

Executed in 6 counterparts of
which this is counterpart # 6

SECOND SUPPLEMENTAL LEASE AGREEMENT

between

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF VINCENT**

and

HEADQUARTERS PARTNERSHIP, LTD.

Dated as of March 1, 2001

Inst # 2001-08303

03/08/2001-08303
02:41 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
006 CJ1 26.00

THIS DOCUMENT WAS PREPARED BY:

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SECOND SUPPLEMENTAL LEASE AGREEMENT between **THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT**, a public corporation organized under the laws of the State of Alabama (herein called "the Board") and **HEADQUARTERS PARTNERSHIP, LTD.**, an Alabama limited partnership (herein called "the Partnership")

RECITALS

The Board and Headquarters Partnership, an Alabama general partnership (herein called "the Company") have heretofore entered into a Lease Agreement dated as of July 1, 1990 (herein called "the Original Lease"), recorded in the Office of the Judge of Probate of Shelby County, Alabama (herein called "the Recording Office") in Real Record 299, Page 47. The Original Lease was amended by a First Supplemental Lease Agreement dated as of March 1, 1991 (herein called "the First Supplemental Lease"), recorded in the Recording Office in Real Record 336, Page 78. In the First Supplemental Lease the Board and the Company subjected to the demise of the Original Lease, as supplemented and amended by the First Supplemental Lease (herein called "the Lease") certain additional real property described in Exhibit A to the First Supplemental Lease and defined therein as (and herein called) "the Additional Project Site".

The Partnership is the successor to the Company under the Lease.

The Board and the Partnership are entering into this Second Supplemental Lease Agreement in order to amend the Lease to revise the legal description of the Additional Project Site to correct certain errors contained therein.

Section 1. Amendment to Exhibit A to First Supplemental Lease. The Lease is hereby amended by substituting Exhibit A to this Second Supplemental Lease Agreement for Exhibit A to the First Supplemental Lease. Upon the execution and delivery of this Second Supplemental Lease Agreement, the Additional Project Site (as defined in the First Supplemental Lease) shall mean the real property specifically described in Exhibit A attached hereto and made a part hereof which shall constitute a part of the Project Site (as defined in the Original Lease).

Section 2. Nature of this Second Supplemental Lease Agreement; Construction. From and after the execution of this Second Supplemental Lease Agreement, the Lease and this Second Supplemental Lease Agreement shall be construed as a single instrument for the purposes and to the extent herein provided. The Lease, as supplemented by this Second Supplemental Lease Agreement, is hereby confirmed by the Board and the Partnership.

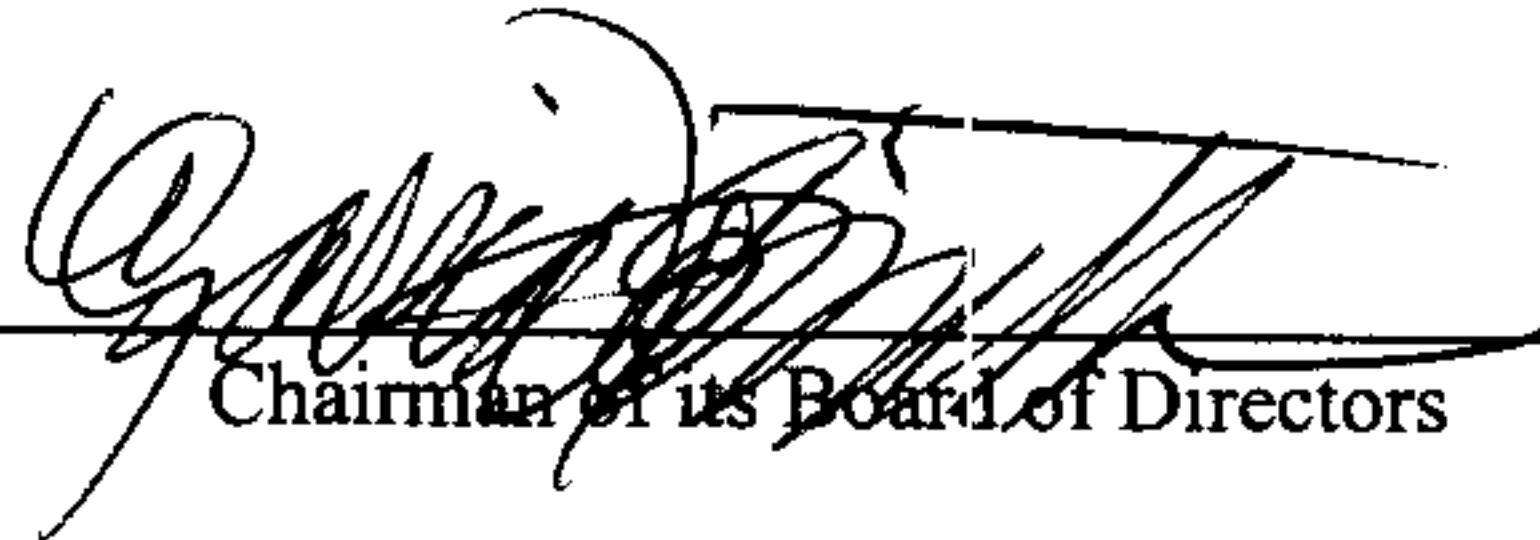
Section 3. Binding Effect. The Lease, as supplemented by the Second Supplemental Lease Agreement, shall inure to the benefit of, and shall be binding upon, the Board, the Partnership and their respective successors and assigns.

