

1. Return copy or recorded original to:
Lawrence L. Thompson, Esq.
KUTAK ROCK LLP
Suite 2100, 225 Peachtree Street, NE
Atlanta, GA 30303-1731

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)
Headquarters Partnership, Ltd.
3710 Redmont Road
Birmingham, AL 35213
Attention: Mr. J.T. Stephens

Social Security /Tax ID#

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)
The Industrial Development Board of the
Town of Vincent
Town Hall, Post Office Box 49
Vincent, AL 35218
Attn: Chairman of the Board of Directors

Social Security /Tax ID#

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
National Australia Bank Limited
A.B.N. 12004044937
34th Floor, 200 Park Avenue
New York, NY 10166
Attention: Corporation Banking

Social Security /Tax ID#

☐ Additional secured parties on attached UCC-E

THIS SPACE FOR USE OF FILING OFFICER

FILED WITH:
Judge of Probate, Shelby County, AL

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:

All of Debtor's equipment, fixtures, accounts, general intangibles, investment property and other personalty located in or relating to the real estate described on Exhibit A and Exhibit A-1 attached hereto, now or hereafter acquired, and products and proceeds thereof, all as described on Schedule I attached hereto.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:	
100	
200	
300	
500	

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

☐ already subject to a security interest in another jurisdiction when it was brought into this state.

☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.

☐ which is proceeds of the original collateral described above in which a security interest is perfected.

☐ acquired after a change of name, identity or corporate structure of debtor

☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ 7,130,000
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ Exempt

8 ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature - see Box 6)

SEE SIGNATURE PAGES ATTACHED

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

X

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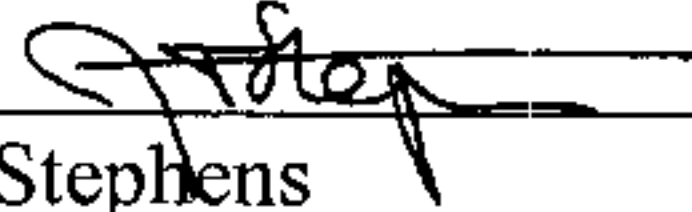
Debtor: Headquarters Partnership, Ltd.
The Industrial Development Board of The Town of Vincent

**SIGNATURE PAGE TO UCC-1 FINANCING STATEMENT
RELATING TO MORTGAGE AND SECURITY AGREEMENT
(SERIES 1990 BONDS)**

DEBTOR:

HEADQUARTERS PARTNERSHIP, LTD., an
Alabama limited partnership

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

By 
J. T. Stephens
Its President

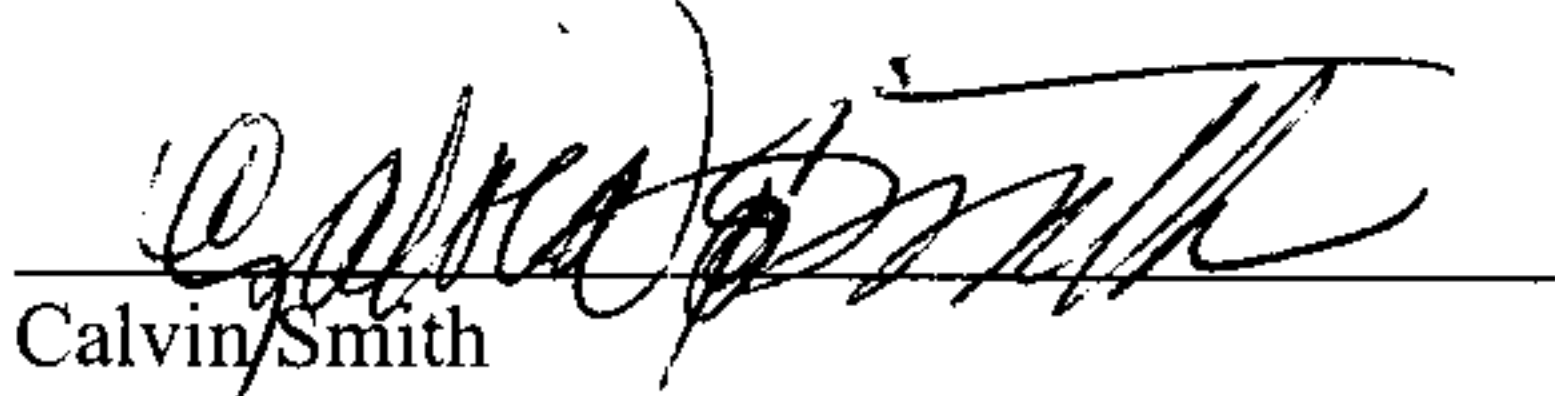
[SEAL]

Debtor: Headquarters Partnership, Ltd.
The Industrial Development Board of The Town of Vincent

