

# STANDARD FORM UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

## INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Statement and use third copy as a Termination Statement.

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: **3. Maturity date:**

<b>1. Debtor(s) (Last Name First) and address(es)</b> Gentrac, Inc. Attn: Michael F. Kittle 1614 Woodland Street, SE Decatur, AL 35601	<b>2. Secured Party(ies) and address(es)</b> Safeco Insurance Company of America Attn: Don Reedy Surety Department, Southeast Region Stone Mountain, GA 30086-0310	<b>For Filing Officer (Date, Time, Number, and Filing Office)</b> Inst # 1995-15563 06/14/1995-10:33 AM 01:33 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 MCD 1700
Maximum Principal Amount of Debt Secured by this Statement: \$ XXX		
<b>4. This financing statement covers the following types (or items) of property:</b> The collateral described on the attached Exhibit A.		<b>5. Assignee(s) of Secured Party and Address(es)</b>

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

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

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

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: SHELBY COUNTY JUDGE OF PROBATE OFFICE

Inst # 1995-15563

Gentrac, Inc.

Safeco Insurance Company of America

By:   
 Michael F. Kittle, President

By:   
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

All rights of Debtor to receive payment of any sums paid or to be paid (including proceeds) in that certain action against Debtor, Secured Party, and others styled Daniel Meadows Partnership, et al. v. Bailey-Corley & Associates, Inc., et al., Docket No. CV 92-03081, in the Circuit Court of Jefferson County, Alabama, together with any successor or related litigation concerning the things and matters complained of in said litigation instituted by Daniel Meadows Partnership, et al., including, without limitation, claims for recovery therein asserted by Debtor against others and their insurance carriers (collectively "the Meadows Litigation"); and

Any rights of Debtor to receive payment of any sums paid or to be paid (including proceeds) in that certain declaratory judgement action entitled Auto-Owners Insurance Company v. Debtor, Inc., Civil Action No. CV 92-09045, in the Circuit Court for Jefferson County, Alabama, together with any successor or related litigation concerning the things and matters complained of in said declaratory judgment action (collectively "the Declaratory Judgement Action"); and

The following policies of insurance wherein Debtor is the named insured:

- (i) Auto-Owners Insurance Company  
Policy Period - 10/26/84 - 10/26/85  
Policy No. 38259936 (General Liability)  
Policy No. 71120748 (Excess Liability Umbrella)
- (ii) The Fidelity and Casualty Company of New York  
Policy Period - 11/01/85 - 11/01/86  
Policy No. L2 72 64 29 (General Liability)
- (iii) Continental Insurance Company  
Policy Period - 11/01/86 - 11/01/87  
Policy No. APPL110186 (General Liability)
- (iv) The Fidelity and Casualty Company of New York  
Policy Period - 11/01/87 - 03/07/88  
Policy No. 31CLP5058095-88 (Commercial General Liability)
- (v) Audubon Indemnity Company  
Policy Period - 03/07/88 - 11/01/88  
Policy No. OCC 88004 (Commercial General Liability)  
  
Policy Period - 11/01/88 - 11/01/89  
Policy No. OCC 91313 (renewal of Policy No. OCC 88004)  
  
Policy Period - 11/01/89 - 11/01/90  
Policy No. OCC 91334 (renewal of Policy No. OCC 91313);  
  
and

**Exhibit A to UCC-1 Financing Statement**

- (vi) Without limiting the foregoing, any other policies of insurance wherein Debtor or others are the named insured which would afford coverage to or for the benefit of Debtor for the things and matters complained of in the Meadows Litigation and the Declaratory Judgment Action (items (i)-(vi) collectively "the Insurance Policies").

In addition, any sums paid, to be paid, or payable pursuant to the Insurance Policies, including proceeds thereof.

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SHELBY COUNTY JUDGE OF PROBATE  
DQ3 MCD 17.00