

EXECUTION COPY

STATE OF ALABAMA)

COUNTY OF SHELBY)

SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT

[Re: Mortgage and Security Agreement, recorded at Real Record 229, Page 1, in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment to Mortgage and Security Agreement, recorded at Real Record 336, Page 4, aforesaid records]

THIS SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT ("Second Amendment") is made and entered into as of March 8, 2001, 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, LTD.**, an Alabama limited partnership ("Borrower"), as mortgagors (collectively, "Mortgagors") and **NATIONAL AUSTRALIA BANK LIMITED**, A.B.N. 12004044937, 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").

WITNESSETH:

WHEREAS, at the request of Borrower, which was then organized as a general partnership known as Headquarters Partnership, an Alabama general partnership (the "Original Borrower"; the term "Borrower" used herein shall include the Original Borrower), the Board 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 the Trust Indenture dated as of July 1, 1990 (the "Original Indenture") between Board and The Bank of New York, as successor to 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, the proceeds of the Bonds were applied to refund Board's First Mortgage Industrial Revenue Bonds (Headquarters Partnership Project), the proceeds of which were used to acquisition and construct certain facilities (the "Project") described in the Original Indenture which were leased by Board to Borrower pursuant to that certain Lease Agreement dated as of July 1, 1990, recorded in the Recording Office in Real Record 299, page 47 (the "Lease Agreement"). The Lease Agreement was amended by a First Supplemental Lease Agreement between Board and Mortgagor dated as of March 1, 1991 (the "First Supplemental Lease"),

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recorded in the Recording Office in Real Volume 336, page 78. The Lease Agreement, as supplemented by the First Supplemental Lease, was amended by a Second Supplemental Lease Agreement between Board and Mortgagor dated as of March 1, 2001 (the "Second Supplemental Lease"), to be recorded simultaneously herewith (the Lease Agreement, as so supplemented and/or amended, being hereinafter referred to as the "Lease");

WHEREAS, to secure, among other things, Borrower's obligations to Bank under the Series 1990 Reimbursement Agreement and to induce Bank to issue the Series 1990 Letter of Credit, Mortgagors entered into a Mortgage and Security Agreement dated as of July 1, 1990 (the "Mortgage"), recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office") in Real Record 229, Page 1, granting Bank a lien and security interest on the Project located in Birmingham, Alabama on the real property described in Exhibit A to the Mortgage. The Mortgage was amended by a First Amendment to Mortgage and Security Agreement dated as of March 1, 1991 (the "First Amendment"), recorded in the Recording Office in Real Record 336, Page 4 (the Mortgage and the First Amendment are hereinafter collectively referred to as the "Series 1990 Mortgage"). In the First Amendment, Mortgagors secured under the Series 1990 Mortgage certain additional real property described in Exhibit A[-1] to the First Amendment (the "Additional Real Property");

WHEREAS, Mortgagors are entering into this Second Amendment to Mortgage and Security Agreement in order to amend the Series 1990 Mortgage to revise the legal description of the Additional Real Property to correct certain errors contained therein; and

NOW THEREFORE, in consideration of TEN AND 00/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Each and every of the definitions set forth in the foregoing "whereas clauses" are hereby incorporated into this Second Amendment for all purposes.

Section 1. Amendment to Exhibit A[-1] to First Amendment. The Series 1990 Mortgage is hereby amended by substituting Exhibit "A" to this Second Amendment for Exhibit A[-1] to the First Amendment. Upon the execution and delivery of this Second Amendment, the Additional Real Property shall mean the real property specifically described in Exhibit "A" attached hereto and incorporated herein by this reference which shall constitute a part of the Real Estate (as defined in the Mortgage).

Section 2. Amendment to Section 5.13. The Series 1990 Mortgage is hereby amended by deleting Section 5.13 thereof in its entirety and substituting in lieu thereof the following new Section 5.13:

***Section 5.13. Addresses for Notices.** All notices and other communications required or contemplated hereunder shall be (a) in writing, (b) promptly forwarded to all other parties to this Mortgage upon receipt by any other such party, (c) deemed to have been given (i) upon personal delivery, (ii) one Business Day (as hereinafter defined) after such notice is sent by a reputable overnight courier service, (iii) three days after mailing by United States certified or registered mail, return receipt requested or (d) upon receipt*

of a facsimile transmission to be promptly confirmed and followed by United States mail, in each case with (as applicable) postage, courier or delivery charges prepaid and shall be addressed as follows:

