

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented: **45**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Sara J. Finley, Esq.
Kutak Rock & Campbell
4400 Georgia-Pacific Center
133 Peachtree Street, N.E.
Atlanta, GA 30303

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Headquarters Partnership
c/o EBSCO Industries, Inc.
P. O. Box 1943
5724 Highway 280 East
Birmingham, AL 35243

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
Vincent, AL 35217

Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

National Australia Bank Limited
Chicago Branch
303 West Madison Street
Chicago, IL 60606

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

THIS SPACE FOR USE OF FILING OFFICER

Date, Time, Number & Filing Office

JUDGE OF PROBATE

91 APR -2 AM 8:54

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

027857

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:

See Schedule I and Exhibit A ^(EB) attached hereto and by reference made a part hereof.

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

~~100~~ ~~200~~ ~~300~~ ~~400~~
1 0 0
2 0 0
3 0 0
5 0 0
~~600~~ ~~700~~ ~~800~~

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.

HEADQUARTERS PARTNERSHIP

By: _____
Signature(s) of Debtor(s)

THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT

By: _____
Signature(s) of Debtor(s)

Type Name of Individual or Business

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ 7,874,624

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 19.00

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)

NATIONAL AUSTRALIA BANK LIMITED, Chicago Branch

By: _____
Signature(s) of Secured Party(ies) or Assignee

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

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

SCHEDULE I TO UCC-1 FINANCING STATEMENT

DEBTOR: HEADQUARTERS PARTNERSHIP
SECURED PARTY: NATIONAL AUSTRALIA BANK LIMITED

All of the property and interests in property described in the following clauses (a) through (g) (collectively, the "Premises"):

(a) The real estate and premises located in Shelby County, Alabama described in Exhibit A hereto, 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 Debtor and acquired and installed in or about the buildings, structures and fixtures now or hereafter installed or located on the Real Estate, any machinery, equipment and personal property acquired with the proceeds from the sale of the Bonds, including, without limitation, the personal property described on Exhibit B hereto, and any machinery, equipment and personal property acquired in substitution therefor or as a renewal or replacement thereof.

(c) The 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 Debtor's leasehold estate and all other rights, title and interests of Debtor 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 Debtor'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 Debtor, or by anyone in the behalf of, or with the written consent of, Board and/or Debtor.

(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.

"Bonds" means collectively, (a) the Board's \$7,250,000 Taxable Industrial Revenue Bonds (Headquarters Partnership Project), Series 1991 and (b) the Board's Variable Rate Demand Industrial Revenue Refunding Bonds (Headquarters Partnership Project), Series 1990.

"EBSCO Sublease" means the Sublease and Option Agreement dated as of June 1, 1982, as amended by the Amendment to Sublease and Option Agreement dated as of March 1, 1991, between the Debtor, as lessor, and EBSCO, as lessee, as further supplemented and amended from time to time in accordance with its terms.

"Lease Agreement" means the Lease Agreement dated as of July 1, 1990, as supplemented by the First Supplemental Lease Agreement dated as of March 1, 1991, between the Debtor and the Board, and as further supplemented and amended from time to time in accordance with its terms.

EXHIBIT B

Barrett WRP40 Walkie/Rider Electric Pallet Truck
TanData PMS 2100 Manifest System
Scales for Manifest with Conveyor Roller Top
48" Long Wide Standard GMA 4-Way Entry Pallets
Conveyor System

Drive In Rack to include:

140 Interlake Uprights 42" x 219"

1072 Interlake Beams 93" x 5"

Pallet Rack to include:

36 Bays Speedrack

Canon NP-1020 Copier with Stand

Titan Metal Shelving

Clipper Shelving

Paging System

Canon Fax 210

10 lb. Fire Extinguisher

2 1/4 lb. Fire Extinguisher

Tape Dispensers

Water Wells

Single Line Phones

Cross Over Bridge 36" Wide x 36" Long

Air Brake Stops with Foot Pedal and Solenoids Installed

Extension Accumulation Conveyor P1 14'-0"

5000 - Silver Cloud w/Gum & Mint Vending Machine

3000 - Silver Cloud w/Validator Vending Machine

Juice Combo Silver Cloud Vending Machine

Money Changer

STATE OF ALA. SHELBY COUNTY
I CERTIFY THIS INSTRUMENT WAS FILED
91 APR -2 AM 8:51
JUDGE OF PROBATE

EXHIBIT A

The following real property situated in Shelby County, Alabama, to-wit:

