

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

Important: Read Instructions on Back Before Filling out Form.

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

<input type="checkbox"/> 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: * Sara J. Finley, Esq. Kutak Rock 4400 Georgia-Pacific Center 133 Peachtree Street, N.E. Atlanta, GA 30303-1808 Pre-paid Acct. # _____		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 1993-19109 06/30/1993-19109 08:31 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 084 MCD 16:00 </div>
2. Name and Address of Debtor (Last Name First if a Person) EBSCO Industries, Inc. 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 # _____		
3. SECURED PARTY (Last Name First if a Person) National Australia Bank Limited New York Branch 34th Floor 200 Park Avenue New York, NY 10166 Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
<input type="checkbox"/> Additional secured parties on attached UCC-E		FILED WITH: Shelby County, Alabama Judge of Probate
4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)		

See Exhibit A attached hereto and made a part hereof.

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

0	0	0	---	---
1	0	0	---	---
2	0	0	---	---
3	0	0	---	---
5	0	0	---	---
7	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) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed. EBSCO INDUSTRIES, INC. By: <u>[Signature]</u> Signature(s) of Debtor(s) THE INDUSTRIAL DEVELOPMENT BOARD OF THE TOWN OF VINCENT By: <u>[Signature]</u> 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 \$ 2,690,000 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ No Tax Due 8. <input type="checkbox"/> 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 By: <u>[Signature]</u> Signature(s) of Secured Party(ies) or Assignee <u>[Signature]</u> Signature(s) of Secured Party(ies) or Assignee <u>R. S. EMERSON</u> Type Name of Individual or Business
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EXHIBIT A TO UCC-1 FINANCING STATEMENT

(a) The real estate and premises located in Shelby County, Alabama described in Schedule 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 the Debtors, or either of them, and acquired and installed in or about the buildings, structures and fixtures now or hereafter installed or located on the Real Estate, including, without limitation, any machinery, equipment and personal property acquired with the proceeds from the sale of the Bonds and any machinery, equipment and personal property acquired in substitution therefor or as a renewal or replacement thereof pursuant to the terms of the Lease Agreement, the Indenture and the Mortgage.

(c) The rights of the Board under and pursuant to the Lease Agreement, and all lease rentals, revenues and receipts derived by the Board from the leasing or sale of the property described in (a) and (b) above, including, without limitation, all rentals, revenues and receipts to be received by the Board under and pursuant to the Lease Agreement.

(d) All of the Company's leasehold estate and all other rights, title and interests of the Company 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 the Company's right, title and interest in and to any and all 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 the Secured Party as and for additional security hereunder by the Debtors, or either of them, or by anyone in the behalf of, or with the written consent of, the Debtors, or either of them.

(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 Authority of The Town of Vincent.

"Bonds" means the \$2,690,000 Variable Rate Demand Industrial Revenue Refunding Bonds (EBSCO Industries, Inc. Project), Series 1993 issued by the Board.

"Company" means EBSCO Industries, Inc., a Delaware corporation.

"Debtors" means, collectively, the Board and the Company.

"Indenture" means the Trust Indenture dated as of June 1, 1993, by and between the Board and AmSouth Bank, National Association, as trustee.

"Lease Agreement" means the Lease Agreement dated as of June 1, 1993, by and between the Company and the Board.

"Mortgage" means the Mortgage and Security Agreement dated as of June 1, 1993, by and among the Secured Party, the Board and the Company.

"Premises" means the property and interests in property described in (a) through (g) above.

SCHEDULE A

DESCRIPTION OF REAL ESTATE

The following described real property located in Shelby County, Alabama:

Commence at the Northeast corner of the Southeast Quarter (SE 1/4) of Section 23, Township 19 South, Range 2 East, and proceed thence South 2 degrees 49 minutes East 2582.27 feet along the East boundary line of the said Southeast Quarter; thence turn an angle of 90 degrees 34 minutes to the right and proceed South 87 degrees 45 minutes West 252.85 feet to the point of beginning of the tract herein described, the said point of beginning being located on the North boundary of the right of way of County Highway 85; thence turn an angle of 60 degrees 00 minutes to the right and proceed 1520.0 feet; thence turn an angle of 90 degrees 00 minutes to the left and proceed 700.0 feet; thence turn an angle of 90 degrees 00 minutes to the left and proceed 1115.55 feet to a point on the North boundary of the right of way of County Highway 85; thence proceed East 808.7 feet along the North boundary of the right of way of County Highway 85 to the said point of beginning; excepting from the tract herein described the rights of way for roads, streets and other public ways described in the plat of the Vincent Industrial Park recorded in Map Book 5 at Page 37 in the Office of the Probate Judge of Shelby County, Alabama; the said tract lying entirely in the South 1/2 of the Southeast Quarter (SE 1/4) of Section 23, Township 19 South, Range 2 East in Shelby County, Alabama, being situated in Shelby County, Alabama.

Inst # 1993-19109

06/30/1993-19109

08:31 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

004 NCB 16.00