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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

LANDLORD'S AND TRUSTEE'S AGREEMENT

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 "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 any amendments thereto, is hereinafter referred to as the "Lease" and to the execution, delivery and performance by Tenant to Lender (hereinafter defined) of one or more leasehold mortgages, security agreements and/or collateral assignments (collectively, the "Mortgage"). 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. Lender may, at no expense to Landlord or Trustee, in accordance with the terms of agreements between Lender and Tenant take possession of the Leased Premises without terminating the Lease and subject to the provisions of the Lease (including Section 6.1 thereof) cause the Leased Premises to be subleased or assigned to any entity designated by Lender, provided that such entity is at least as creditworthy as Tenant and that such entity

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assumes in writing all of Tenant's obligations under the Lease (Tenant shall, at all times, continue to remain liable under the Lease).

2. Landlord and Trustee agree with Lender that (a) Landlord and Trustee will give copies of all notices of default sent to Tenant under the Lease to Lender at 231 South LaSalle Street, Chicago, Illinois 60697, Attention: Bruce A. Simons or to such other address as Lender designates from time to time by notice given to Landlord and Trustee at the addresses set forth after their signatures hereto and (b) prior to exercising any of Landlord's rights and remedies under the Lease or at law or in equity, Lender shall have the right (but not the obligation) to cure or cause to be cured such default within the following time periods from and after receipt by Lender of notice of such default from Landlord or Trustee: 10 days more (with respect to monetary defaults) and 25 days more (with respect to non-monetary defaults) than the period of time granted to Tenant to cure such defaults under the terms of the Lease; provided, however, that if the nature of any non-monetary default is such that the same cannot be cured within said 25 day period, including, without limitation, default for which cure requires possession of the Leased Premises, Lender shall be given such additional period of time as may be necessary to cure the default provided that Lender commences the cure within said 25 day period and proceeds diligently thereafter to complete such cure. Lender shall have no obligation to cure any defaults which are personal to Tenant (including, but not limited to, bankruptcy) and such defaults shall not constitute a default under the Lease if the Lender cures any curable defaults, including payment of past due rent, then outstanding.

3. If Lender succeeds to the interest of Tenant under the Lease or if the Lease is terminated for any reason while any of the indebtedness secured by the Mortgage is unpaid, and if Lender so requests, Landlord and Trustee agree to enter into a new lease with Lender or its designee for the remainder of the Lease term at the rents and upon the same covenants, agreements, terms and provisions contained in the Lease, including, without limitation, any options to renew and purchase and rights of first refusal contained therein provided that Lender or such designee cures all monetary defaults under the Lease.

4. If Lender or its designee acquires Tenant's interest in the Leased Premises through foreclosure, or by any transfer of Tenant's interest in the Lease in lieu thereof, then, provided that Lender has cured all monetary defaults in existence as of the date that Lender or its designee acquires the Leased Premises through foreclosure or by transfer in lieu thereof, Lender or its designee, and all future assignees, will be liable only for

matters accruing during such time as they are the tenant under the Lease, but not for any matters accruing prior or subsequent thereto.

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

6. 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 13 day of March, 1991.

ATTEST:

By: Laura Willis
Name: Laura Willis
Title: Secretary

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF PELHAM

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

ADDRESS

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

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ATTEST:

By:

Name: David E. White

Title: VICE PRESIDENT AND
CORPORATE TRUST OFFICER

AMSOUTH BANK, N.A., a national
banking association

By:

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 E. 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: _____

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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.

STATE OF ALABAMA
 I CERTIFY THIS
 INSTRUMENT WAS FILED

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JUDGE OF PROBATE

1. Dead Tax	—	—
2. Mtg. Tax	—	—
3. Recording Fee	—	12.50
4. Indexing	—	3.00
5. No Tax Fee	—	—
6. Certified Fee	—	1.00
Total	—	21.50