

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Register, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

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

No. of Additional
Sheets Presented:

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

JUDGE OF PROBATE

1. Return copy or recorded original to:

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

SHELBY COUNTY

Mark L. Drew
Maynard, Cooper, Frierson & Gale, P.C.
1901 Sixth Avenue North, Suite 2400
Birmingham, Alabama 35203

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Alabaster Industries, Inc.
P. O. Box 429
501 Industrial Drive
Alabaster, Alabama 35007

Social Security/Tax ID #

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)

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

AmSouth Bank N.A.
P. O. Box 11007
Birmingham, Alabama 35288

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

See Schedule I attached.

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

3 0 0
5 0 0

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 \$ **4,500,000**

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

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)

ALABASTER INDUSTRIES, INC.

Signature(s) of Debtor(s)

By: *Daniel A. Bontz*

Signature(s) of Debtor(s)

Its: **PRESIDENT**

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

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) Fee Property. All those certain lot(s), piece(s) or parcel(s) of land located in Shelby County, Alabama more particularly described in Exhibit A, as the description of the same may be amended or supplemented from time to time, and all and singular the reversions and remainders in and to said land and the tenements, hereditaments, easements, rights-of-way or use, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anyway appertaining thereto, including any right, title, interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land, all rights of ingress and egress by motor vehicles to parking facilities on or within said land, and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to the same (all of the foregoing hereinafter collectively called the "Fee Property").

(b) Rights Under Lease. (i) That certain lease dated as of October 1, 1979, between Farris Land Company, Inc., as lessor, and the Borrower, as lessee (hereinafter called the "Lease") and the Borrower's leasehold estate and interest under the Lease in and to all those certain lot(s), piece(s) or parcel(s) of land described in the Lease and located in Shelby County, Alabama more particularly described in Exhibit B, as the description of the same may be amended or supplemented from time to time, and all and singular the reversions and remainders in and to said land and the tenements, hereditaments, easements, rights-of-way or use, rights (including mineral, water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title, interest of the Borrower in, to or under the Lease in any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land, all rights of ingress and egress by motor vehicles to parking facilities on or within said land, and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to the same (all of the foregoing hereinafter collectively called the "Leasehold Property"); (ii) all other rights, titles and privileges under the Lease in and to the Leasehold Property, or any part thereof, including any reversions and remainders in and to the Borrower's interest in the Leasehold Property; and (iii) any and all right, title and interest of the Borrower in and to (A) all modifications, extensions, renewals, supplements and restatements of the Lease; (B) all credits and deposits made thereunder; (C) all options and rights to renew or extend the same, including, but not limited to, the options contained in the Lease; (D) all options and rights to purchase or of first refusal with respect to the Leasehold Property and, or any part thereof,

including, but not limited to, the options and rights contained in the Lease; and (E) all other, further or additional title, estate, options, privileges, interest or rights that the Borrower may now or hereafter acquire in and to the Leasehold Property and the Lease.

(c) Improvements. All buildings, structures, facilities and other improvements now or hereafter located on the the Fee Property and the Leasehold Property (collectively, the "Land"), and all building material, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by the Borrower or in which the Borrower has or shall acquire an interest (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(d) Personal Property. All chattels and other articles of personal property and fixtures, both tangible and intangible (including appurtenances, additions and accessions thereto and replacements, substitutions, betterments and renewals thereof), of every kind or character now owned or hereafter constructed, created or acquired by the Borrower and attached to the Real Property; or placed on the Real Property and used or useful in connection with, or in any way appertaining or relating to, the Real Property (or the operations of the Borrower thereon) though not attached to the Real Property; or for which the proceeds of either of the Term Loans have been or may be advanced, wherever the same may be located (the "Personal Property").

(e) Tenant Leases and Rents. (i) All leases, subleases, lettings and licenses, and other use and occupancy agreements, written or oral, covering any of the Real Property or Personal Property with respect to which the Borrower is the lessor, licensor or sublessor, including any of the same now in existence (all of the foregoing hereinafter collectively called the "Existing Tenant Leases"), and any and all other such agreements hereafter made or entered into (all of the foregoing hereinafter collectively called the "Tenant Leases"); (ii) any and all guaranties of the performance of the lessee, licensee, sublessee or occupant (all of the foregoing hereinafter collectively called the "Tenants") under any of the Tenant Leases; (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or that may become due or to which the Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Tenant Leases, the Real Property, the Personal Property, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any Tenant upon the exercise of any cancellation privilege provided for in any of the Tenant Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Property or Personal Property, together with any and all rights and claims of any kind that the Borrower may have against any Tenant (all such moneys, rights and claims described in this Section 2.02(d)(iii) hereinafter collectively referred to as the "Rents"); provided, however, that so long as no Event of Default has occurred, the Borrower

shall have the right under a license granted hereby (but limited as set forth in Section 5.03(f)(1)(A) hereof) to collect, receive and retain the Rents, but no Rents shall be collected prior to the due date thereof; and (iv) any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the Tenants in any bankruptcy, insolvency or reorganization proceedings before any Governmental Authority and any and all payments made by Tenants in lieu of rent. The Borrower hereby appoints the Lender as the Borrower's irrevocable attorney-in-fact to appear in any action and to collect any such award, dividend or other payment.

