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THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:

Angela T. Vosnos
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
312/782-0600

STATEMENT RESPECTING LEASE

Continental Bank N.A., as Agent
231 South LaSalle Street
Chicago, Illinois 60697

Attention: Bruce A. Simons

Re: Lease Agreement dated as of September 1, 1975 by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM, a public corporation and instrumentality under the laws of the State of Alabama, as landlord ("Landlord"), and HARBERT INTERNATIONAL, INC., a Delaware corporation, as tenant, (herein called "Tenant") [as successor to HARBERT CONSTRUCTION CORPORATION, an Alabama corporation ("Harbert")], demising the premises commonly known as the Harbert Headquarters Building and legally described on Exhibit A which is attached hereto and made a part hereof (the "Leased Premises")

Ladies and Gentlemen:

Reference is made to the above-described lease which, together with the amendments described in paragraph 1 below, if any, is hereinafter referred to as the "Lease." The undersigned Landlord and Trustee (as hereinafter defined) hereby certifies to and agrees with Continental Bank N.A., a national banking association, as agent for itself and certain other financial institutions ("Lender"), as follows:

1. The Lease is valid and is in full force and effect and has not been assigned, modified, supplemented or amended in any way except as set forth below and represents the entire agreement between the parties thereto:

- (i) Mortgage, Security Agreement and Indenture of Trust Between Landlord and AmSouth Bank, N.A. (as successor to The First National Bank of Birmingham) (the "Trustee") dated as of

September 1, 1975, as amended and supplemented by a First Supplemental Mortgage, Security Agreement and Indenture of Trust dated as of March 1, 1991 between Landlord and Trustee (the "IDB Mortgage");

- (ii) First Supplemental Lease Agreement dated as of September 1, 1981 between Landlord and Harbert;
- (iii) Assignment of Lease Agreement dated September 10, 1981 from Harbert to Tenant;
- (iv) Acknowledgment and Confirmation regarding Lease Agreement dated as of March 1, 1991 between Landlord, Tenant and the Trustee; and
- (v) Second Supplemental Lease Agreement dated as of March 1, 1991 between Landlord and Tenant.

2. To the best knowledge of Landlord and Trustee, neither Landlord or Tenant is in default under the terms of the Lease and no event has occurred or condition exists which with the giving of notice or lapse of time, or both, would constitute a default under the Lease.

3. Tenant is in possession of the Leased Premises.

4. Neither Landlord nor Trustee will consent to any amendment, supplement or other modification of the Lease which reduces the term, increases the rent or otherwise materially reduces or impairs Tenant's rights or increases Tenant's obligations under the Lease or any voluntary surrender or termination by Tenant under the Lease, without Lender's prior written consent.

5. Landlord and Trustee acknowledge and agree that the execution, delivery and performance by Tenant of one or more leasehold mortgages, security agreements and/or collateral assignments (collectively the "Mortgage") will not constitute a default under the Lease and that all of the terms and provisions of the Lease shall remain in full force and effect notwithstanding the execution, delivery and performance of the Mortgage and the Landlord and Trustee consent to the execution, delivery and performance of the Mortgage.

6. Landlord and Trustee each agree that it will, from time to time, execute, deliver and acknowledge to Lender or to any third party designated by Lender within 30 days following Lender's written request therefor a statement in writing certifying whether the Lease is in full force and effect, and

whether to the best of its knowledge, Tenant is in default thereunder (or specifying any defaults by Tenant which Landlord or Trustee alleges), and specifying any further information about the Lease or the Leased Premises which Lender or said third party may reasonably request.

7. This Statement Respecting Lease may be recorded or filed in the jurisdiction where the Leased Premises are located.

8. The statements and agreements contained herein shall be binding upon, and shall inure to the benefit of, Lender, Landlord, Trustee, mortgagees of the Leased Premises and the successors and assigns of all the foregoing. This Statement Respecting Lease shall terminate upon the satisfaction of record of the Mortgage.

Landlord and Trustee understand that Lender has committed to make certain loans to Tenant and as a condition precedent thereto has required this Statement Respecting Lease from Landlord and Trustee.

Dated this 30 day of March, 1991.

ATTEST:

By:

Name: Laura Willis
Title: Secretary

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF PELHAM

By:

Name: Daniel M. Spitler
Title: Chairman of the
Board of Directors

ADDRESS

City Hall
Pelham, Alabama 35124
Attn: Chairman of the Board
of Directors

ATTEST:

By: *David E. White*
Name: David E. White
Title: VICE PRESIDENT AND
CORPORATE TRUST OFFICER

AMSOUTH BANK, N.A. a national
banking association

By: *[Signature]*
Name: F. L. WESSINGER
Title: VICE PRESIDENT AND
CORPORATE TRUST OFFICER

ADDRESS:

1901 Sixth Avenue North
Birmingham, Alabama 35203
Attn: F.L. Wessinger

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STATE OF Alabama)

) SS.

COUNTY OF Shelby)

I, Wendy K. McDowell, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daniel M. Spitler, whose name as Chairman of the Board of Directors of THE INDUSTRIAL BOARD OF THE TOWN OF PELHAM, a public corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date 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 public corporation.

Given under my hand and official seal, this 13th day of March, 1991.

[NOTARIAL SEAL]

Wendy K. McDowell
Notary Public

My commission expires: 3-27-93

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STATE OF Alabama)
COUNTY OF Jefferson) SS.

I, Renee C. Looney, the undersigned, a Notary Public in and for said County in said State, hereby certify that F. L. WESSINGER, whose name as VICE PRESIDENT AND CORPORATE TRUST OFFICER of AMSOUTH BANK, N.A., a national banking association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date 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 national banking association.

Given under my hand and official seal, this 14th day of March, 1991.

[NOTARIAL SEAL]

Renee C. Looney
Notary Public

My commission expires:

JUN 17 1992

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EXHIBIT A
Legal Description of Property Upon
Which Leased Premises are Located

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.

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

91 APR -3 AM 9: 16

James H. [Signature]
 JUDGE OF PROBATE

1. Dead Tax	—	\$
2. Mtg. Tax	—	\$
3. Recording Fee	—	\$ 17.50
4. Indexing	—	\$ 3.75
5. No Tax Fee	—	\$
6. Certified Fee	—	\$ 1.00
Total	—	\$ 21.50

