

ALABAMA JUDICIAL DATA CENTER
JEFFERSON COUNTY
CERTIFICATE OF JUDGEMENTCV 1999 004938.00
TENNANT M SMALLWOODIN THE CIRCUIT COURT OF JEFFERSON COUNTY
FIRST COMMERCIAL BANK VS C&C PACKAGING CORP A CORP

DEFENDANT

C&C PACKAGING CORPORATION A CORP
% CHARLES H GUY PRES
3745 SHADY COVE DR
BHAM ,AL 35243-0000

PARTY'S ATTORNEY:

LUPINACCI TIMOTHY M
3000 SOUTHTRUST TOWERS
420 NORTH 20TH STREET
BIRMINGHAM ,AL 35203

I, POLLY CONRADI (CV) , CLERK OF THE ABOVE NAMED COURT HEREBY
CERTIFY THAT ON 11/06/1999 PLAINTIFF, FIRST COMMERCIAL BANK RECOVERED
OF DEFENDANT IN SAID COURT A JUDGEMENT WITHOUT WAIVER OF EXEMPTIONS FOR THE
SUM OF \$384,105.38 DOLLARS PLUS \$156.00 DOLLARS COURT COSTS, AND
THAT THE PLAINTIFF'S ATTORNEY(S) OF RECORD WAS: SPARKS DANIEL DAVIDSON

11/06/1999 CONSENT JUDGMENT FOR PLAINTIFF AND AGAINST THE DEFENDANT.
ORDER PER SEPARATE PAPER.

JUDGE SMALLWOOD

GIVEN UNDER MY HAND THIS DATE 02/07/2000

CLERK: POLLY CONRADI (CV)
801 N 21ST ST ROOM 901
BIRMINGHAM AL 35203
(205) 325-5355OPERATOR: EDH
PREPARED: 02/07/2000

PLAINTIFF'S ATTORNEY:

FLYNN PATRICK S
505 N. 20TH STREET
1700 FINANCIAL CENTER
BIRMINGHAM AL 35203Inst # 2000-07116
03/06/2000-07116
11:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 13.50

IN THE CIRCUIT COURT
JEFFERSON COUNTY, ALABAMA

FIRST COMMERCIAL BANK,

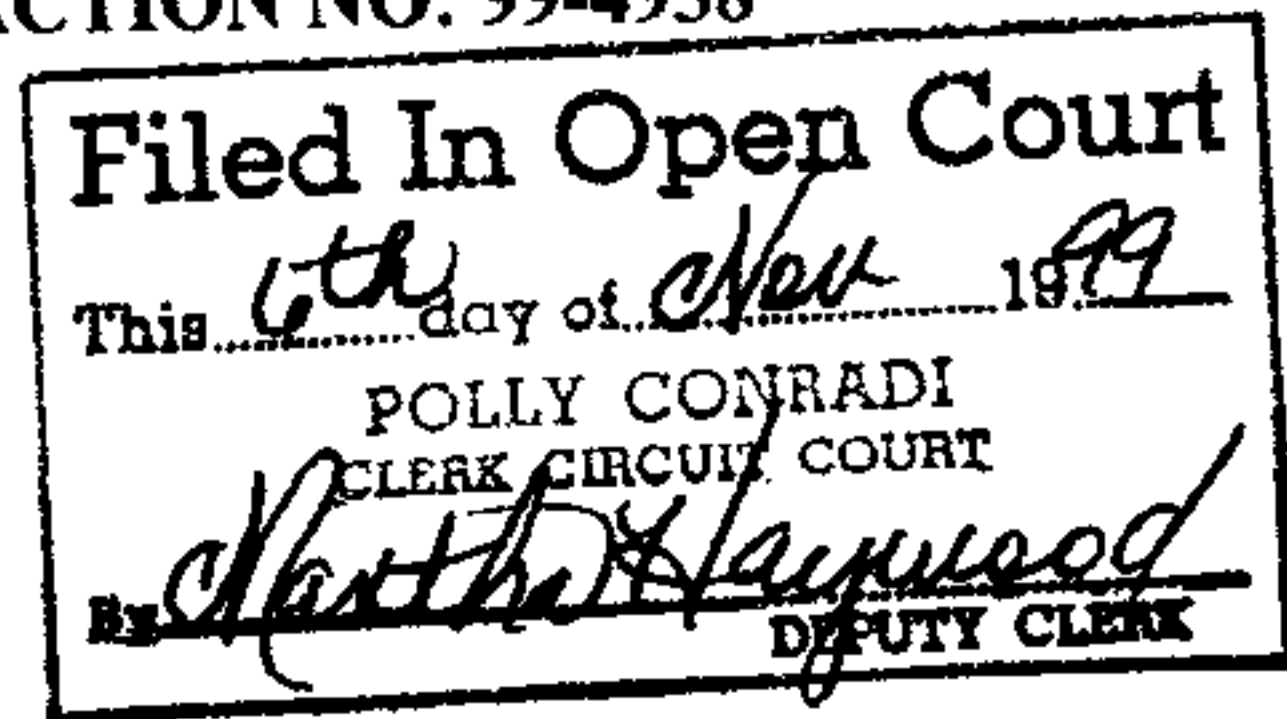
Plaintiff,

v.

