

STANDARD FORM  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

JULIUS BLUMBERG, INC. - NYC, 10013

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

ABC Rail Corporation  
200 South Michigan Avenue  
Chicago, Illinois 60604

2. Secured Party(ies) and address(es)

Banque Indosuez, New York Branch  
as Collateral Agent  
1230 Avenue of the Americas  
New York, New York 10023

For Filing Officer (Date, Time,  
Number, and Filing Office)

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

See Exhibit A attached hereto.

5. Assignee(s) of Secured Party and  
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.  
☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Shelby County, AL

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented:

ABC Rail Corporation

Banque Indosuez, as Collateral Agent

By:

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Inst # 1993-30807  
11/06/1993  
11:02 AM  
SHELBY COUNTY JUDGE OF PROBATE  
007 NJS

After recording mail to:

Lawyers Title Insurance  
One First National Plaza  
10 South Dearborn, Suite 3250  
Chicago, IL 60603-2093  
Case No. 19908

[Mortgage]

Exhibit A to UCC-1 Financing Statement  
identifying ABC Rail Corporation as Debtor  
and Banque Indosuez, New York Branch, as  
collateral agent, as Secured Party

1. Collateral. The items or types of collateral covered by this financing statement are the following, whether now existing or hereafter acquired (the "Pledged Collateral"):

A. All of Debtor's right, title and interest in and to the land described in Schedule A, together with all Debtor's reversionary rights in and to any and all easements, rights-of-way, sidewalks, strips and gores of land, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, waters, water courses, water rights, and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto (collectively, the "Land");

B. Any and all estates or interests of Debtor in the buildings, structures and other improvements and any and all Alterations (as hereinafter defined) now or hereafter located or erected on the Land, including, without limitation, attachments, walks and ways (collectively, the "Improvements"; together with the Land, the "Premises");

C. Any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished in connection with the Premises, whether necessary or not for the operation and use of the Premises, including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation;

D. Any and all interest of Debtor in all machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind and nature whatsoever now or hereafter attached or affixed to the Premises or used in connection with the use and enjoyment of the Premises or the maintenance or preservation thereof, including, without limitation, all utility systems, fire sprinkler and alarm systems, HVAC equipment, boilers, electronic data processing, telecommunications or computer equipment, refrigeration,

electronic monitoring, water or lighting systems, power, sanitation, waste removal, elevators, maintenance or other systems or equipment, and all other articles used or useful in connection with the use or operation of any part of the Premises (collectively, the "Equipment");

E. All Debtor's right, title and interest as landlord, franchisor, licensor or grantor, in all leases and subleases of space, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into relating in any manner to the Premises or the Equipment and any and all amendments, modifications, supplements and renewals of any thereof (each such lease, license or agreement, together with any such amendment, modification, supplement or renewal, a "Lease"), whether now in effect or hereafter coming into effect, including, without limitation, all rents, additional rents, cash, guaranties, letters of credit, bonds, sureties or securities deposited thereunder to secure performance of the lessee's, franchisee's, licensee's or obligee's obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Debtor under any Lease or otherwise, and any award in the event of the bankruptcy of any tenant under or guarantor of a Lease;

F. All general intangibles and contract rights relating to the Premises and the Equipment and all reserves, deferred payments, deposits, refunds and claims of every kind or character relating thereto;

G. All drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guaranties, appraisals, studies and data relating to the Premises or the Equipment or the construction of any Alteration (as hereinafter defined) or the maintenance of any Permit (as hereinafter defined); and

H. All Proceeds (as hereinafter defined) of any of the foregoing.

2. Operative Document. This financing statement relates to a certain mortgage, assignment of rents, security



agreement and fixture filing (the "Agreement") made by Debtor for the benefit of Secured Party, as amended from time to time.

3. Definitions. As used herein, the following terms have the following meaning:

"Alterations" shall mean any addition, modification or change, structural or non-structural, to the Premises.

"Governmental Authority" shall mean any federal, state, local or foreign court, agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever or any governmental or quasi-governmental unit, whether now or hereafter in existence, or any officer or official thereof, having jurisdiction over the Debtor or the Pledged Collateral.

"Permit" shall mean all permits, certificates, authorizations, consents, approvals, licenses, franchises or other instruments now or hereafter required by any Governmental Authority to operate or use and occupy the Premises and the Equipment for its intended uses.

