be a part of or an accession or addition to or a fixture on the real property hereafter described even though it is installed thereon or in some manner attached thereto; nor shall such equipment or personal property or any portion thereof be moved from such real property until MNB's written consent thereto shall first be had and obtained.

2. The undersigned shall acquire no title to or interest in such equipment and personal property or any portion thereof by virtue of such installation or attachment. The undersigned further waives any right to seize, or to claim any interest whatsoever in, said equipment and personal property or any portion thereof on account of any claim or right the undersigned may have against any person, including, without limitation any claim or right the undersigned may have or assert against Customer, by levy of distraint or otherwise.

3. MNB may at any time, at its option, enter upon the property upon which said equipment and personal property or a portion thereof is located, and inspect or remove said equipment and personal property or a portion thereof at its sole cost and expense, and it agrees to make such repairs caused by any such removal to the extent reasonably necessary to restore such property to its condition immediately prior to such removal.

4. All of the terms and conditions of the Waiver shall be binding upon the heirs, successors in interest, assigns or encumbrancers of the undersigned, and shall inure to the benefit of MNB, its successors and assigns. As used herein the term "Customer" shall include the successors in interest and assigns of Customer.

The real property upon which such equipment and personal property is located is described as per attached Exhibit A:

X Executed this 21st day of April, 19 82, at Birmingham, Alabama

ALLIED FLEXIBLE PRODUCTS, INC.

X Harold Leader, President

Owner

X (Owner, Lessor, Mortgagee, Beneficiary.
Strike out inapplicable capacities.)

(If interest is held jointly or in common all joint tenants or tenants in common must execute this document.)

X NOTARIAL ACKNOWLEDGMENTS

INDIVIDUAL OR PARTNERSHIP:

STATE OF
COUNTY OF

On this 21st day of April, 19 82, before me personally came _____, ss.
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same
(in his capacity as a partner and as the act of the partnership).

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Notary Public

My Commission expires:

CORPORATE:

STATE OF Alabama
COUNTY OF Shelby

On this 21st day of April, 19 82, before me personally came Harold Leader, ss.
to me known to be the President of the corporation that executed the foregoing instrument
and to me known to be the person who executed said instrument on behalf of said corporation, and acknowledged that such corporation executed the same pursuant to its By-laws or a resolution of its Board of Directors.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Barth Wilson
Notary Public

My commission expires: 3/10/84

EXHIBIT ARIGHTS APPRAISED

This property is appraised in fee simple title, with consideration to easements and restrictions of public record, mainly for public utility purposes.

LEGAL DESCRIPTION

The subject property described herein may be legally defined as:

Parcel #1 A part of the NW 1/4 of SE 1/4 of Section 15, Township 20 South, Range 3 West, more particularly described as follows: Commence at the SE corner of the NE 1/4 of SE 1/4 of Section 15 and run Westerly along South line a distance of 871.46 feet; thence continue Westerly along South line a distance of 1317.5 feet; thence turn angle to right of 78 deg. 20' and run 339.02 feet, more or less, to North line of a 50 foot road; for the point of beginning, thence continue in the same direction a distance of 287.58 feet to the SW corner of property sold to Allied Flexible Products, Inc.; thence turn an angle to right of 101 deg. 39' and run Easterly along South line of Allied Flexible Products, Inc. property to the NW corner of property sold to August Leonard Armstrong and Merle S. Armstrong, as described in Deed Book 251, Page 402, Probate Office of Shelby County, Alabama; thence turn an angle to right of 100 deg. 19' 30" and run 292.25 feet to North right of way line of a 50 foot roadway; thence run Westerly along North line of said 50 foot roadway to point of beginning.

BOOK 45 PAGE 230

LEGAL DESCRIPTION (cont'd)Parcel #2

From the SW corner of the NW 1/4 of the SE 1/4 of Section 15, Township 20 South, Range 3 West, run Easterly along the South line of said 1/4 1/4 Section for a distance of 455.21 feet, thence turn left an angle of 101 degrees 40 minutes, and run Northwesterly 626.60 feet to the point of beginning of land herein described; thence continue Northwesterly 715.51 feet to the South R.O.W. of L & N R.R. thence turn right an angle of 90 degrees 22 minutes and run Northeasterly 477 feet thence turn right an angle of 124 degrees 39 minutes and run Southwesterly 78.94 feet, thence turn left an angle of 16 degrees 09 minutes and run Southwesterly 156.74 feet, thence turn left an angle of 59 degrees 22 minutes and run Southeasterly 151.36 feet, thence turn left an angle of 53 degrees 48 minutes Northeasterly 249.73 feet, thence turn right an angle of 43 degrees 56 minutes 20 seconds and run southeasterly 176.79 feet, thence turn right an angle of 3 degrees 14 minutes and run southeasterly 160.09 feet, thence turn right an angle of 44 degrees 31 minutes and run southwesterly 247.19 feet, thence turn right an angle of 49 degrees 34 minutes and run westerly 811.23 feet to the point of beginning.

Also including all the land that lies west of the center of Prarie Branch and the above described land.

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

1982 MAY 24 AM 9:46

Thomas G. Shouder, Jr.
JUDGE OF PROBATE

Recd 4.50
Ind 1.00
5.50

BOOK 45 PAGE 231