Section 4. **Severability.** In the event any provision of the Lease, as supplemented by this Second Supplemental Lease Agreement, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

IN WITNESS WHEREOF, the Board and the Partnership have caused this Second Supplemental Lease Agreement to be executed in their respective names, and the Board has caused this Second Supplemental Lease Agreement to be attested, all by their duly authorized officers, in six (6) counterparts, each of which shall be deemed an original, and have caused this Second Supplemental Lease Agreement to be dated as of March 1, 2001.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE TOWN OF VINCENT

By

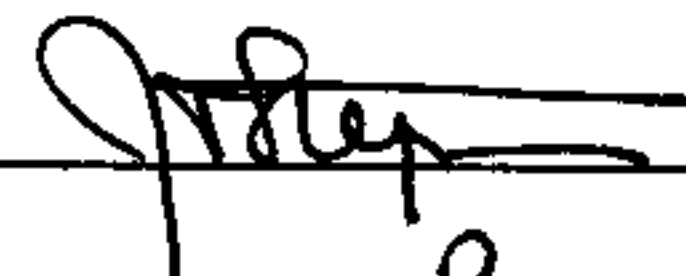

Chairman of its Board of Directors

Attest:


Its Secretary

HEADQUARTERS PARTNERSHIP, LTD.
By Headquarters Management Co., Inc.

By



Its

Pres.

STATE OF ALABAMA

)

:

COUNTY OF SHELBY

)

I, the undersigned 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 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 the within 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 of office, this 27th day of February, 2001.

Lev. Bradford
Notary Public

[NOTARIAL SEAL]

My Commission Expires: May 15, 2001

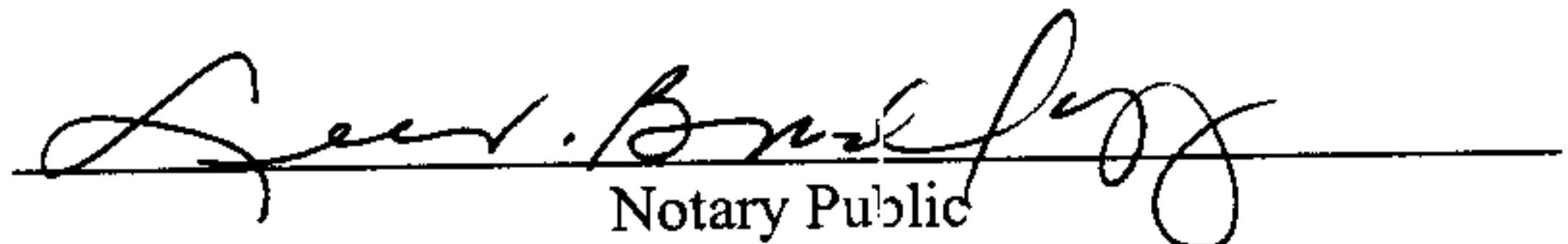
STATE OF ALABAMA

COUNTY OF JEFFERSON

)
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)

I, the undersigned 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 instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, 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 of office, this 7th day of March, 2001.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: May 15, 2001

EXHIBIT A

to that certain Second Supplemental Lease Agreement
between The Industrial Development Board of the
Town of Vincent and Headquarters Partnership, Ltd.
dated as of March 1, 2001

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 $64^{\circ}26'03''$ to the left and run northeasterly for 702.85 feet to the POINT OF BEGINNING; thence turn $66^{\circ}52'31''$ to the right and run easterly for 74.14 feet; thence turn $73^{\circ}57'49''$ to the left and run northeasterly for 595.25 feet; thence turn $166^{\circ}43'34''$ to the right and run southwesterly for 435.15 feet; thence turn $59^{\circ}12'38''$ to the left and run southeasterly for 245.69 feet; thence turn $104^{\circ}04'45''$ to the left and run northeasterly for 392.78 feet; thence turn $7^{\circ}57'56''$ to the left and run northeasterly for 231.27 feet; thence turn $107^{\circ}05'23''$ to the right and run southeasterly for 314.31 feet; thence turn $112^{\circ}44'49''$ to the left and run northeasterly for 102.54 feet; thence turn $21^{\circ}21'08''$ to the left and run northwesterly for 188.04 feet; thence turn $15^{\circ}11'42''$ to the right and run northerly for 225.57 feet; thence turn $114^{\circ}19'02''$ to the right and run southeasterly for 61.43 feet; thence turn $43^{\circ}58'14''$ to the left and run northeasterly for 25.23 feet; thence turn $109^{\circ}39'17''$ to the right and run southerly for 122.83 feet; thence turn $15^{\circ}11'42''$ to the left and run southeasterly for 222.29 feet; thence turn $21^{\circ}21'08''$ to the right and run southwesterly for 131.91 feet; thence turn $17^{\circ}03'06''$ to the right and run southwesterly for 211.51 feet; thence turn $3^{\circ}25'43''$ to the left and run southwesterly for 620.43 feet; thence turn $84^{\circ}44'10''$ to the right and run northwesterly for 403.60 feet; thence turn $22^{\circ}24'39''$ to the right and run northwesterly for 349.41 feet to the POINT OF BEGINNING. Containing 430,277.9 Square Feet, more or less.

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