*If to Borrower: Headquarters Partnership, Ltd.
3710 Redmont Road
Birmingham, AL 35213
Attention: Mr. J. T. Stephens
Telephone No.: (205) 322-5279
Facsimile No.: (205) 324-5600*

*with a copy to: Headquarters Partnership, Ltd.
c/o EBSCO Industries, Inc.
5724 Highway 280 East
Birmingham, AL 35242
Attention: Mr. J.T. Stephens
Telephone No.: (205) 991-6600
Facsimile No.: (205) 995-1517*

*If to Board: The Industrial Development Board
of The Town of Vincent
Town Hall
Post Office Box 49
Vincent, AL 35218
Attention: Chairman of the Board of Directors
Telephone No.: (205) 672-2261
Facsimile No.: (205) 672-7662*

*If to the Bank: National Australia Bank Limited, A.B.N. 12004044937
34th Floor
200 Park Avenue
New York, NY 10166
Attention: Corporate Banking
Telephone No.: (212) 916-9595
Facsimile No.: (212) 983-1969*

For the purposes of this Mortgage the term "Business Day" shall mean a day other than a Saturday, a Sunday, or a legal holiday on which national banks located in the State of Delaware or any city where the Mortgagee maintains a place of business are not open for general banking business.

Section 3. Mortgage Confirmed. The Series 1990 Mortgage, as specifically amended by this Second Amendment, is and shall remain in full force and effect in accordance with its terms.

Section 4. 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) GOVERNING LAW. THIS SECOND AMENDMENT IS A CONTRACT MADE UNDER AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICAN AND THE STATE OF ALABAMA.

(c) Successors and Assigns. This Second Amendment shall be binding upon and shall insure to the benefit of the respective successors and assigns of Board, Borrower and Bank.

(d) Headings. Article and section headings in this Second Amendment, as they may appear, are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this Second Amendment.

(e) Counterparts. This Second 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, but all of which together shall constitute one and the same instrument.

(f) Binding Obligation. Each party hereto hereby represents and warrants to the other that this Second Amendment has been duly authorized and validly executed by it and that the Series 1990 Mortgage as hereby amended constitutes its valid obligations enforceable in accordance with its terms.

(g) Severability. In the event any provision of the Series 1990 Mortgage, as amended by this Second Amendment, shall, for any reason, be held invalid, illegal or unenforceable in any respect, by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

(h) Conflicting Terms. In the event of a conflict between the terms and provisions of this Second Amendment and the Series 1990 Mortgage, the terms and provisions of this Second Amendment shall control, in all respects and in all instances. In the event of any ambiguity, such ambiguity shall be construed in favor of the amended terms.

[Remainder of page intentionally left blank]

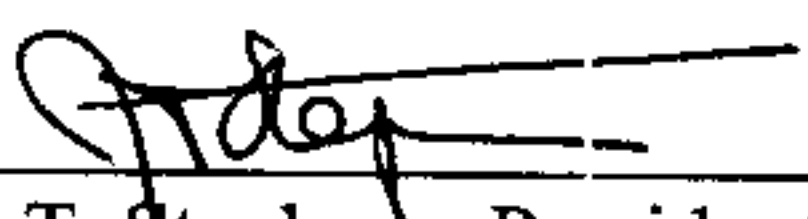
[Signature page to Second Amendment to Mortgage and Security Agreement]

IN WITNESS WHEREOF, Borrower, Board and Bank have caused this Second Amendment to Mortgage and Security Agreement to be executed in their respective names, and the Board has caused this Second Amendment to Mortgage and Security Agreement to be attested, all by their duly authorized officers or representatives as of the date first above written.

