

1. Return copy or recorded original to:

Angela Vosnos
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

STATE OF ALABAMA
I CERTIFY THIS INSTRUMENT WAS FILED
91 APR -3 AM 9:23
JUDGE OF PROBATE

027866

Pre-paid Acct. # _____
2. Name and Address of Debtor (Last Name First if a Person)

Harbert International, Inc.
One Riverchase Parkway South
Birmingham, Alabama 35244

Social Security/Tax ID # _____
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # _____

Additional debtors on attached UCC-E
3. SECURED PARTY (Last Name First if a Person)

Continental Bank, as agent
231 South LaSalle Street
Chicago, Illinois 60697

Social Security/Tax ID # _____
 Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:

The Collateral described on Schedule I as it relates to the Real Estate described in Exhibit A.

fee
The owner of the real estate is Industrial Development Board of the Town of Pelham. The record owner of the estate in such real estate is Debtor.
Filed as additional security for mortgage filed contemporaneously herewith

/and proceeds
Check X if covered: Products of Collateral are also covered.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:		
000	900	
100		
200		
300		
500		
600		
700		

Judge of Probate of
Shelby County, Alabama

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 already subject to a security interest in another jurisdiction when debtor's location changed to this state.
 which is proceeds of the original collateral described above in which a security interest is perfected.
 acquired after a change of name, identity or corporate structure of debtor
 as to which the filing has lapsed
Harbert International, Inc.
By: *G. Montgomery*
Signature(s) of Debtor(s)

Signature(s) of Debtor(s)
Harbert International, Inc.
Type Name of Individual or Business

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ 5,000,000
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 7,500 18.00
8. This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)
Continental Bank N.A., as Agent
By: *Daniel A. Simon* Senior Vice President
Signature(s) of Secured Party(ies) or Assignee
Continental Bank N.A., as Agent
Type Name of Individual or Business

SCHEDULE I
to
Uniform Commercial Code
Financing Statement Form UCC-
1 ALA listing Harbert
International, Inc. as Debtor
and Continental Bank N.A., as
Agent for itself and other
Lenders, as described herein,
and as Secured Party

Attached to and made a part thereof.

Debtor

Harbert International, Inc.
One Riverchase Parkway South
Birmingham, Alabama 35244
FEIN: [REDACTED]

Secured Party

Continental Bank N.A., as Agent
for itself, AmSouth Bank, N.A.,
Central Bank of the South, The
Citizens and Southern National
Bank, National Westminster
Bank USA, Southtrust Bank of
Alabama, National Association and
any other Lenders under the
Credit Agreement referred to below
231 South LaSalle Street
Chicago Illinois 60697
FEIN: [REDACTED]

For purposes of this Financing Statement, the term
Collateral includes all of the following:

(i) All of the Debtor's right, title and interest in and to
the land described on Exhibit A attached hereto (the "Land"),
together with all and singular of the tenements, rights,
easements, hereditaments, rights of way, privileges, liberties,
appendages and appurtenances now or hereafter belonging or in
anywise appertaining to the Land (including, without limitation,
all rights relating to storm and sanitary sewer, water, gas,
electric, railway and telephone services); all of Debtor's
development rights, air rights, water, water rights, water stock,

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gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of the Debtor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing are herein referred to collectively as the "Real Estate");

(ii) All present and future estate, right, title and interest of the Debtor, as lessee or otherwise, in and to the land, the Improvements (defined hereinafter), and any other real property (collectively, the "Leased Property") which is subject to the lease described on Exhibit B hereto and all present and future amendments, extensions, renewals and supplements thereto (collectively, the "Facility Lease"), or which is created under or pursuant to or arises out of the Facility Lease, including all of Debtor's unexpired estate, title, interest and term of years in the Leased Property by virtue of the Facility Lease and any and all credits (including, without limitation, any credits toward rents), deposits (except for deposits relating to the Mortgage, Security Agreement and Indenture of Trust between the Industrial Development Board of The Town of Palham and AmSouth Bank, N.A. (f/k/a First National Bank of Birmingham) dated as of September 1, 1975, options to renew or extend, options to purchase, rights of first refusal, and other rights and privileges of the Debtor thereunder (all of the foregoing are referred to herein collectively as the "Leasehold Estate");

(iii) All present and future right, title and interest of the Debtor in and to the Facility Lease whether now owned or hereafter acquired;

(iv) All buildings, structures, replacements, fixtures, fittings and other improvements of every kind and character now or hereafter located or erected on the Real Estate and owned or purported to be owned by the Debtor, together with all building or construction materials, fittings and fixtures of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate or any Improvement and owned or purported to be owned by the Debtor, including all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing are herein referred to collectively as the "Improvements");

(v) All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Debtor directly or indirectly from the Premises;

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(vi) All rights of the Debtor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Debtor or any consideration for the use, possession or occupancy of, or any estate in, the Premises (defined hereinafter) or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(vii) All rights of the Debtor, if any, to plans and specifications, designs, drawings and other matters prepared in connection with construction of improvements and maintenance of the Premises;

(viii) All rights of the Debtor, if any, under any contracts executed by the Debtor with any provider of goods or services for or in connection with any construction undertaken on, or services performed or to be performed in connection with the construction of improvements on and maintenance of the Premises, including any architect's contract;

(ix) All rights of the Debtor, if any, as seller or borrower under any agreement, contract, understanding or arrangement pursuant to which the Debtor has or may hereafter have, with the prior written consent of the Secured Party, obtained the agreement of any Person to pay or disburse any money for the Debtor's sale (or borrowing on the security) of the Collateral or any part thereof; and

(x) All other property or rights of the Debtor of any kind or character related to the Premises, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing. (All of the Real Estate, the Leasehold Estate, the Facility Lease and the Improvements, and any other property which is real estate under Applicable Law, are sometimes referred to collectively herein as the "Premises".)

