

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

No. of Additional Sheets Presented:

2

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

1. Return copy or recorded original to:

Steven B. Corenblum
Berkowitz, Lefkovits, Isom & Kushner
1600 SouthTrust Tower
Birmingham, AL 35203

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

EDP Partners, an Alabama general partnership
150 Industrial Road
Alabaster, AL 35007

Social Security/Tax ID #

Applied For

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

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

The Peoples Bank of Alabama
P.O. Box 157
Woodstock, AL 35188

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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 EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

This instrument is filed as additional security for an indebtedness secured by instrument upon which recording costs have been paid.

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

300

500

1300
200
1500

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JUDGE OF PROBATE

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 \$ 305,000.00

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

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)

EDP PARTNERS, an Alabama general partnership

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

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

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

Type Name of Individual or Business

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

**EXHIBIT "A" TO UCC-1 FINANCING STATEMENT
THE PEOPLES BANK OF ALABAMA
("Secured Party")
and
EDP PARTNERS
("Debtor")**

All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the real property described in Exhibit "B" attached hereto (the "Land"), and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise, wheresoever the same may be located;

Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:

- (i) All rents, royalties, profits, issues and revenues of the Land and the improvements thereon from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
- (ii) All judgments, awards of damage and settlements hereafter made resulting from condemnation proceedings or the taking of the Land or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change for grade or streets;

Together with all cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described above.

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

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[Signature]
JUDGE OF PROBATE

**EXHIBIT "B" TO UCC-1 FINANCING STATEMENT
THE PEOPLES BANK OF ALABAMA
("Secured Party")
and
EDP PARTNERS
("Debtor")**

A part of the Northeast Quarter of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Beginning at the intersection of the North right-of-way line of Industrial Road, a.k.a. Shelby County Highway No. 66, and the West right-of-way line of the Louisville & Nashville Railroad right-of-way and run thence West-Northwesterly along the said North line of said Industrial Road a distance of 272.35 feet to an iron pin; thence turn a deflection angle to the right of 70 degrees 26 minutes and run northerly a distance of 636.12 feet to an iron pin; thence turn a deflection angle to the right of 90 degrees 00 minutes and run easterly a distance of 418.53 feet to an iron pin on the westerly right-of-way line of the Louisville & Nashville Railroad right-of-way; thence turn a deflection angle to the right of 102 degrees 33 minutes and run South-Southwesterly along said right-of-way line a distance of 745.13 feet to a crimped iron pin and the point of beginning.

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

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[Signature]
JUDGE OF PROBATE