"Proceeds" has the meaning assigned to such term under the Uniform Commercial Code as in effect in any relevant jurisdiction or under any other relevant law and, in any event, shall include (i) proceeds of any insurance (except proceeds of business interruption insurance and payments made to a Person which is not a party to the Agreement), indemnity, warranty or guarantee due and payable to Secured Party or to Debtor from time to time with respect to any of the Pledged Collateral, (ii) payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (or any person acting under color of a Governmental Authority), (iii) instruments representing amounts receivable in respect of any Pledged Collateral, (iv) products of the Pledged Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

### Schedule A

Beginning at the Southwest corner of Block "F", according to the Survey and Map of Resurvey of Russel R. Hetz property as recorded in Map Book 3, Page 119, in the Probate Office of Shelby County, Alabama, and run Northerly along the East line of 18th Street and along the West line of Blocks "F", "T", "P" and "D" to the intersection with the South line of Rose Lake Drive on the Western boundary of Lot 1, in Block "D" of said subdivision; thence along the South line of Rose Lake Drive in a Northeast, East, Southeast and Southerly direction around Block "D" of said subdivision to a point 40 feet South of the Northeast corner of Lot 10 in said Block "D"; thence Southeasterly across Rose Lake Drive to the Northwest corner of Lot 13, Block "O" in said subdivision; thence East along the South line of 11th Avenue to the Northeast corner of Block 18 of said subdivision; thence South along the East line of said Block 18, extended, to the Northeast corner of Block 11 of said subdivision; thence Northeasterly along the South line of Woodbine Avenue to the Northeast corner of Lot 3, in Block 19 of said subdivision; thence Southeast along the Northeast line of said Lot 3 to the Southeast corner of said Lot and the North line of Southern Railway right of way, according to said map; thence Southwest along the North or Northwest line of said right of way to the point of beginning; including in the above description all of Blocks "D", "E", "F", "O", "P", "T", "U", 11, 18 and Lots 1, 2 and 3 in Block 10 according to the map of said Survey, together with certain streets and alleys included within the above metes and bounds description.

All of Blocks "R" and "S" and all that part of Patricia Place that lies West of 18th Avenue according to a Resurvey of Russel R. Hetz property as recorded in Map Book 3, Page 119, in the Probate Office of Shelby County, Alabama.

Beginning at the Southeast corner of Fractional Section 20, Township 22 South, Range 2 West, Shelby County, Alabama and from said point run North along the Section line a distance of 985 feet to a point; thence run North 69 degrees 09 minutes East 102.88 feet to a point; thence run North and parallel to the West right of way of 18th Street a distance of 429 feet to the point of beginning of the lot herein described; from said point continue North and parallel to said 18th Street a distance of 745 feet to a point; run thence West and at right angles to said 18th Street a distance of 448 feet to a point; thence run South and parallel to said 18th Street a distance of 745 feet to a point; thence run East and at right angles to 18th Street a distance of 448 feet to point of beginning; lying and being in the SE 1/4 of Section 20, Township 22 South, Range 2 West and in SW 1/4 of Section 21, Township 22 South, Range 2 West, Shelby County, Alabama.

Beginning at the Southeast corner of Section 20, Township 22 South, Range 2 West Fractional Section and run thence North on and along the Section line 985 feet to the point of beginning of the lot herein described; from said point North 69 degrees 09 minutes East 102.88 feet to a point; thence run North and parallel to the West right of way of 18th Street a distance of 429 feet to a point; thence West and at right angles to said 18th Street for 448 feet to a point; thence run North and parallel to said 18th Street for 191 feet to a point; run thence West and at right angles to said 18th Street for 437 feet to a point; run thence South and parallel to said 18th Street for 304 feet to a point; run thence West and at right angles to said 18th Street (SEE ATTACHED CONTINUATION PAGE)

Street for 350 feet, more or less, to a point on the East right of way of a public road; run thence South 9 degrees East on and along said East right of way of public road for 415 feet to a point; continue to run South 20 degrees 51 minutes East for a distance of 300 feet thence run North 69 degrees 09 minutes East 958.02 feet back to the point of beginning; lying and being in the SE 1/4 of Section 20, Township 22 South, Range 2 West and in the SW 1/4 of Section 21, Township 22 South, Range 2 West.

A part of the NE 1/4 of SE 1/4 of Section 20 and a part of the NW 1/4 of SW 1/4 of Section 21, Township 22 South, Range 2 West, described as follows:

Commence at the Southeast corner of Section 20, Township 22 South, Range 2 West and run North along the East line of Section 20 a distance of 755.27 feet to the Northwest right of way line of the Southern Railway and the point of beginning; thence turn an angle of 110 degrees 51 minutes to the left and run along said right of way line a distance of 503.68 feet; thence turn an angle of 90 degrees to the right and run a distance of 210.00 feet; thence turn an angle of 89 degrees 40 minutes to the right and run Northeast and parallel with said Railroad right of way a distance of 711.90 feet to a point; thence turn an angle of 113 degrees 13 minutes to the right and run a distance of 229.73 feet to the Northwest right of way line of the Southern Railway; thence turn an angle of 67 degrees 07 minutes to the right and run along said right of way line a distance of 118.88 feet to the point of beginning. EXCEPTING any part of the above that may lie within Lots 15, 16 and 17, Block S according to the Resurvey of Russel R. Hetz Property as recorded in Map Book 3, Page 119, in the Probate Office of Shelby County, Alabama.