(f) Insurance Policies. Each and every policy of hazard insurance now or hereafter in effect which insures the Improvements, the Personal Property, or any part thereof, together with all right, title and interest of the Borrower in and to each and every such policy, including any premiums paid on each such policy and rights to returned premiums.

(g) Condemnation Awards. Any and all judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property or rights conveyed or encumbered hereby, as a result of (i) the exercise of the right of eminent domain or condemnation, (ii) the alteration of the grade or of any street or (iii) any other injury to or decrease in value of the Real Property or the Personal Property.

(h) General Intangibles and Agreements. (i) All general intangibles relating to the development or use of the Real Property, the Personal Property, or any other property or rights conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) the good will of any business conducted or operated on the Real Property, all governmental permits relating to the operation thereof, and all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) and all contracts and agreements (including leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by this Mortgage, or used or useful in connection therewith, whether now or hereafter entered into;

(i) Supplemental Documents. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(j) Proceeds. All proceeds (including insurance proceeds) of any of the foregoing, or of any part thereof.

(k) Other Property. Any and all other real or personal property, rights, titles and interests from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged,

pledged, assigned or transferred to Lender, or in which the Lender is granted a security interest, as and for additional security hereunder by the Borrower, or by anyone on behalf of, or with the written consent of, the Borrower.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Debtor is a record owner of the Fee Property. The Debtor is a record owner of a leasehold estate in the Leasehold Property, and the record owner of the Leasehold Property is Farris Land Company, Inc.

**THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED
IN THE REAL ESTATE MORTGAGE RECORDS.**

EXHIBIT A

(Fee Property Description)

Part of the NE $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, run North 90 degrees 00 minutes East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section for a distance of 29.39 feet to a Point "A"; thence turn an angle to the right of 65 degrees 04 minutes 35 seconds and run in a Southeasterly direction for a distance of 821.06 feet, more or less, to the centerline of an existing Buck Creek being the point of beginning; thence turn an angle to the right of 180 degrees 00 minutes and run in a Northwesterly direction for a distance of 821.06 feet, more or less, to the aforementioned Point "A"; thence continue in a Northwesterly direction along last described course for a distance of 658.59 feet to an existing iron pin being on the South right-of-way line of Industrial Road; thence turn an angle to the left (62 degrees 01 minutes to tangent) and run in a Northwesterly direction along the South line of said Industrial Road right-of-way line and along the arc of a curve (having a central angle of 3 degrees 20 minutes 35 seconds and a radius of 2,824.98 feet) for a distance of 164.83 feet to the end of said curve; thence continue in a Westerly direction along the South line of said Industrial Road right-of-way for a distance of 277.53 feet to an existing iron pin being on the Northeast line of an existing Alabama Power Company right-of-way; thence turn an angle to the left of 114 degrees 38 minutes 25 seconds and run in a Southeasterly direction along said Northeast line of said Alabama Power Company right-of-way for a measured distance of 1848.81 feet, more or less, to the center line of the meanderings of Buck Creek; thence turn an angle to the left and run in a generally Northeasterly direction along the centerline of the meanderings of Buck Creek for a distance of 480 feet, more or less, to the point of beginning. According to survey of Laurence D. Weygand, RLS #10373, dated February 6, 1992.

Situated in Shelby County, Alabama.

EXHIBIT B

(Leasehold Property Description)

That certain parcel of land lying adjacent and west of the Alabaster Industries, Inc. building, the same being a parcel of land 100 feet in width extending in a westerly direction from said building's south line if extended westerly and being 500 feet running in a northerly direction, together with a 30 feet entrance, the east line of which extends northerly from the northeast corner of the lot being leased to Industrial Road; subject to Alabama Power Company transmission line permit; situated in Shelby County, Alabama.

Inst # 1992-08998

1/56156/2-1152

**05/20/1992-08998
04:24 PM CERTIFIED**

**SHELBY COUNTY JUDGE OF PROBATE
007 KCD 19.00**