

122
This document prepared by
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EXECUTION COPY

STATE OF ALABAMA)

COUNTY OF SHELBY)

FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

THIS FIRST AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT (this "First Amendment") is made and entered into as of March 1, 1991, by and among THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT, a public corporation organized and existing under the laws of the State of Alabama ("Board") and HEADQUARTERS PARTNERSHIP, an Alabama general partnership ("Borrower"), as mortgagors (collectively, "Mortgagors") and NATIONAL AUSTRALIA BANK LIMITED, a corporation organized and existing under the laws of the State of Victoria in the Commonwealth of Australia, acting by and through its New York Branch, as mortgagee ("Bank").

W I T N E S S E T H :

WHEREAS, at the request of Borrower, Board has issued its Variable Rate Demand Industrial Revenue Refunding Bonds (Headquarters Partnership Project) Series 1990 (the "Series 1990 Bonds") in the aggregate principal amount of \$7,130,000 pursuant to a Trust Indenture dated as of July 1, 1990 (the "Original Indenture") between Board and AmSouth Bank, National Association, as trustee ("Trustee");

WHEREAS, at the request of Borrower, Bank issued an irrevocable letter of credit (the "Series 1990 Letter of Credit") to secure certain payments to be made with respect to the Series 1990 Bonds pursuant to a Letter of Credit Reimbursement Agreement dated as of July 1, 1990 (the "Series 1990 Reimbursement Agreement") between Borrower and Bank;

WHEREAS, to secure Borrower's obligations to Bank under the Series 1990 Reimbursement Agreement and to induce Bank to issue the Series 1990 Letter of Credit, Borrower entered into a Mortgage and Security Agreement dated as of July 1, 1990

BOOK 336 PAGE 04

(the "Series 1990 Mortgage") granting Bank a lien and security interest on the facilities financed with proceeds of the Series 1990 Bonds;

WHEREAS, at the request of Borrower, Board has agreed to issue its Taxable Industrial Revenue Bonds (Headquarters Partnership Project) Series 1991 (the "Series 1991 Bonds") in the aggregate principal amount of \$7,250,000 pursuant to the Original Indenture, as supplemented by a First Supplemental Indenture dated as of March 1, 1991 between Board and Trustee the Original Indenture (the Original Indenture, as so supplemented, being hereinafter referred to as the "Indenture");

WHEREAS, Borrower has requested Bank to issue an irrevocable letter of credit (the "Series 1991 Letter of Credit") to secure certain payments to be made with respect to the Series 1991 Bonds; and

WHEREAS, in order to induce Bank to issue the Series 1991 Letter of Credit, Board and Borrower have agreed to amend the Series 1990 Mortgage as provided in this First Amendment.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Bank to issue the Series 1991 Letter of Credit, the parties hereby agree as follows:

Section 1. Amendments. The Series 1990 Mortgage is hereby amended as follows:

(a) The reference to "the Bonds" contained in paragraph (b) of the Article I Granting Clauses on page 3 of the Series 1990 Mortgage shall mean and include, collectively, (i) Board's Variable Rate Demand Industrial Revenue Refunding Bonds (Headquarters Partnership Project) Series 1990 and (ii) Board's Taxable Industrial Revenue Bonds (Headquarters Partnership Project) Series 1991, all of which have been issued pursuant to the Indenture;

(b) Paragraph (a) of the Article I Granting Clauses on page 3 of the Series 1990 Mortgage is amended by adding the words "and Exhibit A-1" immediately before the word "hereto," in the second line of such paragraph;

BOOK 336 PAGE 05

(c) Exhibit A-1 attached hereto is added to and incorporated into the Series 1990 Mortgage as if originally attached thereto immediately following Exhibit A attached thereto; and

(d) The second line of the paragraph on page 3 of the Series 1990 Mortgage beginning "SUBJECT, HOWEVER, . . ." is amended by deleting the phrase "Exhibit C" and substituting in lieu thereof the phrase "Exhibit B."

