


STATE OF ALABAMA     )  
                                     :  
SHELBY COUNTY         )

  
20050110000013560 Pg 1/7 29.00  
Shelby Cnty Judge of Probate, AL  
01/10/2005 11:42:00 FILED/CERTIFIED

**LICENSE AGREEMENT NO. 1**

**LICENSE AGREEMENT** (this "Agreement") is made and entered into this 11<sup>th</sup> day of December, 2004, by **TRIAD PROPERTIES, LLC**, an Alabama limited liability company (the "Grantor"), and **ABC POLYMER INDUSTRIES, LLC (f/k/a ALABAMA BAG COMPANY, LLC (f/k/a BIRMINGHAM BAG COMPANY, LLC))**, an Alabama limited liability company (the "Grantee").

**W I T N E S S E T H:**

**WHEREAS**, Grantor has agreed to grant a license to Grantee for the use of certain real property owned by Grantor, all pursuant to the terms set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants a revocable license to Grantee, and the parties hereby agree, as follows:

1.     **Grant of License.** Grantor hereby grants to Grantee, upon the terms and conditions hereinafter set forth, a non-exclusive license and permit (the "License") in the area described on Exhibit A attached hereto and incorporated herein by reference (the "License Area") to be used by Grantee to maneuver an over-the-road truck to and from the railroad siding the ("Railroad Siding") located on the real property owned by CSX Transportation, Inc. ("CSX") in those instances in which such use of an over-the-road truck is necessary, as determined by Grantee from time-to-time, in the loading and unloading goods, products and raw materials related to the business operated by Grantee and being delivered to Grantee by rail cars.

2.     **Use of License Area by Grantor.** Grantor hereby reserves the right for the use of the License Area in any and every manner not inconsistent with the License hereby granted to Grantee. Grantor further reserves, at all times, the right to cross the License Area by roads, pipe lines, side tracks or other installations which Grantor may desire to construct or erect.

3.     **Revocation and Termination.** The License shall be revocable and terminable by Grantor at will, for any reason whatsoever, effective ninety days after advance notice of such revocation or termination as given to Grantee in writing, at the address and in the manner specified for Grantee in this Agreement.

4. **Maintenance of License Area.** Grantee covenants and agrees to undertake and perform any and all maintenance and repair to the License Area and to keep the License Area free of overgrowth, groomed and sightly in appearance.

5. **Indemnification.** Except for willful or wanton acts of Grantor, Grantee hereby assumes, shall be responsible for and shall defend, indemnify and save Grantor harmless from and against any and all liability, loss, claim, suite, damage, charge or expense which Grantor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury of any person whomsoever (including officers, agents, employees or invitees of Grantor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the use of, or operations on, the License Area by Grantee, its officers, employees, agents and contractors. The indemnity provided for in this paragraph shall be deemed to include causes and damages attributable to pollution, harm to the environment and the discharge or release of any substance which is regarded as hazardous or toxic under any federal, state or local law, or otherwise, including human exposure to such substance.

6. **Insurance.** Grantee, at its sole cost and expense, shall procure and maintain in effect throughout the continuance of this Agreement:

(a) A policy of Commercial General Liability Insurance (CGL), naming Grantor (or other future owner of fee title to the License Area) as additional insured and with an endorsement covering the obligations of Grantee under this Agreement. A coverage limit of not less than three million dollars (\$3.0 million) Combined Single Limit per occurrence for bodily injury liability and property damage shall be maintained.

(b) A pollution and environmental policy of insurance naming Grantor (or other future owner of the License Area) as additional insured and providing a coverage limit of not less than three million dollars (\$3.0 million) for bodily injury liability and property damage resulting from a release of, exposure to, contamination by, clean-up costs for, and a spill of any hazardous or toxic substance under any federal, state or local law or otherwise (including the defense of any associated litigation).

As long as Research Solvents & Chemicals, Inc., an Alabama corporation ("RSC"), is the tenant of the real property adjoining any of the License Area, or other entity owned or controlled by any of the members of Grantor, then RSC (or such other affiliated entity, if applicable) shall also be an additional insured on each policy of insurance required by this Agreement. The evidence of insurance coverage shall be provided to Grantor and endorsed to provide for thirty (30) days' notice to Grantor prior to cancellation or modification of any policy. The existence of such insurance shall not limit Grantee's liability under this Agreement, but shall be security therefor.