**SIGNATURE PAGE TO UCC-1 FINANCING STATEMENT
RELATING TO MORTGAGE AND SECURITY AGREEMENT
(SERIES 1990 BONDS)**

DEBTOR:

THE INDUSTRIAL DEVELOPMENT
BOARD OF THE TOWN OF VINCENT

By 
Calvin Smith
Chairman of the Board of Directors

Debtor: Headquarters Partnership, Ltd.
The Industrial Development Board of The Town of Vincent

**SCHEDULE I TO UCC-1 FINANCING STATEMENT
RELATING TO MORTGAGE AND SECURITY AGREEMENT
(SERIES 1990 BONDS)**

The Debtor grants to the Secured Party a security interest in any and all of the property and interests in property described in the following clauses (a) through (g), whether such property or interest therein is now owned or existing or hereafter acquired or arising (collectively, the "Premises"):

(a) The real estate and premises located in Shelby County, Alabama described in Exhibit "A" and Exhibit "A-1" attached hereto and incorporated herein, together with all buildings, structures and fixtures now or hereafter located thereon or therein, with the tenements, hereditaments, appurtenances, easements, rights, privileges and immunities thereunto belonging or appertaining (the "Real Estate").

(b) All machinery, equipment and personal property owned by Board or Borrower and acquired and installed in or about the buildings, structures and fixtures now or hereafter installed or located on the Real Estate, including without limitation any machinery, equipment and personal property acquired with the proceeds from the sale of the Series 1990 Bonds, the Series 1991 Bonds and the Note, and any machinery, equipment and personal property acquired in substitution therefor or as a renewal or replacement thereof.

(c) All rights of Board under and pursuant to the Lease Agreement, and all lease rentals, revenues and receipts derived by Board from the leasing or sale of the property described in clauses (a) and (b) above, including without limitation all rentals, revenues and receipts to be received by Board under and pursuant to the Lease Agreement.

(d) All of Borrower's leasehold estate and other rights, title and interests of Borrower under and pursuant to the Lease Agreement, together with all the rights, privileges and options set forth therein (including without limitation the options set forth in Article XI of the Lease Agreement).

(e) All of Borrower's right, title and interest in and to the EBSCO Sublease and any and all other leases, subleases, tenant contracts, rental agreements, franchise agreements, management contracts, construction contracts and any other contracts now or hereafter affecting the Premises, or any part thereof.

(f) Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Secured Party as and for additional security hereunder

by Board and/or Borrower, or by anyone in the behalf of, or with the written consent of Board and/or Borrower.

(g) Any and all proceeds of the property described in clauses (a) through (f) above.

As used herein, the following terms shall have the following meanings:

“*Board*” means The Industrial Development Board of the Town of Vincent.

“*Borrower*” means Headquarters Partnership, Ltd., a limited partnership organized and existing under the laws of the State of Alabama.

“*EBSCO*” means EBSCO Industries, Inc., a corporation organized and existing under the laws of the State of Delaware.

“*EBSCO Sublease*” means the Sublease and Option Agreement between the Borrower, as lessor, and EBSCO, as lessee, dated as of June 1, 1982; as amended by the Amendment to Sublease and Option Agreement dated as of March 1, 1991; as further amended by the Second Amendment to Sublease and Option Agreement dated as of June 1, 1998; as further amended by the Third Amendment to Sublease and Option Agreement dated as of February 1, 2001.

“*Lease Agreement*” means the Lease Agreement between the Borrower and the Board dated as of July 1, 1990; as supplemented by the First Supplemental Lease Agreement dated as of May 1, 1991; as further supplemented by the Second Supplemental Lease Agreement dated as of March 1, 2001.

“*Note*” means the \$3,000,000 Promissory Note issued by Debtor to Secured Party dated August 8, 1997.

“*Series 1990 Bonds*” means the Board’s \$7,130,000 Variable Rate Demand Industrial Revenue Refunding Bonds (Headquarters Partnership Project) Series 1990.

“*Series 1991 Bonds*” means the Board’s \$7,250,000 Taxable Industrial Revenue Bonds (Headquarters Partnership Project) Series 1991.