ALL OF THE ABOVE DESCRIBED PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A parcel of land situated in part of Sections 20 and 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of Section 21, Township 22 south, Range 2 West and run in a Northerly direction along the West line of said Section, a distance of 755.27 feet to the Northwestern right of way line of the Southern Railroad, being the point of beginning; thence 69 degrees 09 minutes right, in a Northeasterly direction, along said right-of-way, a distance of 292.32 feet; thence 0 degrees 01 minutes right in a Northeasterly direction along said right of way a distance of 2064.00 feet; thence 86 degrees 46 minutes left, in a Northwesternly direction, a distance of 175.28 feet to the Southern right of way line of Woodbine Avenue; thence 93 degrees 14 minutes left, in a Southwesterly direction along said right of way line, a distance of 185.00 feet; thence 114 degrees 40 minutes right in a Northerly direction, a distance of 454.68 feet; thence 90 degrees 00 minutes left, in a Westerly direction, a distance of 643.51 feet; thence 19 degrees 45 minutes 20 seconds right, in a Northwesternly direction, a distance of 54.95 feet; thence 70 degrees 14 minutes 40 seconds right, in a Northerly direction, a distance of 440.00 feet; thence 45 degrees 00 minutes left, in a Northwesternly direction, a distance of 200.00 feet; thence 45 degrees 00 minutes left, in a

(SEE ATTACHED CONTINUATION PAGE)



Westerly direction, a distance of 493.74 feet; thence 45 degrees left in a Southwesterly direction, a distance of 329.67 feet to the Easterly right of way line of 18th Street; thence 45 degrees left, in a Southerly direction along said right of way line a distance of 484.27 feet; thence 90 degrees right, in a Westerly direction, a distance of 260.00 feet; thence 90 degrees right, in a Northerly direction, a distance of 51.53 feet; thence 90 degrees left, in a Westerly direction, a distance of 435.34 feet; thence 90 degrees 08 minutes left, in a Southerly direction, a distance of 556.79 feet; thence 90 degrees 08 minutes right, in a Westerly direction, a distance of 450.94 feet; thence 90 degrees left, in a Southerly direction, a distance of 304.00 feet; thence 90 degrees right, in a Westerly direction, a distance of 310.00 feet; thence 108 degrees 08 minutes 50 seconds left, in a Southeasterly direction, a distance of 293.40 feet; thence 3 degrees 21 minutes 20 seconds right, in a Southeasterly direction a distance of 203.00 feet; thence 9 degrees 16 minutes 30 seconds left, in a Southeasterly direction, a distance of 210.18 feet; thence 2 degrees 18 minutes 40 seconds left, in a Southeasterly direction, a distance of 95.74 feet; thence 90 degrees 19 minutes 20 seconds left, in a Northeasterly direction, a distance of 357.29 feet; thence 90 degrees 01 minutes right, in a Southeasterly direction, a distance of 210.01 feet to said Northwesternly right of way line of the Southern Railroad; thence 90 degrees left, in a Northeasterly direction along said right of way line, a distance of 480.14 feet to the point of beginning.

THERE IS EXCEPTED FROM THE FOLLOWING DESCRIBED PARCEL:

A parcel of land situated in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of said Section 21; thence in a Northerly direction along the West line of said Section 21, a distance of 755.27 feet to the intersection with the Northwesternly right of way line of the Southern Railroad; thence 69 degrees 09 minutes right, in a Northeasterly direction along said right of way line, a distance of 137.00 feet to the point of beginning, said point also being that certain point of beginning as described in Deed Book 343, Page 492, in the Office of the Judge of Probate in Shelby County, Alabama; thence continue along last described course, a distance of 155.32 feet; thence 0 degrees 01 minutes right, in a Northeasterly direction along said right of way line, a distance of 571.48 feet; thence 90 degrees left, in a Northwesternly direction, a distance of 255.00 feet; thence 90 degrees left, in a Southwesterly direction, a distance of 257.00 feet; thence 90 degrees right, in a Northwesternly direction, a distance of 65.97 feet; thence 89 degrees 56 minutes left, in a Southwesterly direction a distance of 469.80 feet; thence 90 degrees 04 minutes left, in a Southeasterly direction, a distance of 321.57 feet to the point of beginning.

Inst # 1993-30807

10/06/1993-30807  
11:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 HJS 21.00