BORROWER:

HEADQUARTERS PARTNERSHIP, LTD., an
Alabama limited partnership

By HEADQUARTERS MANAGEMENT
CO., INC., its General Partner

By 
J. T. Stephens, President

[CORPORATE SEAL]

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

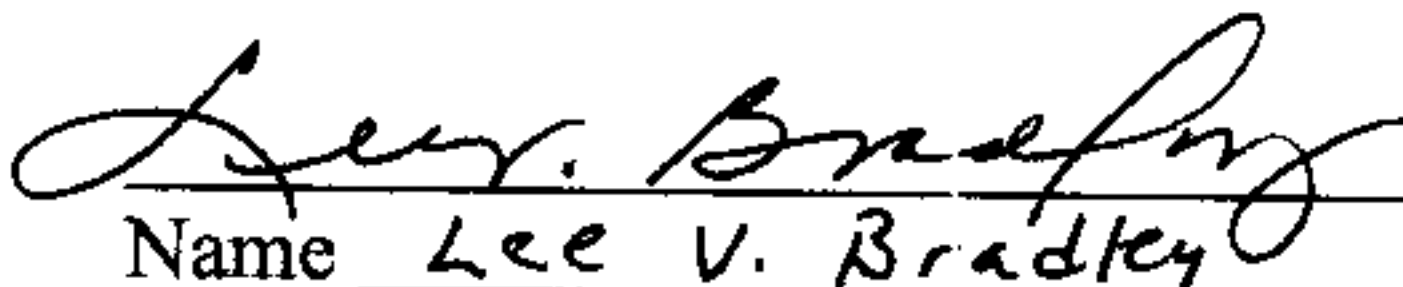
ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that J. T. STEPHENS, whose name as President of HEADQUARTERS MANAGEMENT CO., INC., an Alabama corporation and the sole general partner of HEADQUARTERS PARTNERSHIP, LTD., an Alabama limited partnership, is signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said mortgage, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited partnership.

Given under my hand and official seal this 7th day of March, 2001.

[NOTARY SEAL]

My commission expires: May 15, 2001


Name Lee V. Bradley
Notary Public, State of Alabama

[Signatures continued on following page]

[Signature page to Second Amendment to Mortgage and Security Agreement]

BOARD:

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF VINCENT

By 
Calvin Smith
Chairman of the Board of Directors

STATE OF ALABAMA

COUNTY OF SHELBY

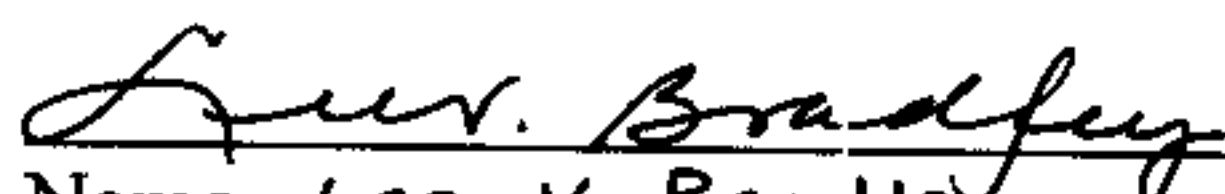
ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that CALVIN SMITH, whose name as Chairman of the Board of Directors of THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT, a public corporation and instrumentality under the laws of the State of Alabama, 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 public corporation.

Given under my hand and official seal this 27th day of February, 2001.

[NOTARY SEAL]

My commission expires: May 15, 2001


Name Lee V. Bradley
Notary Public, State of Alabama

[Signatures continued on following page]

[Signature page to Second Amendment to Mortgage and Security Agreement]

BANK:

NATIONAL AUSTRALIA BANK LIMITED,
A.B.N. 12004044937, acting by and through its
New York Branch

By 
Frank Campiglia, Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

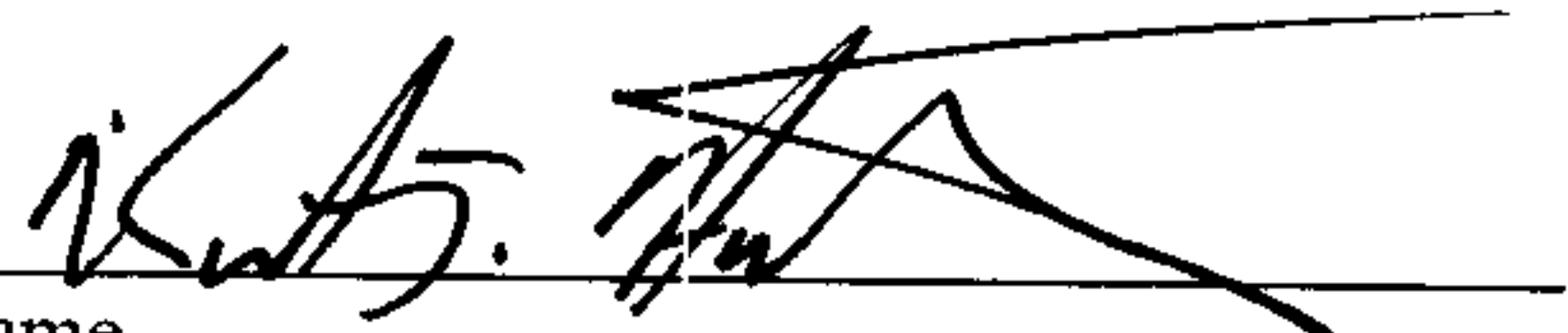
ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that FRANK CAMPIGLIA, whose name as Vice President of NATIONAL AUSTRALIA BANK LIMITED, A.B.N. 12004044937, a corporation organized and existing under the laws of the State of Victoria in the Commonwealth of Australia (the "Corporation"), is signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of said mortgage, 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 7th day of March, 2001.