Section 2. Mortgage Confirmed. The Series 1990 Mortgage, as specifically amended by this First Amendment, is and shall remain in full force and effect in accordance with its terms.

Section 3. Miscellaneous.

(a) Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given such terms in the Series 1990 Mortgage.

(b) Invalidity. In the event that any one or more of the provisions contained in this First Amendment shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this First Amendment.

(c) Counterparts. This First Amendment may be executed in several counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Successors and Assigns. This First Amendment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Board, Borrower and Bank.

(e) GOVERNING LAW. THIS FIRST AMENDMENT IS A CONTRACT MADE UNDER AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF ALABAMA.

[Remainder of page intentionally left blank]

BOOK 336 PAGE 06

IN WITNESS WHEREOF, Board, Borrower and Bank have executed this First Amendment under seal on the day and year first above written.

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF VINCENT

Attest:

By

Heath L. Cornell
Name Heath L. Cornell
Title Secretary

By

Edwin Smith
Name Edwin Smith
Title Chairman

[Signatures continued on following page]

BOOK 336 PAGE 07

HEADQUARTERS PARTNERSHIP

Witness:

By Judy H. Lockhart
Name Judy H. Lockhart
Title Notary Public

By J. T. Stephens
J. T. Stephens
General Partner

[Signatures continued on following page]

BOOK 336 PAGE 08

NATIONAL AUSTRALIA BANK,
LIMITED, acting by and through
its New York Branch

By


Name Greg Targett
Title Senior Vice President

BOOK 336 PAGE 09

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

ACKNOWLEDGMENT FOR CORPORATION

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that J. T. Stephens, whose name as general partner of Headquarters Partnership, an Alabama general partnership, 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 general partner, and with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and official seal this *2nd* day of April, 1991.

Judy H. Lockart
Notary Public

My Commission expires:

4-22-94

[NOTARY SEAL]

BOOK 336 PAGE 10

STATE OF ALABAMA)
)
COUNTY OF *Jefferson*)

ACKNOWLEDGMENT FOR CORPORATION

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that *Calvin Smith* and *Hewitt L. Conwill*, whose names as *Chairman* and *Secretary* of The Industrial Development Board of the Town of Vincent, a public corporation organized and existing under the laws of the State of Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this *2nd* day of April, 1991.

Judy H. Lockart

Notary Public

My Commission expires:

4-22-94

[NOTARY SEAL]

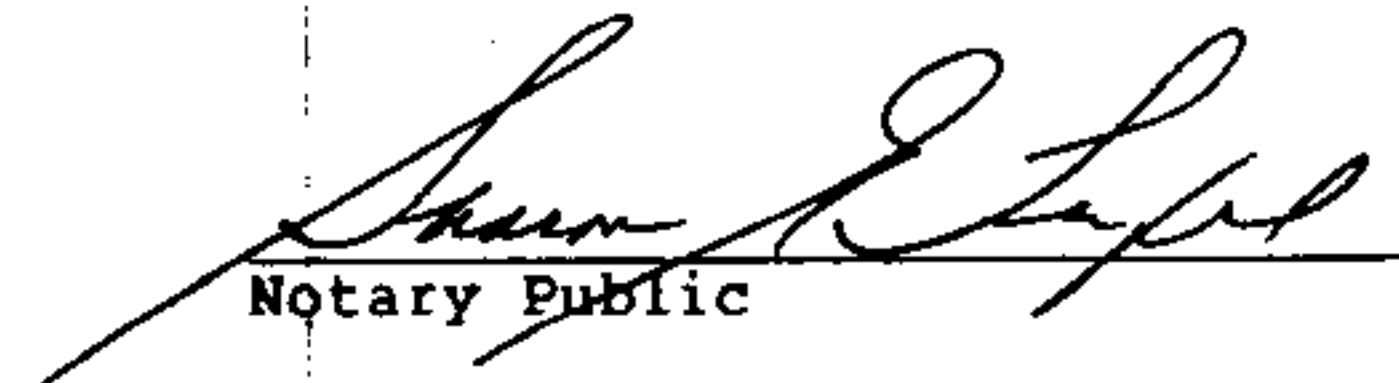
BOOK 336 PAGE 11

STATE OF ~~ALABAMA~~ ^{NEW YORK})
COUNTY OF ~~JEFFERSON~~ ^{NEW YORK})

