

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
MODERN LAW FORMS
ELK GROVE VILLAGE, IL
(708) 640-1688

1-90

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

No. of Additional
Sheets Presented: **4**

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

1. Return copy or recorded original to:

Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603
Attention: Rex Palmer

Pre-paid Acct. # _____

2. Name and Address of Debtor

(Last Name First if a Person)

Southern Ready Mix, Inc.
4200 Colonnade Parkway, Suite 100
Birmingham, Alabama 35243

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)

Continental Bank, as Agent
231 South LaSalle Street
Chicago, Illinois 60697

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

The property described on Schedule I attached hereto.

The property covered by this Financing Statement
includes fixtures located on the real estate
described on Exhibit A hereto.

The name of the record owner of the real estate is
as follows: **BLUE CIRCLE INC**

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

0	0	0	8	0	0
1	0	0	—	—	—
2	0	0	—	—	—
3	0	0	—	—	—
5	0	0	—	—	—
6	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)

- ☐ 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 \$ _____

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)

Southern Ready Mix, Inc.

Signature(s) of Debtor(s)

By: _____

Signature(s) of Debtor(s)

Southern Ready Mix, Inc.

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

(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

SCHEDULE I
To Financing Statement

Name and Address
of Debtor:

Southern Ready Mix, Inc.
4200 Colonnade Parkway, Suite 100
Birmingham, Alabama 35243
(FEIN: [REDACTED])

Name and Address
of Secured Party:

Continental Bank, as Agent
231 South LaSalle Street
Chicago, Illinois 60697
(FEIN: [REDACTED])

The property subject to the Financing Statement is described as follows:

(i) All present and future rights, title and interests of the Debtor, however acquired, in, to, and under the lease or sublease described on Exhibit B hereto (as amended, renewed and extended from time to time together with any new lease of the Real Estate (defined below) or Improvements (defined below) entered into by the Debtor in replacement, extension or renewal of or substitution for said lease, the "Facility Lease"), all present and future right, title and interest of the Debtor, as lessee or otherwise in and to the Real Estate, the Improvements, and the rest of the property covered by this Financing Statement, and any other real or personal property (collectively the "Leased Property") which is subject to the Facility Lease or which is created under or pursuant to the Facility Lease and all present and future amendments, renewals and supplements thereto, including all of Debtor's unexpired estate, title, interest and term of years in the Leased Property by virtue of the Facility Lease and any and all credits, deposits, options to renew or extend, options to purchase, rights of first refusal, and any other rights and privileges of the Debtor thereunder.

(ii) All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the real estate described on Exhibit A hereto (the "Real Estate") and owned or purported to be owned by the Debtor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate and owned or purported to be owned by the Debtor, including (without limitation) all motors, boilers,

engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements");

(iii) All furniture, furnishings, equipment (including, without limitation, telephone and other communications equipment, window cleaning, building cleaning, monitoring, garbage, air conditioning, pest control and other equipment) severed minerals, rock or stone, and all other tangible property of any kind or character now or hereafter owned or purported to be owned by the Debtor and used or useful in connection with the Real Estate, regardless of whether located on the Real Estate or located elsewhere, including, without limitation, all rights of the Debtor under any lease to furniture, furnishings, fixtures and other items of personal property;

(iv) All goodwill, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Debtor relating to the Real Estate or the Improvements and all accounts, contract rights, instruments, chattel paper and other rights of the Debtor for payment of money to it for property sold or lent by it, for services rendered by it, for money lent by it, or for advances or deposits made by it, and any other intangible property of the Debtor related to the Real Estate or the Improvements;

(v) All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Debtor directly or indirectly from the Real Estate or the Improvements;

(vi) All rights of the Debtor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whether now existing or entered into at any time hereafter, whereby any Person agrees to pay money to the Debtor or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part thereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof; and

(vii) All other property or rights of the Debtor of any kind or character related to the Real Estate or the Improvements, and all proceeds (including insurance and condemnation proceeds) and products of any of the foregoing.

The term "Person" as used herein means any natural person, corporation, partnership, trust, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary, or other capacity.

END OF SCHEDULE I

EXHIBIT A

A part of the SW 1/4 of Section 24, Township 22 South, Range 3 West, in Shelby County, Alabama being more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the SW 1/4 of Section 24, Township 22 South, Range 3 West and run east along the south line of said 1/4 - 1/4 section a distance of 571.57 feet to a point on the Northeasterly R.O.W. line of Shelby County Road No. 222; said point being the point of beginning; thence 72° 07' 45" to the right in a Southeasterly direction along said R.O.W. line a distance of 126.01 feet to a point; thence 90° 00' to the left in a Northeasterly direction a distance of 391.78 feet to a point; thence 74° 57' 15" to the left in a Northerly direction a distance of 130.84 feet to a point; thence 33° 33' 15" to the right in a Northeasterly direction a distance of 281.59 feet to a point; thence 45° 20' 30" to the right in a Northeasterly direction a distance of 220.94 feet to a point; thence 59° 07' 30" to the left in a Northeasterly direction a distance of 138.29 feet to a point; thence 82° 50' to the left in a Northwesterly direction a distance of 907.28 feet to a point; thence 77° 31' 30" to the left in a Southwesterly direction a distance of 273.64 feet to a point; thence 33° 05' 15" to the left in a Southerly direction a distance of 107.59 feet to a point on the Northeasterly R.O.W. line of Shelby County Road No. 222 thence 21° 21' 15" to the left in a Southeasterly direction along said Northeasterly line of Shelby County Road No. 222 a distance of 632.37 feet to the point of beginning. Containing 578,759.722 square feet or 13.286 acres.

Location 19
Calera Quarry
Calera, Alabama

EXHIBIT B

Description of the Facility Lease

The Facility Lease is that certain Lease dated May 18, 1976 between Martin Marietta Corporation, as lessor, and Southern Ready Mix, Inc. which demises for a term of years the real estate described on Exhibit A hereto which Lease has been modified by an Agreement dated March 1, 1991 between Blue Circle, Inc. and Southern Ready Mix, Inc. The Facility Lease was recorded as follows: _____

_____.

Inst # 1994-23029

07/21/1994-23029
03:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 18.00