

**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:

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

Wickes Lumber Company
706 N. Deerpath Drive
Vernon Hills, IL 60061

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

BT Commercial Corporation, as Agent
14 Wall Street
New York, NY 10005

3. Maturity date (if any):

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

Inst # 1993-3327
10/25/1993-3327
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SHELBY COUNTY JUDGE OF PROBATE
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4. This financing statement covers the following types (or items) of property:

All of Debtor's right, title and interest in all of its accounts, inventory, general intangibles and equipment, whether now owned or existing, hereafter acquired or arising and wheresoever located, to the extent and as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

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

**Return acknowledgements to
Nationwide Information
P.O. Box 679
Albany, NY 12201**

Q2F2176/491710

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 Co., AL

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented: 2

WICKES LUMBER COMPANY

BT COMMERCIAL CORPORATION, AS AGENT

By: *David Weidman*
Signature(s) of Debtor(s)

Asst Treas
Title

By: *Sharon Stern*
Signature(s) of Secured Party(ies)
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

**EXHIBIT A TO UCC-1 FINANCING STATEMENT NAMING WICKES LUMBER
COMPANY, AS DEBTOR, AND BT COMMERCIAL CORPORATION, AS AGENT, AS
SECURED PARTY.**

(a) Accounts. All of the Debtor's accounts, whether now existing or existing in the future, including, without limitation, (i) all accounts receivable (whether or not specifically listed on schedules furnished to the Agent), including, without limitation, all accounts created by or arising from all of the Debtor's sales of goods or rendition of services made under any of the Debtor's trade names, or through any of its divisions, (ii) all unpaid seller's rights (including rescission, replevin, reclamation and stopping in transit) relating to the foregoing or arising therefrom, (iii) all rights to any goods represented by any of the foregoing, including returned or repossessed goods, (iv) all reserves and credit balances held by the Debtor with respect to any such accounts or account debtors, (v) all letters of credit, guarantees or collateral for any of the foregoing and (vi) all insurance policies or rights relating to any of the foregoing (the foregoing property and similar property included as Collateral under section (e) below being hereinafter referred to as "Accounts"; provided that, anything to the contrary herein notwithstanding, "Accounts" shall not include any Accounts that are sold (and not repurchased) by the Debtor pursuant to that certain Wickes Lumber Charge Plan Retail Accounts Merchant Agreement, dated April 15, 1988, as amended through the date hereof, between the Debtor and WCI Financial Corp. or any replacement agreement in form and substance reasonably satisfactory to the Agent;

(b) Inventory. All of the Debtor's inventory including, without limitation, (i) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in the Debtor's business, wherever located and whether in the possession of the Debtor or any other Person; (ii) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service, wherever located and whether in the possession of the Debtor or any other Person; and (iii) all goods returned to or repossessed by the Debtor (the foregoing property and similar property included as Collateral under section (e) below being hereinafter referred to as "Inventory");

(c) Intangibles. To the extent they relate to Accounts, Inventory or Equipment, all of the Debtor's general intangibles, instruments, credits, claims, demands, documents, letters of credit and letter of credit proceeds, chattel paper, documents of title, certificates of title, warehouse receipts, bills of lading, books and records, Equipment leases which are permitted to be assigned or pledged, deposit accounts, money, contract rights which are permitted to be assigned or pledged, and other rights (including rights to the payment of money and rights under computer software and hardware licenses used in connection with the processing and

collection of Accounts) (the foregoing property and similar property included as Collateral under section (e) below being hereinafter referred to as "Intangibles");

(d) Equipment. All of the Debtor's equipment, including, without limitation, machinery, equipment, office equipment and supplies, computers (including mainframe processors and remote terminals) and related equipment, furniture, furnishings, shelving, racks, conveyors, fork lifts, carts, tools, tooling, jigs, dies and manufacturing implements, but excluding vehicles subject to certificates of title (the foregoing property and similar property included as Collateral under section (e) below being hereinafter referred to as "Equipment");

(e) After-acquired Collateral and Proceeds. The Collateral includes all right, title and interest of the Debtor in all items described in this section, whether now owned or hereafter at any time acquired by the Debtor and wherever located, or as to which the Debtor may have any right or power, and includes all replacements, additions, accessions, substitutions, repairs, proceeds and products relating thereto or therefrom, and all documents, ledger sheets and files of the Debtor relating thereto. Proceeds hereunder include (i) whatever is now or hereafter received by the Debtor upon the sale, exchange, collection or other disposition of any item of Collateral, whether such proceeds constitute inventory, accounts, accounts receivable, general intangibles, instruments, securities (including, without limitation, United States of America Treasury Bills), credits, claims, demands, documents, letters of credit and letter of credit proceeds, chattel paper, documents of title, certificates of title, certificates of deposit, warehouse receipts, bills of lading, leases, deposit accounts, money, tax refund claims, contract rights, goods or equipment, (ii) any such items which are now or hereafter acquired by the Debtor with any proceeds of Collateral hereunder and (iii) any insurance now or hereafter payable by reason of loss or damage to any item of Collateral or any proceeds thereof, in each case including property of the type specifically excluded in paragraph (d) above that constitutes proceeds of property otherwise covered by this financing statement.

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