[NOTARY SEAL]

My commission expires: MAY 31, 2001


Name _____
Notary Public, State of _____

KENNETH T. HUTCHINSON
Notary Public, State of New York
No. 30-469082
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires MAY 31, 2001

**EXHIBIT A
TO SECOND AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT**

**EXHIBIT A-1
TO MORTGAGE AND SECURITY AGREEMENT**

LEGAL DESCRIPTION OF ADDITIONAL REAL PROPERTY

The following described real property located in Shelby County, Alabama:

A PARCEL OF LAND situated in the Northwest Quarter of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama, and more particularly described as follows:

COMMENCE at the Southwest Corner of the Northwest Quarter of Section 17, Township 19 South, Range 1 West, and run easterly along the South line of said Quarter Section for 420.77 feet; thence turn 64 degrees 26 minutes 03 seconds to the left and run northeasterly for 702.85 feet to the POINT OF BEGINNING; thence turn 66 degrees 52 minutes 31 seconds to the right and run easterly for 74.14 feet; thence turn 73 degrees 57 minutes 49 seconds to the left and run northeasterly for 595.25 feet; thence turn 166 degrees 43 minutes 34 seconds to the right and run southwesterly for 435.15 feet; thence turn 59 degrees 12 minutes 38 seconds to the left and run southeasterly for 245.69 feet; thence turn 104 degrees 04 minutes 45 seconds to the left and run northeasterly for 392.78 feet; thence turn 7 degrees 57 minutes 56 seconds to the left and run northeasterly for 231.27 feet; thence turn 107 degrees 05 minutes 23 seconds to the right and run southeasterly for 314.31 feet; thence turn 112 degrees 44 minutes 49 seconds to the left and run northeasterly for 102.54 feet; thence turn 21 degrees 21 minutes 08 seconds to the left and run northwesterly for 188.04 feet; thence turn 15 degrees 11 minutes 42 seconds to the right and run northerly for 225.57 feet; thence turn 114 degrees 19 minutes 02 seconds to the right and run southeasterly for 61.43 feet; thence turn 43 degrees 58 minutes 14 seconds to the left and run northeasterly for 25.23 feet; thence turn 109 degrees 39 minutes 17 seconds to the right and run southerly for 122.83 feet; thence turn 15 degrees 11 minutes 42 seconds to the left and run southeasterly for 222.29 feet; thence turn 21 degrees 21 minutes 08 seconds to the right and run southwesterly for 131.91 feet; thence turn 17 degrees 03 minutes 06 seconds to the right and run southwesterly for 211.51 feet; thence turn 3 degrees 25 minutes 43 seconds to the left and run southwesterly for 620.43 feet; thence turn 84 degrees 44 minutes 10 seconds to the right and run northwesterly for 403.60 feet; thence turn 22 degrees 24 minutes 39 seconds to the right and run northwesterly for 349.41 feet to the POINT OF BEGINNING. Containing 430,277.9 square feet or 9.88 acres, more or less, and being more particularly shown and designated as Parcel 2 on that certain plat of survey entitled "Boundary Survey EBSCO Industries, Inc. Headquarters, Shelby County, Alabama" prepared for EBSCO Industries, Inc., Birmingham, Alabama by Sain Associates, Inc., dated January 18, 2001, and bearing the seal and certification of Eric D. Henneberger, Alabama Professional Land Surveyor License No. 23428, which survey is incorporated herein by this reference.

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