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FIRST SUPPLEMENTAL LEASE AGREEMENT

This FIRST SUPPLEMENTAL LEASE AGREEMENT dated as of September 1, 1981 is entered into between THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM (the "Board"), a public corporation and instrumentality under the laws of the State of Alabama and HARBERT CONSTRUCTION CORPORATION (the "Lessee"), a corporation organized under the laws of the State of Alabama.

W I T N E S S E T H:

WHEREAS, the Board and the Lessee have heretofore entered into that certain Lease Agreement dated as of September 1, 1975 (the "Lease") in connection with the issuance by the Board of \$3,200,000 aggregate principal amount of its Industrial Development First Mortgage Revenue Bonds, Series 1975-HCC (the "Bonds"), and

WHEREAS, the Board and the Lessee desire to amend certain provisions of the Lease as hereinafter described;

NOW THEREFORE, the parties hereto agree as follows:

1. Section 6.1 of the Lease is hereby amended to read as follows:

"The Lessee may assign this Lease Agreement, and may sublet the Project or any part thereof, without the necessity of obtaining the consent of either the Lessor or the Trustee. No such assignment or subleasing shall, however, in any way relieve the Lessee from primary liability for any of its obligations hereunder, and in the event of any such assignment or subleasing the Lessee shall continue to remain primarily liable for the payment of all rentals herein provided to be paid by it and for the performance and observance of the other agreements and covenants on its part herein provided to be performed and observed by it; provided, however, that the Lessee may assign all of its rights and obligations under this Lease Agreement to Harbert International, Inc., and such assignment shall constitute a complete novation of Harbert International, Inc. for Harbert Construction Corporation as Lessee hereunder."

2. Except as amended hereby, the Lease shall remain in full force and effect.

J. Foster Clark

BALCH, BINGHAM, BAKER, HAWTHORNE, WILLIAMS & WARD

ATTORNEYS AND COUNSELORS

P. O. BOX 306

BIRMINGHAM, ALABAMA 35201

19811021000111830 1/4 \$.00
Shelby Cnty Judge of Probate, AL
10/21/1981 12:00:00 AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Lease Agreement to be executed by their duly authorized officers, all as of the date first above written.

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF PELHAM

By *Paul M. Speck*
Chairman of the Board
of Directors

[S E A L]

Attest: *M. M. [Signature]*
Secretary

HARBERT CONSTRUCTION CORPORATION

By *John W. Harbert*

[S E A L]

Attest: *[Signature]*
Secretary

19811021000111830 2/4 \$.00
Shelby Cnty Judge of Probate, AL
10/21/1981 12:00:00 AM FILED/CERT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Daniel M. Spitzer, whose name as Chairman of the Board of Directors of The Industrial Development Board of the Town of Pelham, a public corporation, is signed to the foregoing instrument, and who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Board.

Given under my hand and seal of office, this 9th day of September, 1981.

Jerry B. Lippin
Notary Public

My commission expires: 1/19/84
(Seal)

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

19811021000111830 3/4 \$.00
Shelby Cnty Judge of Probate, AL
10/21/1981 12:00:00 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that John M. Harbert III, whose name as Chairman / CEO of Harbert Construction Corporation, an Alabama corporation, is signed to the foregoing instrument, and who is known to me and known to be such officer, acknowledged before me on this day that, being informed of the contents of said instrument he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office, this 9th day of September, 1981.

Donna C. White
Notary Public

My commission expires: 1-20-85
(Seal)

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CONSENT OF TRUSTEE

THE FIRST NATIONAL BANK OF BIRMINGHAM, as Trustee under the Mortgage, Security Agreement and Indenture of Trust dated as of September 1, 1975, between The Industrial Development Board of the Town of Pelham and the said Trustee hereby consents to the execution of the First Supplemental Lease Agreement set out above.

THE FIRST NATIONAL BANK
OF BIRMINGHAM, as Trustee

September 10, 1981

By 

VICE PRESIDENT AND CORPORATE TRUST OFFICER



19811021000111830 4/4 \$.00
Shelby Cnty Judge of Probate, AL
10/21/1981 12:00:00 AM FILED/CERT

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

1981 OCT 21 AM 8:57

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

Rec. 6.00
Incl. 1.00
7.00

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