

STATE OF ALABAMA)

JEFFERSON COUNTY)

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned U I H Corp.
 _____, hereinafter called the Assignor, in consideration of
 a loan of money in the principal amount of Six Hundred Thousand and No/100-----
 _____ (\$ 600,000.00) as evidenced by a note of even
 date, and other valuable consideration, the receipt of which is hereby acknowledged,
 does hereby sell, assign, transfer and set over unto First Alabama Bank of Birmingham,
 a state banking association, hereinafter called the Assignee, its successors and
 assigns, all of its right, title and interest in that certain Master Lease Agreement
 between U I H Corp., as Lessor, and Unique Industries, Inc.,
 as Lessee, dated October 28, 1988.

This Agreement is made as security for the payment of One Principal Note herein-
 after called the Note, dated October 28, 1988, for \$ 600,000.00 with
 interest as stipulated therein, executed and delivered by the Assignor to the
 Assignee, and is security for the full and faithful performance by the Assignor of
 all the terms and conditions of said note.

Assignor agrees that it will not assign the rent or any part of the rent of
 said lease, not cancel or amend the lease, without the written consent of the Assignee;
 and not do any other act whereby said lease may, in the opinion of the Assignee, be
 impaired in value or quality.

Assignor further agrees that this Assignment shall remain in full force and
 effect so long as said Note remains unpaid and that it may be enforced by the Assignee,
 its successors and assigns, or the holder of said Note.

It is expressly understood and agreed by the Assignor and the Assignee hereof that
 said Assignor reserves and is entitled to collect the rents, income and profits, upon,
 but not prior to, their accrual under the aforesaid lease and to retain, use and enjoy
 the same unless and until the Assignor defaults in the performance of the terms and
 conditions of said Note.

✓
 First Alabama Bank
 Post Office Box 10247
 Birmingham, Alabama 35202

Assignor does hereby authorize and empower the Assignee, its successors and assigns, or the holder of said note, to collect all of the rents, issues and profits, now due or which may hereafter become due under or by virtue of said lease; and take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits.

Any amounts received or collected by Assignee, its successors and assigns by virtue of this Agreement shall be applied first to the payment of installments of principal and interest on said Note as and when they become due and payable and to the payment of any other amounts which may become due and payable pursuant to the terms of said Note; and the balance remaining after payment of the above, shall be paid to the Assignor.

The Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability, loss or damage which the Assignee might incur under said lease or by virtue of this assignment and from any and all claims and demands whatsoever which may be asserted against the Assignee thereunder or hereunder.

IN WITNESS WHEREOF, the said Assignor has hereunto set its hand and seal this

28 day of October, 19 88.

WITNESS:

AA McIntyre

U I H Corp.

By: *B. Hugh Taylor*
Its: *Pres.*

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

89 JAN 12 AM 8:59

John W. McNamee, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ <u>—</u>
2. Mtg. Tax	<u>—</u>
3. Recording Fee	<u>500</u>
4. Indexing Fee	<u>100</u>
TOTAL	<u>600</u>