Debtor: Headquarters Partnership, Ltd.
The Industrial Development Board of The Town of Vincent

**EXHIBIT A
TO UCC-1 FINANCING STATEMENT
RELATING TO MORTGAGE AND SECURITY AGREEMENT
(SERIES 1990 BONDS)**

DESCRIPTION OF REAL ESTATE

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 90.46 feet; thence turn 69°58'56" to the left and run northeasterly for 171.03 feet to the POINT OF BEGINNING; thence continue along the last described course and run northeasterly for 2,203.00 feet; thence turn 105°09'13" to the right and run southeasterly for 868.83 feet; thence turn 48°53'28" to the left and run northeasterly for 83.69 feet to a point on the southwesterly right of way line of U.S. Highway No. 280 and also lying on a curve to the left having a radius of 3014.94 feet and a central angle of 03°48'11"; thence turn 88°26'12" to the right, angle measured to tangent, and run southeasterly along said right of way line and along the arc of said curve to the left for 200.12 feet to a point on said southwesterly right of way line; thence leaving said southwesterly right of way line turn 91°33'56" to the right, angle measured from tangent, and run southwesterly for 105.20 feet, thence turn 43°58'14" to the right and run northwesterly for 393.30 feet; thence turn 78°44'05" to the left and run southwesterly for 417.77 feet; thence turn 19°14'16" to the left and run southwesterly for 781.28 feet; thence turn 73°57'49" to the right and run westerly for 168.88 feet; thence turn 66°52'31" to the left and run southwesterly for 630.96 feet; thence turn 88°13'57" to the right and run northwesterly for 227.50 feet to the POINT OF BEGINNING. Containing 955,872.0 Square Feet (21.94 Acres), more or less, and being more particularly described as Parcel 1 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, Job No. 91-169-2, which survey is incorporated herein by this reference.

Debtor: Headquarters Partnership, Ltd.
The Industrial Development Board of The Town of Vincent

**EXHIBIT A-1
TO UCC-1 FINANCING STATEMENT
RELATING TO MORTGAGE AND SECURITY AGREEMENT
(SERIES 1990 BONDS)**

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.

AFFIDAVIT REGARDING RECORDING TAX

Personally appeared before the undersigned attesting officer, LAWRENCE L. THOMPSON, who, first being duly sworn according to law, deposes and says on oath as follows:

1. THAT Affiant's law partnership has acted as attorney for National Australia Bank Limited ("Lender") in connection with Lender's letter of credit in the amount of \$7,380,820 (the "Letter of Credit") in connection with the issuance of \$7,130,000 The Industrial Development Board of the Town of Vincent Variable Rate Demand Industrial Revenue Refunding Bonds (Headquarters Partnership Project), Series 1990, such issuance benefiting Headquarters Partnership, an Alabama general partnership which has since reorganized into Headquarters Partnership, Ltd., an Alabama limited partnership ("Borrower"), and in such capacity has personal knowledge of the facts set forth below.

2. THAT said Letter of Credit is secured by that certain Mortgage and Security Agreement from The Industrial Development Board of The Town of Vincent, a public corporation (the "Board") and Borrower to Lender, dated as of July 1, 1990, recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office") in Real Record 229, Page 1 (the "Mortgage"), as amended by a First Amendment to Mortgage and Security Agreement dated as of March 1, 1991, recorded in the Recording Office in Real Record 336, Page 4 (the "First Amendment"), and as further amended by Second Amendment to Mortgage and Security Agreement dated as of March 8, 2001, recorded in the Recording Office on March 8, 2001 as Instrument No. 2001-08302 (the "Second Amendment") (the Mortgage, the First Amendment and the Second Amendment are hereinafter collectively referred to as the "Series 1990 Mortgage"). The Mortgage secures certain real property located in Shelby County, Alabama described on Exhibit A attached hereto and made a part hereof. The First Amendment and Second Amendment secure certain additional real property located in Shelby County, Alabama described on Exhibit A-1 attached hereto and made a part hereof.

3. THAT, UCC-1 Financing Statement No. 025942, amended by UCC-3 Financing Statement No. 027857, naming Borrower as Debtor and Lender as Secured Party were recorded in the Recording Office, in conjunction with the Series 1990 Mortgage on July 5, 1990 and April 2, 1991, respectively (the "Series 1990 Financing Statements").