7. **Compliance with Law.** Grantee shall comply with all laws and governmental requirements in Grantee's usage of the License Area.

8. **Notices.** Any notice, demand or other communication provided for in this Agreement shall be in writing and sent by personal delivery, facsimile (with confirmation of receipt) or registered or certified U.S. Mail with return receipt requested, postage prepaid, to the appropriate party at its address or facsimile number below:

Grantor: Triad Properties, LLC  
Post Office Box 1667  
402 Industrial Park Drive  
Pelham, Alabama 35124  
Attention: Jeffrey O. Miller, Jr.  
Facsimile: 205/663-6401

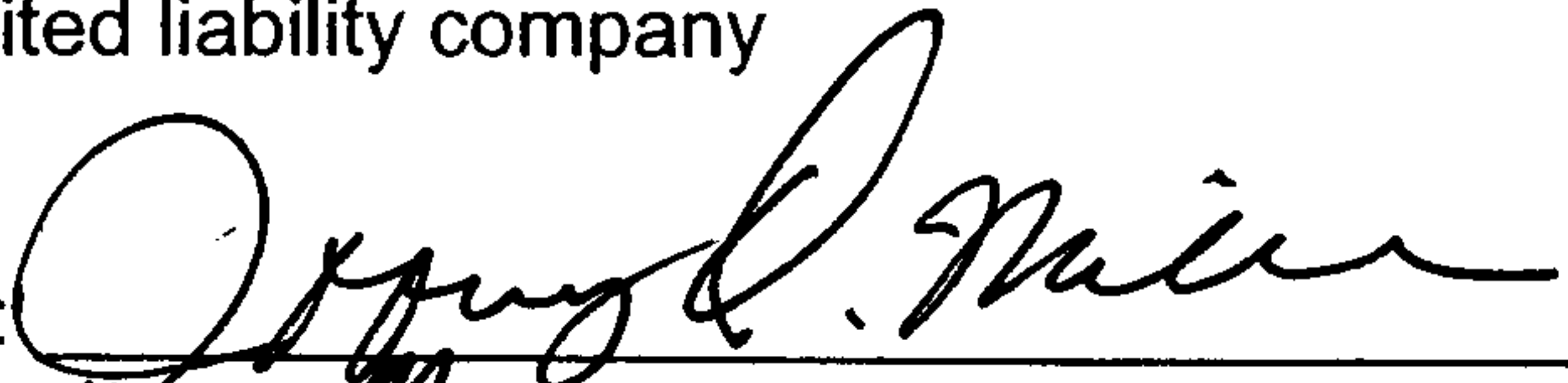

If to Grantee: ABC Polymer Industries, Inc.  
300 M.H. Williams Drive  
Helena, Alabama 35080  
Attention: Randy Reed  
Facsimile 205/620-9882

Addresses for notice may be changed from time-to-time by written notice to the other party hereto which notice shall further be recorded in the Office of the Judge of Probate of Shelby County, Alabama. Any notice or communication shall be effective (i) if given by mail, upon the earlier of three business days following deposit in a post office or other official depository under the care and custody of the United States Postal Service or successor institution, (ii) if sent by facsimile, on the date of the sender's confirmation of receipt and (iii) if by personal delivery, on the date of delivery to the above address.

9. **Governing Law.** This instrument shall be governed by the law, of the state of Alabama.

**IN WITNESS WHEREOF**, the Grantor and Grantee have caused this Agreement to be executed on the day and year first above written.

**TRIAD PROPERTIES, LLC**, an Alabama  
limited liability company

By:   
Its 



STATE OF ALABAMA     )  
                                     :  
SHELBY COUNTY         )

I, the undersigned, a notary public in and for said county, in said state, hereby certify that **JEFFREY O. MILLER**, whose name as a member of **TRIAD PROPERTIES, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 14<sup>th</sup> day of Dec, 2004.