PARCEL ONE

A parcel of land situated in the NW¼ of Section 17, Township 19 South, Range 1 West, more particularly described as follows:

Commence at the Southwest corner of the SW¼ of the NW¼ of Section 17, Township 19 South, Range 1 West and run east along the south line of said ¼-¼ section 90.46 feet to a point; thence turn 69° 58' 56" to the left and run Northeasterly 171.03 feet to the point of beginning; thence continue along last described course 2203.00 feet to a point; thence turn 105° 09' 13" to the right and run Southeasterly 868.83 feet to a point; thence turn 48° 53' 28" to the left and run Northeasterly 87.00 feet to a point on the Southwesterly R.O.W. line of U.S. Highway No. 280 and also lying on a curve to the left having a radius of 3014.94 feet; thence turn 90° 00' to the right (angle measured to tangent) and run Southeasterly along said R.O.W. and along the arc of said curve to the left 200.00 feet to a point; thence turn 90° 00' to the right (angle measured to tangent) and run Southwesterly 103.00 feet to a point; thence turn 43° 58' 14" to the right and run Northwesterly 393.30 feet to a point; thence turn 78° 44' 05" to the left and run Southwesterly 417.77 feet to a point; thence turn 19° 14' 16" to the left and run Southwesterly 781.28 feet to a point; thence turn 73° 57' 49" to the right and run in a Westerly direction 168.88 feet to a point; thence turn 66° 52' 31" to the left and run Southwesterly 630.96 feet to a point; thence turn 88° 13' 57" to the right and run Northwesterly 227.50 feet to the point of beginning.

Containing 955,969.36 square feet or 21.946 acres.

PARCEL TWO

A parcel of land situated in the northwest quarter of Section 17, Township 19 South, Range 1 West.

Commence at the southwest corner of the southwest quarter of the northwest quarter of Section 17, Township 19 South, Range 1 West, and run east along the south line of said quarter-quarter section for a distance of 90.46 feet; thence turn 69 degrees 58 minutes 56 seconds to the left and run northeasterly 171.03 feet; thence turn 93 degrees 46 minutes 50 seconds to the right for a distance of 227.50 feet; thence turn 88 degrees 13 minutes 57 seconds to the left for a distance of 630.96 feet; thence turn 66 degrees 52 minutes 31 seconds to the right for a distance of 94.74 feet to the point of beginning; thence continue along the last described course for a distance of 74.14 feet; thence turn 73 degrees 57 minutes 49 seconds to the left for a distance of 595.25 feet; thence turn 166 degrees 43 minutes 34 seconds to the right and run southerly for a distance of 435.15 feet; thence turn

59 degrees 12 minutes 38 seconds to the left and run southeasterly for a distance of 245.69 feet; thence turn 104 degrees 04 minutes 45 seconds to the left and run northerly for a distance of 392.78 feet; thence turn 07 degrees 57 minutes 56 seconds to the left for a distance of 231.27 feet; thence turn 107 degrees 05 minutes 23 seconds to the right and run southeasterly for a distance of 314.31 feet; thence turn 122 degrees 44 minutes 49 seconds to the left and run northerly for a distance of 102.54 feet; thence turn 21 degrees 21 minutes 08 seconds to the left for a distance of 188.04 feet; thence turn 15 degrees 11 minutes 42 seconds to the right for a distance of 225.57 feet; thence turn 114 degrees 19 minutes 00 seconds to the right for a distance of 61.43 feet; thence turn 43 degrees 58 minutes 18 seconds to the left for a distance of 25.23 feet; thence turn 109 degrees 39 minutes 19 seconds to the right and run in a southerly direction for a distance of 122.83 feet; thence turn 15 degrees 11 minutes 42 seconds to the left for a distance of 222.29 feet; thence turn 21 degrees 21 minutes 08 seconds to the right for a distance of 131.91 feet; thence turn 17 degrees 03 minutes 06 seconds to the right for a distance of 211.51 feet; thence turn 03 degrees 25 minutes 43 seconds to the left for a distance of 647.51 feet; thence turn 87 degrees 11 minutes 37 seconds to the right and run northwesterly for a distance of 410.00 feet; thence turn 22 degrees 24 minutes 39 seconds to the right for a distance of 349.41 feet to the point of beginning. Containing 444,799.79 square feet or 10.2112 acres.