4. THAT the Series 1990 Financing Statements have lapsed.

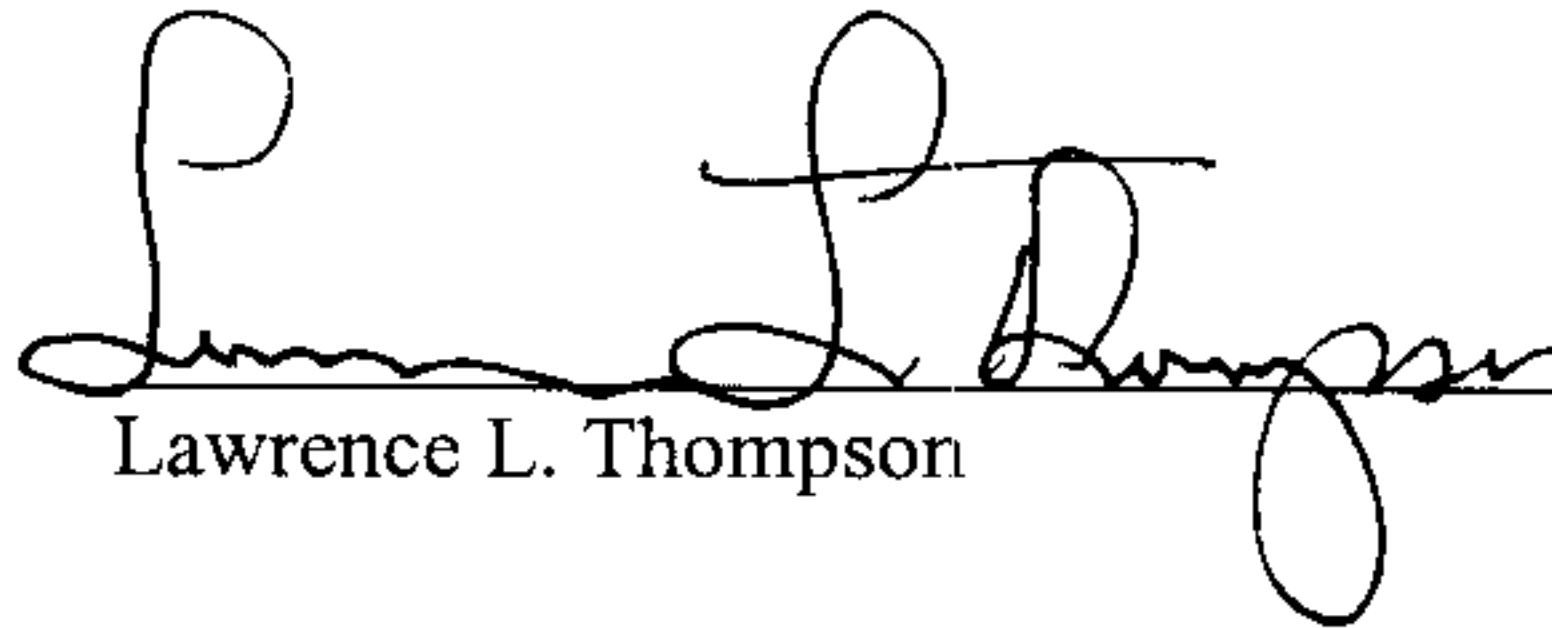
5. THAT the Series 1990 Mortgage is still in effect.

6. THAT the UCC-1 Financing Statement (the "UCC-1 Financing Statement") presented for recording with this Affidavit is a continuation of the lapsed Series 1990 Financing Statements.

7. THAT the Series 1990 Mortgage was exempt from recording tax.

8. THAT the total intangible recording tax due on the UCC-1 Financing Statement is \$0.00 as no tax was due at the original filing by Lender of the Series 1990 Mortgage.

9. THAT this Affidavit is made in connection with the current filing of the UCC-1 Financing Statement to effect the continuation of the Series 1990 Financing Statements securing the Series 1990 Mortgage and to induce the Judge of Probate to accept the UCC-1 Financing Statement for filing without payment of any intangible recording tax.

 (SEAL)
Lawrence L. Thompson

STATE OF GEORGIA
COUNTY OF FULTON

)
) ss.
)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that LAWRENCE L. THOMPSON whose name 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 16th day of April, 2001.





Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

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 90.46 feet; thence turn $69^{\circ}58'56''$ to the left and run northeasterly for 171.03 feet to the POINT OF BEGINNING; thence continue along the last described course and run northeasterly for 2,203.00 feet; thence turn $105^{\circ}09'13''$ to the right and run southeasterly for 868.83 feet; thence turn $48^{\circ}53'28''$ to the left and run northeasterly for 83.69 feet to a point on the southwesterly right of way line of U.S. Highway No. 280 and also lying on a curve to the left having a radius of 3014.94 feet and a central angle of $03^{\circ}48'11''$; thence turn $88^{\circ}26'12''$ to the right, angle measured to tangent, and run southeasterly along said right of way line and along the arc of said curve to the left for 200.12 feet to a point on said southwesterly right of way line; thence leaving said southwesterly right of way line turn $91^{\circ}33'56''$ to the right, angle measured from tangent, and run southwesterly for 105.20 feet, thence turn $43^{\circ}58'14''$ to the right and run northwesterly for 393.30 feet; thence turn $78^{\circ}44'05''$ to the left and run southwesterly for 417.77 feet; thence turn $19^{\circ}14'16''$ to the left and run southwesterly for 781.28 feet; thence turn $73^{\circ}57'49''$ to the right and run westerly for 168.88 feet; thence turn $66^{\circ}52'31''$ to the left and run southwesterly for 630.96 feet; thence turn $88^{\circ}13'57''$ to the right and run northwesterly for 227.50 feet to the POINT OF BEGINNING. Containing 955,872.0 Square Feet (21.94 Acres), more or less, and being more particularly described as Parcel 1 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, Job No. 91-169-2, which survey is incorporated herein by this reference.

EXHIBIT A-1

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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