  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: 9-16-06

[SIGNATURES CONTINUED ON THE FOLLOWING PAGES]

**ABC POLYMER INDUSTRIES, LLC (f/k/a  
ALABAMA BAG COMPANY, LLC (f/k/a  
BIRMINGHAM BAG COMPANY, LLC)), an  
Alabama limited liability company**

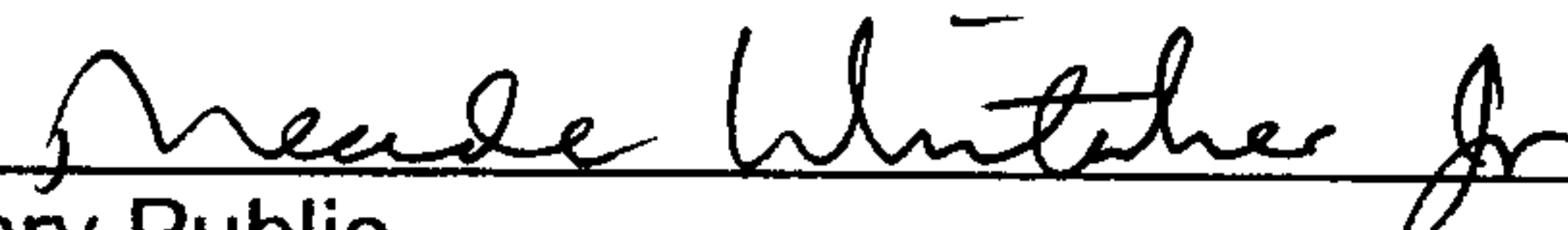
By:   
Randy Reed  
Its Manager

STATE OF ALABAMA     )  
                                  :  
SHELBY COUNTY         )

I, the undersigned, a notary public in and for said county, in said state, hereby certify that **RANDY REED**, whose name as Manager of **ABC POLYMER INDUSTRIES, LLC (f/k/a ALABAMA BAG COMPANY, LLC (f/k/a BIRMINGHAM BAG COMPANY, LLC))**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 11<sup>th</sup> day of Dec., 2004.

[NOTARIAL SEAL]

