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**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF PELHAM**

AND

HARBERT INTERNATIONAL, INC.

SECOND SUPPLEMENTAL LEASE AGREEMENT

Dated as of March 1, 1991

This Second Supplemental Lease Agreement amends and supplements that certain Lease Agreement dated as of September 1, 1975 between The Industrial Development Board of the Town of Pelham, an Alabama public corporation, and Harbert International (as successor-in-interest to Harbert Construction Corporation), an Alabama corporation, recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Deed Book 294, beginning at Page 794, as amended and supplemented by First Supplemental Lease Agreement dated as of September 1, 1981, recorded in such Probate Records at Misc. Book 42, beginning at Page 503 and as confirmed by Acknowledgment and Confirmation Regarding Lease Agreement dated as of March 1, 1991, recorded in said Probate Records at Deed Book 336, beginning at Page 423. The interests of The Industrial Development Board of the Town of Pelham in, to and under the said Lease Agreement, as so amended, supplemented, acknowledged and confirmed and as further amended and supplemented in this Second Supplemental Lease Agreement, have been assigned to AmSouth Bank, N.A. (f/k/a First National Bank of Birmingham), as Trustee, under the Mortgage, Security Agreement and Indenture of Trust dated as of September 1, 1975, recorded in the Office of the Judge of Probate of Shelby County, Alabama at Mortgage Book 349, beginning at Page 263, as such Mortgage, Security Agreement and Indenture of Trust has been amended and supplemented by the First Supplemental Mortgage, Security Agreement and Indenture of Trust dated as of March 1, 1991, recorded in the aforesaid records at Mortgage Book 8316, beginning at Page 425.

Calaba 3/1/91

BOOK 336 PAGE 427

SECOND SUPPLEMENTAL LEASE AGREEMENT dated as of March 1, 1991 (this "Second Supplemental Lease") to the **LEASE AGREEMENT** dated as of September 1, 1975 between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF PELHAM**, a public corporation duly organized and existing under the Constitution and laws of the State of Alabama (the "Board"), and **HARBERT INTERNATIONAL, INC.**, a Delaware corporation ("Lessee");

WITNESSETH:

WHEREAS, in order to promote the purposes for which the Board was organized through the acquisition and construction of "projects" within the meaning of Chapter 54, Article 4, Title 11 of the Code of Alabama 1975, as heretofore amended and supplemented (the "Act"), the Board has heretofore issued and sold its Industrial Development First Mortgage Revenue Bonds, Series 1975-HCC (the "Bonds") in the aggregate principal amount of \$3,200,000, the proceeds were used to acquire and construct an office building located in Shelby County, Alabama, which facilities were leased to Harbert Construction Corporation;

WHEREAS, the Bonds were issued and sold pursuant to a certain Mortgage, Indenture of Trust and Security Agreement dated as of September 1, 1975 between the Board and The First National Bank of Birmingham (n/k/a AmSouth Bank, N.A.), as Trustee (the "Trustee") recorded in the Office of the Judge of Probate of Shelby County, Alabama at Mortgage Book 459, beginning at Page 263 (the "Original Indenture"), and the said facilities, including associated real estate, were leased by the Board to Harbert Construction Corporation, subject to various options to purchase, pursuant to a certain Lease Agreement dated as of September 1, 1975 between the Board and Harbert Construction Corporation recorded in the Office of the Judge of Probate of Shelby County, Alabama at Deed Book 294, beginning at Page 794 (the "Original Lease");

WHEREAS, the Original Lease heretofore was amended and supplemented pursuant to a certain First Supplemental Lease Agreement dated as of September 1, 1981 (the "First Supplement") recorded in the Office of the Judge of Probate of Shelby County, Alabama at Misc. Book 42, beginning at Page 543, which such First Supplement provided, *inter alia*, that Harbert Construction Corporation could assign all of its rights and obligations under the Original Lease to Harbert International, Inc., and that such assignment would constitute a complete novation of Harbert International, Inc. (the "Lessee") for Harbert Construction Corporation as Lessee thereunder (it being the intention of the parties to allow a complete substitution of the Lessee for Harbert Construction Corporation but to continue the Original Lease in full force and effect);

WHEREAS, by instrument dated September 1, 1981 Harbert Construction Corporation assigned all of its rights and obligations under the Original Lease, as amended and supplemented by the First Supplement to the Lessee and the Lessee accepted such assignment;

WHEREAS, pursuant to a certain Acknowledgment and Confirmation Regarding Lease dated as of March 1, 1991, entered into among the Board, the Lessee and the Trustee, recorded in the Office of the Judge of Probate of Shelby County, Alabama at Deed Book 336, beginning at Page 423, the Board, the Lessee and the Trustee have acknowledged and confirmed the Lease (the Original Lease, as so acknowledged and confirmed, as amended in the First Supplement, as amended and supplemented herein and as further amended and supplemented from time to time, being referred to herein as the "Lease");

WHEREAS, the Lessee and the Board desire to enter into this Second Supplemental Lease to correct an error in the legal description of the real property subject to the Lease, and the Board has determined that the entry by the Board into such amendments will be in the best interests of the Project (as defined in the Original Lease, as amended and supplemented by the First Supplement) and in furtherance of the purposes and intents of the Act;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained and the sum of \$10.00 paid to the Board by the Lessee, the receipt and sufficiency of which hereby is acknowledged, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

Except as modified hereinbelow, all words and phrases defined in Article I of the Original Lease, shall have the same meaning in this Second Supplemental Lease. All terms used herein which are defined in the recitals hereto shall have the meanings there given to them unless the context otherwise requires.