ACKNOWLEDGMENT FOR CORPORATION

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Greg Targett, whose name as Senior Vice President of National Australia Bank Limited, a corporation organized and existing under the laws of the State of Victoria in the Commonwealth of Australia, 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 officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of March, 1991.


Notary Public

My Commission expires:

SHARON E. TEUFEL
Notary Public, State of New York
No.

Qualified in New York County
Commission Expires March 30, 1993

[NOTARY SEAL]

BOOK 336 PAGE 12

EXHIBIT A - /

Legal Description of Additional Real Property

A parcel of land situated in the northwest quarter of Section 17, Township 19 South, Range 1 West.

Commence at the southwest corner of the southwest quarter of the northwest quarter of Section 17, Township 19 South, Range 1 West, and run east along the south line of said quarter-quarter section for a distance of 90.46 feet; thence turn 69 degrees 58 minutes 56 seconds to the left and run northeasterly 171.03 feet; thence turn 93 degrees 46 minutes 50 seconds to the right for a distance of 227.50 feet; thence turn 88 degrees 13 minutes 57 seconds to the left for a distance of 630.96 feet; thence turn 66 degrees 52 minutes 31 seconds to the right for a distance of 94.74 feet to the point of beginning; thence continue along the last described course for a distance of 74.14 feet; thence turn 73 degrees 57 minutes 49 seconds to the left for a distance of 595.25 feet; thence turn 166 degrees 43 minutes 34 seconds to the right and run southerly for a distance of 435.15 feet; thence turn 59 degrees 12 minutes 38 seconds to the left and run southeasterly for a distance of 245.69 feet; thence turn 104 degrees 04 minutes 45 seconds to the left and run northerly for a distance of 392.78 feet; thence turn 07 degrees 57 minutes 56 seconds to the left for a distance of 231.27 feet; thence turn 107 degrees 05 minutes 23 seconds to the right and run southeasterly for a distance of 314.31 feet; thence turn 122 degrees 44 minutes 49 seconds to the left and run northerly for a distance of 102.54 feet; thence turn 21 degrees 21 minutes 08 seconds to the left for a distance of 188.04 feet; thence turn 15 degrees 11 minutes 42 seconds to the right for a distance of 225.57 feet; thence turn 114 degrees 19 minutes 00 seconds to the right for a distance of 61.43 feet; thence turn 43 degrees 58 minutes 18 seconds to the left for a distance of 25.23 feet; thence turn 109 degrees 39 minutes 19 seconds to the right and run in a southerly direction for a distance of 122.83 feet; thence turn 15 degrees 11 minutes 42 seconds to the left for a distance of 222.29 feet; thence turn 21 degrees 21 minutes 08 seconds to the right for a distance of 131.91 feet; thence turn 17 degrees 03 minutes 06 seconds to the right for a distance of 211.51 feet; thence turn 03 degrees 25 minutes 43 seconds to the left for a distance of 647.51 feet; thence turn 87 degrees 11 minutes 37 seconds to the right and run northwesterly for a distance of 410.00 feet; thence turn 22 degrees 24 minutes 39 seconds to the right for a distance of 349.41 feet to the point of beginning. Containing 444,799.79 square feet or 10.2112 acres.

NO TAX COLLECTED

1	Deed Tax	0.00
2	Mfg. Tax	0.00
3	Recording Fee	3.50
4	Transfer Tax	0.00
5	Notary Fee	1.00
6	Contract Fee	0.00
Total:		3.50

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

91 APR -2 AM 8:44

John W. Sullivan, Jr.
JUDGE OF PROBATE