C&C PACKAGING
CORPORATION,
a corporation,
CHARLES H. GUY,
President,

Defendants.

CIVIL ACTION NO: 99-4938



CONSENT JUDGMENT AGAINST C&C PACKAGING CORPORATION

WHEREAS, on or about February 9, 1999, C&C Packaging Corporation (hereinafter "C&C"), by and through its President, Charles H. Guy, did execute that certain Universal Note and Security Agreement (hereinafter "Note") bearing Loan number 7148489/10 in the face amount of \$371,476.98;

WHEREAS, the Note is secured by Commercial Security Agreement (hereinafter "Security Agreement") executed on or about June 15, 1998, by C&C;

WHEREAS, the Security Agreement grants First Commercial a first security interest in all of C&C's accounts receivable, contracts, as well as inventory;

WHEREAS, the Note is now fully matured and is now in default for reason of nonpayment;

WHEREAS, the Note has continued to accrue interest at the contract rate and pursuant to the terms of the Note;

WHEREAS the Note provides for recovery of reasonable attorney fees;

WHEREAS, the amount due and owing on the Note as of October 27, 1999, is \$384,105.38, which includes \$359,105.38 in principal and \$25,000.00 in attorney's fees;

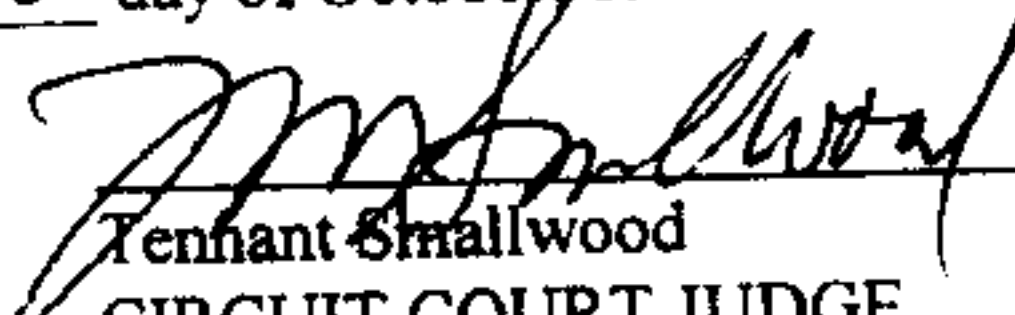
UPON CONSENT OF THE PARTIES, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. That a Judgment in the amount of \$384,105.38 is hereby rendered in favor of First Commercial against C&C as to Counts I, II, and III as alleged in Plaintiff's Complaint;

2. That a Judgment is hereby rendered in favor of First Commercial against C&C as to Count IV for Replevin as alleged in Plaintiff's Complaint; accordingly, First Commercial is entitled to and hereby awarded possession of all property of C&C which secured the Note which includes all accounts, contract rights, as well as inventory; and

3. Court costs are taxed against C&C.

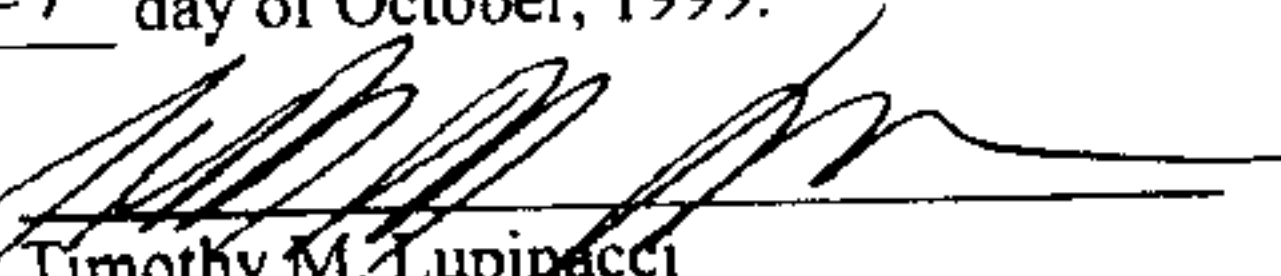
It is hereby DONE and ORDERED this 6th day of ^{NOV.} October, 1999.


Tennant Smallwood
CIRCUIT COURT JUDGE

xc Timothy M. Lupinacci
Daniel D. Sparks
Charles H. Guy

Read and approved with full authority, this 25th day of October, 1999.


Daniel D. Sparks
Attorney for First Commercial Bank


Timothy M. Lupinacci
Attorney for C&C Packaging Corporation and
Charles H. Guy

Inst # 2000-07116

03/06/2000-07116
11:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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