ARTICLE II

AMENDMENTS

Section 2.1 The definition of "Leased Realty" hereby is amended to read in its entirety as follows:

"Leased Realty" means the following described real estate and interest therein less any such real estate, interests in real estate and other rights as may be released from this Lease Agreement pursuant to the provisions hereof or taken by the exercise of the power of eminent domain, to wit:

A tract 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.

Section 2.2 For all purposes of the Lease, each reference to the "Project" and words and phrases of similar import, to the extent intended to encompass the real estate subject to the demises of the Lease, shall be deemed to refer to the real estate described in Section 2.1 of this Second Supplemental Lease.

ARTICLE III

MISCELLANEOUS

Section 3.1 Confirmation. As supplemented by this Second Supplemental Lease, the Original Lease, as heretofore amended, supplemented, acknowledged and confirmed, is ratified and confirmed in all respects, and the Original Lease, as heretofore amended, supplemented, acknowledged and confirmed, and this Second Supplemental Lease shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the Original Lease, as heretofore amended, supplemented, acknowledged and confirmed, shall apply and remain in full force and effect with respect to this Second Supplemental Lease and vice versa.

Section 3.2 Governing Law. This Second Supplemental Lease shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 3.3 Execution in Counterparts; Date. This Second Supplemental Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be

an original, but such counterpart shall together constitute but one and the same agreement. The date of this Second Supplemental Lease has been selected for convenience of reference and is not indicative that this Second Supplemental Lease was executed or became effective on such date.

IN WITNESS WHEREOF, the Board and the Lessee have caused this Second Supplemental Lease to be executed in their names by their duly authorized representatives, all as of the date first above written, but actually on the dates shown below.

[SEAL]

ATTEST:

By: [Signature]
Secretary

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE TOWN OF PELHAM

By: [Signature]
Chairman of the Board of Directors

Date of Execution: March 13, 1991

[SEAL]

ATTEST:

By: [Signature]
Its Secy

HARBERT INTERNATIONAL, INC.

By: [Signature]
Its CEO

Date of Execution: March 20, 1991

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Wendy K. McDowell, a Notary Public in and for said County in said State, do hereby certify that Daniel M. Spitler, 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 public corporation.

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

Wendy K. McDowell
Notary Public

My Commission Expires: 3-27-93

[NOTARIAL SEAL]

STATE OF ALABAMA)

COUNTY OF Shelby)

I, Brenda J. Harris, a Notary Public in and for said County in said State, hereby certify that Swift C. Barnes, whose name as a CFO of Harbert International, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me and known to be such officer of said corporation, 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 20 day of March, 1991.

Brenda J. Harris
Notary Public

My Commission Expires: 11/1/93

[NOTARIAL SEAL]

CONSENT OF TRUSTEE

The undersigned hereby acknowledges that it is the Trustee under the Mortgage, Security Agreement and Indenture of Trust, as amended and supplemented, referred to in the within and foregoing Second Supplemental Lease Agreement, and that, in such capacity, it hereby consents to said Second Supplemental Lease Agreement and all of the terms and provisions thereof, and hereby waives all rights to receive any further or different notice of said Second Supplemental Lease Agreement or the execution, delivery and/or performance thereof.

AMSOUTH BANK, N.A. (f/k/a FIRST
NATIONAL BANK OF BIRMINGHAM), as
Trustee

[SEAL]

By: 

Title: VICE PRESIDENT AND
CORPORATE TRUST OFFICER

Dated: March 14, 1991

ATTEST:

By: 

Title: VICE PRESIDENT AND
CORPORATE TRUST OFFICER

ACKNOWLEDGMENT OF TRUSTEE

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, Renee C. Looney, a Notary Public in and for said County in said State, do hereby certify that E. L. WEGGINS whose name as VICE PRESIDENT AND CORPORATE TRUST OFFICER of AmSouth Bank, N.A., as Trustee, a national banking association, is signed to the foregoing Consent of Trustee attached to the within and foregoing Second Supplemental Lease Agreement, 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 Consent of Trustee, 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 seal of office, this 14th day of March, 1991.

Renee C. Looney
Notary Public

My Commission Expires: JUN 17 1992

[NOTARIAL SEAL]

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

91 APR -3 AM 9:13

Renee C. Looney
JUDGE OF PROBATE

1. Dead Tax	
2. Mtg. Tax	0.00
3. Recording Fee	2.00
4. Indexing	
5. No. Tax Fee	1.00
6. Certificate Fee	
Total	3.00