EXHIBIT "A"

A parcel of land situated in the W 1/2 of the SE 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of the SW 1/4 of the SE 1/4 of Section 30, Township 19 South, Range 2 West; thence along the East line of said 1/4-1/4 section North 00 deg. 26 min., 21 sec. West, 1,067.00 feet along 1/4-1/4 line to the point of beginning; thence South 57 deg. 21 min. 00 sec. West 909.19 feet; thence North 32 deg. 39 min. 00 sec. West, 320.00 feet to the beginning of a curve to the right, said curve having a central angle of 67 deg. 37 min. 00 sec., a radius of 118.00 feet and length of 139.26 feet; thence North 34 deg. 58 min. 00 sec. East, 188.58 feet to the beginning of a curve to the left, said curve having a central angle of 23 deg. 06 min. 00 sec., a radius of 285.00 feet and a length of 114.90 feet; thence North 11 deg. 52 min. 00 sec. East, 61.05 feet to the beginning of a curve to the right, said curve having a central angle of 25 deg. 23 min. 00 sec., a radius of 380.00 feet and length of 168.35 feet; thence North 37 deg. 15 min. 00 sec. East, 61.94 feet to the beginning of a curve to the left, said curve having a central angle of 10 deg. 53 min. 00 sec., a radius of 965.00 feet and length of 183.30 feet; thence North 26 deg. 22 min. 00 sec. East, 161.06 feet to the beginning of a curve to the right, said curve having a central angle of 07 deg. 53 min. 00 sec., a radius of 732.00 feet, and a length of 100.72 feet; thence North 34 deg. 15 min. 00 sec. East, 78.34 feet to the beginning of a curve to the left, said curve having a central angle of 09 deg. 15 min. 00 sec., a radius of 717.00 feet and a length of 115.75 feet; thence North 25 deg. 00 min. 00 sec. East, 61.94 feet to the beginning of a curve to the left, said curve having a central angle of 58 deg. 36 min. 00 sec., a radius of 50.00 feet and a length of 51.14 feet; thence North 33 deg. 36 min. 00 sec. West, 13.02 feet to the Southeasterly right-of-way line of Valleydale Road as of August 6, 1975; thence North 57 deg. 18 min. 52 sec. East along said right-of-way, 127.02 feet; thence South 33 deg. 36 min. 00 sec. East, 6.90 feet to the beginning of a curve to the right, said curve having a central angle of 79 deg. 42 min. 00 sec., a radius of 170.00 feet and a length of 236.47 feet; thence South 46 deg. 06 min. 00 sec. West, 84.64 feet to the beginning of a curve to the left, said curve having a central angle of 19 deg. 44 min. 00 sec., a radius of 667.00 feet and a length of 229.72 feet; thence South 26 deg. 22 min. 00 sec. West, 161.06 feet to the beginning of a curve to the right, said curve having a central angle of 10 deg. 53 min. 00 sec., a radius of 1,030.00 feet and a length of 195.65 feet; thence South 37 deg. 15 min. 00 sec. West, 61.94 feet to the beginning of a curve to the left, said curve having a central angle of 25 deg. 23 min. 00 sec., a radius of 315.00 feet and a length of 139.55 feet; thence South 11 deg. 52 min. 00 sec. West, 61.05 feet to the beginning of a curve to the right, said curve having a central angle of 08 deg. 27 min. 48 sec., a radius of 350.00 feet and a length of 51.70 feet; thence North 57 deg. 21 min. 00 sec. East, 865.10 feet to the 1/4-1/4 line; thence South 00 deg. 26 min. 21 sec. East, 573.23 feet along said 1/4-1/4 line to the point of beginning; less and except such portion of the foregoing tract as lies within the present right-of-way of Valleydale Road. Subject to outstanding mineral and mining rights, plus restrictive covenants, restrictions, rights of way and easements of record.

EXHIBIT B

Lease Agreement between The Industrial Development Board of the City of Pelham, as Landlord, (the "Landlord") and Harbert Construction Corporation, as Tenant, (the "Original Tenant") dated September 1, 1975 and recorded in Deed Book 294 page 794 in the Probate Office of Shelby County, Alabama and amended by First Supplemental Lease Agreement between Landlord and the Original Tenant recorded in Misc. Book 42 page 503, assigned by the Original Tenant to Harbert International, Inc. (the "Debtor") by instrument dated September 10, 1981, confirmed under Acknowledgement and Confirmation Regarding Lease Agreement among Landlord, the Debtor and AmSouth Bank, N.A., as Trustee, dated March 10, 1991, as recorded in Real 336 page 457 in said Probate Office as further amended by the Second Supplemental Lease Agreement between the Debtor and the Landlord dated March 1, 1991, as recorded in Real 336 page 427 in said Probate Office, which demises, inter alia, the Real Estate described on Exhibit A.

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