

TERMINATION OF CREDIT SUBLEASE
SUBORDINATION AGREEMENT

THIS TERMINATION OF CREDIT SUBLEASE SUBORDINATION AGREEMENT made as of this 11th day of February, 1983, between M&I MARSHALL & ILSLEY BANK, a banking corporation organized under the laws of the State of Wisconsin and having its principal place of business in Milwaukee, Wisconsin (the "Bank"), and HYDRO-LINE MANUFACTURING CO., a corporation organized and existing under the laws of the State of Illinois (the "Guarantor").

WHEREAS, the Guarantor, as lessee, entered into a Sublease dated as of March 1, 1982 (the "Sublease"), with Madison Heights Partnership, as lessor (the "Partnership"), of the premises described in Exhibit "A" attached hereto and incorporated herein, together with certain buildings, improvements and equipment located thereon;

WHEREAS, the Sublease was recorded on April 6, 1982 at 12:12 P.M. in the Probate Office of Shelby County, Alabama, in Deed Book 339, Page 55;

WHEREAS, The Industrial Development Board of the City of Hoover (the "Board"), entered into a Mortgage and a Security Agreement, both dated as of March 1, 1982 (the "Credit Mortgage" and the "Credit Security Agreement", respectively), under which the Board granted a mortgage and security interest in the premises described in Exhibit "A" attached hereto and incorporated herein, together with certain buildings, improvements and equipment located thereon, in favor of the Bank;

WHEREAS, the Credit Mortgage was recorded on April 6, 1982 at 12:05 P.M. in the Probate Office of Shelby County, Alabama, in Mortgage Book 419, Page 704;

WHEREAS, the Guarantor and the Bank entered into a Subordination, Attornment and Non-Disturbance Agreement dated as of March 1, 1982 (the "Credit Sublease Subordination Agreement"), under which the Partnership subordinated and subjected the Sublease and all its rights thereunder to the liens of the Credit Mortgage and Credit Security Agreement;

WHEREAS, the Credit Sublease Subordination Agreement was recorded on April 6, 1982 at 12:29 P.M. in the Probate Office of Shelby County, Alabama, in Misc. Book 44, Page 614; and

John J. Natter

#5, 212, 1/24/83 D.U.

WHEREAS, the Guarantor and the Bank desire to terminate the Credit Sublease Subordination Agreement.

NOW, THEREFORE, the Guarantor and the Bank hereby agree that the Credit Sublease Subordination Agreement is hereby terminated and annulled and shall no longer have any force and effect as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Termination of Credit Sublease Subordination Agreement as of the date first above written.

[SEAL]

M&I MARSHALL & ILSLEY BANK

Attest:

By:

7.21. [Signature]
Authorized Officer
Title: VP

[Signature]
Authorized Officer

Title: VP

By:

[Signature]
President

By:

[Signature]
Chairman of the Board
of Directors

[SEAL]

Attest:

[Signature]
Secretary

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COMPANY ACKNOWLEDGMENT

STATE OF ILLINOIS

:
: SS.
:

COUNTY OF WINNEBAGO

BE IT REMEMBERED, That on this 28th day of February, 1983, before me, the subscriber, a Notary Public in and for the above State and County, personally appeared O.B. Harding and J.H. Harding and R.D. Desmond, who I am satisfied are the persons who signed the within instrument, and acknowledged that they are the Chairman, President and Assistant Secretary of Hydro-Line Manufacturing Co., an Illinois corporation, and that they signed, sealed and delivered the same on behalf of said corporation, being authorized to do so by virtue of a Resolution of its Board of Directors, and that the within instrument is the voluntary act and deed of such corporation.

WITNESSETH my hand and seal.

Jaquelin G. Vandee
Notary Public

My Commission Expires: Oct 14, 1986

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STATE OF WISCONSIN
COUNTY OF MILWAUKEE

:
: SS.
:

BE IT REMEMBERED, that on this 16th day of Feb, 1983, before me, the subscriber, in and for said County, personally appeared A. B. Nichols, a V.P. of M&I MARSHALL & ILSLEY BANK, who I am satisfied is the person who signed the within instrument, and he/she acknowledged that he/she signed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Bank, made by virtue of a Resolution of its Board of Directors.

I hereby certify that I am not an officer or director of M&I Marshall & Ilsley Bank.

Witnesseth my hand and seal.

Carly M. Reck
Notary Public

My Commission Expires: 10/7/84

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

In cooperation with:
Jack H. Harrison, Esquire
2204 Lakeshore Drive, Suite 320
Birmingham, Alabama 35209

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

1983 MAR 21 AM 8:14

EXHIBIT "A"

Thomas A. Shanks
JUDGE OF PROBATE

Rec 7.50
Jud 1.00
8.50

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 of-way line being radial to said curved right-of-way line, said curved right-of-way line being concave in a northeasterly direction and having a radius of 780.00 feet; thence turn an angle to the right and run in a southeasterly direction along the arc of said curve for a distance of 161.96 feet to the end of said curve; thence run in a southeasterly direction along a line tangent to the end of said curve for a distance of 177.95 feet to a point of beginning of a second curve, said second curve being concave in a southwesterly direction and having a radius of 310.00 feet and a central angle of 64 degrees, 06 minutes; thence run along the arc of said curve for a distance of 346.81 feet to the end of said curve; thence run in a southeasterly direction along a line tangent to the end of said curve for a distance of 72.16 feet to the most northerly corner of the Gaskill Property; thence turn an angle to the right of 84 degrees 11 minutes 48 seconds and run in a southwesterly direction for a distance of 495.17 feet to the point of beginning.

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

EXHIBIT "A"

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