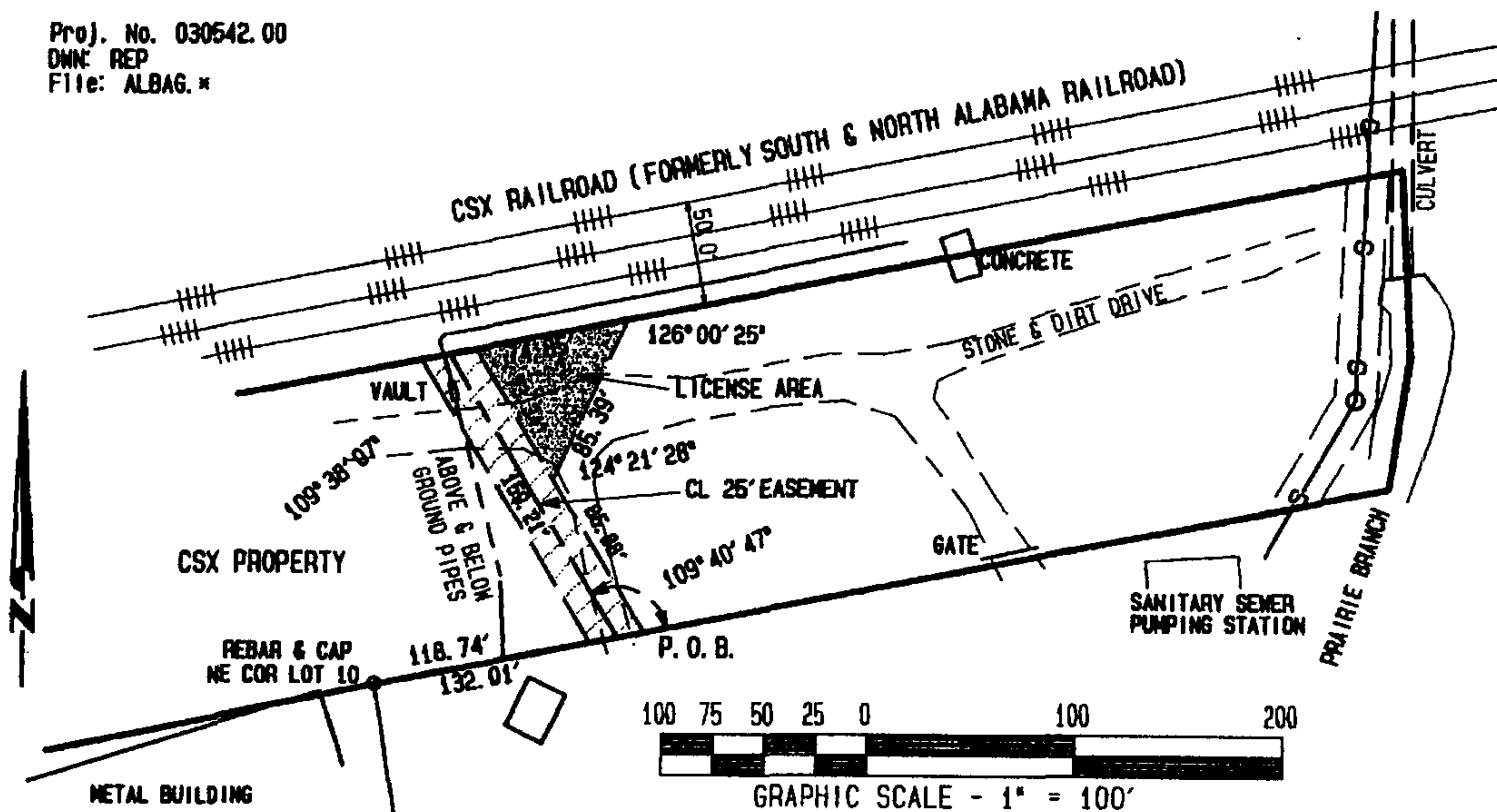
  
Notary Public

My commission expires: 3/26/07

**EXHIBIT A**  
**TO**  
**LICENSE AGREEMENT NO. 1**

**License Area**

Commence at the Northeast corner of Lot 10, Block 2 according to the survey of Mullins East Side Addition to Helena as recorded in Map Book 4, Page 25 in the Probate Office of Shelby County, Alabama; thence run in a Northeasterly direction along a line lying 200 feet at right angles from and parallel to the centerline of the main track of CSX Railroad for 132.01 feet; thence deflect 109°40'47" and run to the left in a Northwesterly direction for 85.88 feet to the Point of Beginning of the herein described easement; thence continue along the last described course in a Northwesterly direction for 73.34 feet to the Southerly right of way of CSX Railroad, said point lying 50 feet at right angles from the centerline of the main track of said railroad; thence deflect 109°38'07" and run to the right in a Northeasterly direction along said right of way for 74.85 feet; thence deflect 126°00'25" and run to the right in a Southwesterly direction for 85.39 feet to the point of beginning.



LOT 10 - BLOCK 2  
MULLINS EAST SIDE ADD.  
TO HELENA  
MAP BOOK 4, PAGE 25

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#### LICENSE AREA LEGAL DESCRIPTION

Commence at the Northeast corner of Lot 10, Block 2 according to the survey of Mullins East Side Addition to Helena as recorded in Map Book 4, Page 25 in the Probate Office of Shelby County, Alabama; thence run in a Northeasterly along a line lying 200 feet at right angles from and parallel to the centerline of the main track of CSX Railroad for 132.01 feet; thence deflect  $109^{\circ}40'47''$  and run to the left in a Northwesterly direction for 85.88 feet to the Point of Beginning of the herein described easement; thence continue along the last described course in Northwesterly direction for 73.34 feet to the Southerly right of way of CSX Railroad, said point lying 50 feet at right angles from the centerline of the main track of said railroad; thence deflect  $109^{\circ}38'07''$  and run to the right in a Northeasterly direction along said right of way for 74.85 feet; thence deflect  $126^{\circ}00'25''$  and run to the right in a Southwesterly direction for 85.39 feet to the point of beginning.

The purpose of this plat is to show the location of a ~~proposed easement~~ and license area located on property CSX property lying in the SW 1/4 of the NE 1/4 of section 15, township 20 South, Range 3 West in Shelby County, (Helena), Alabama. This plat was prepared using information from a survey prepared by me dated March 31, 2004.



*Robb E Phillips* 10/7/04  
Robbin E. Phillips, A.L.S. #14976  
Paragon Engineering, Inc.  
2320 Highland Ave. South  
Suite 175  
Birmingham, Alabama 35205  
(205) 939-1119

Exhibit A