

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

Important: Read Instructions on Back Before Filling out Form.

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: <u>5</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.																
1. Return copy or recorded original to: Herbert Harold West, Jr. Cabaniss, Johnston, Gardner, Dumas & O'Neal P.O. Box 830612 Birmingham, Alabama 35283-0612 Pre-paid Acct. # _____		Inst # 1995-21646 08/09/1995-21646 11:31 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 006 NCD 20.00																
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) VISTA 2000, Inc. 11660 Alpharetta Highway Suite 300 Roswell, Georgia 30076 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) 																
☐ Additional secured parties on attached UCC-E																		
5. The Financing Statement Covers the Following Types (or Items) of Property: * See Schedule 1 attached hereto and hereby made a part hereof. ** This financing statement is being recorded as additional security to that certain Mortgage, Security Agreement and Assignment of Rents and Leases recorded simultaneously herewith in Book <u>Inst # 1995</u> at Page <u>21645</u>																		
Check X if covered: ☒ Products of Collateral are also covered. 5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50px;">100</td><td style="width: 50px;">_____</td></tr> <tr><td>200</td><td>_____</td></tr> <tr><td>300</td><td>_____</td></tr> <tr><td>500</td><td>_____</td></tr> <tr><td>600</td><td>_____</td></tr> <tr><td>700</td><td>_____</td></tr> <tr><td> </td><td>_____</td></tr> <tr><td> </td><td>_____</td></tr> </table>			100	_____	200	_____	300	_____	500	_____	600	_____	700	_____		_____		_____
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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 \$ <u>2,200,000</u> 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 Debtor(s) By: <u>Donald A. Neal</u> Its President Type Name of Individual or Business		Signature(s) of Secured Party(ies) Signature(s) of Secured Party(ies) or Assignee Signature(s) of Secured Party(ies) or Assignee Type Name of Individual or Business																

SCHEDULE A TO UCC FINANCING STATEMENT

- A. The real estate located in Shelby County, Alabama and more particularly described on Exhibit A attached hereto and hereby made a part hereof, and all and singular the reversions and remainders in and to said land and the tenants, 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 any way appertaining thereto (the "Fee Property").
- B. 1. That certain lease dated as of October 1, 1979, between Farris Land Company, Inc., as lessor, and Borrower, as lessee, as amended (the "Lease"), and 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 and more particularly described in Exhibit B attached hereto and hereby made a part hereof, and all and singular the revisions 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 anywise appertaining thereto (the "Leasehold Property").
2. All other rights, title and privileges under the Lease in and to the Leasehold Property, or any part thereof, including any reversions and remainders in and to Borrower's interest in the Leasehold Property.
3. Any and all right, title and interest of Borrower in and to (i) all modifications, extensions, renewals, supplements and restatements of the Lease, (ii) all credits and deposits made thereunder, (iii) all options and rights to renew or extend the same, including, but limited to, the options contained in the Lease, (iv) all options and rights to purchase or of first refusal with respect to, the Leasehold Property, or any part thereof, including, but not limited to, the options and rights contained in the Lease; and (v) all other, further or additional title, estate, options, privileges, interests or rights that Borrower may now or hereafter acquire in and to the Leasehold Property and the Lease.
- C. All buildings, structures, facilities and other improvements now or hereafter located on the Fee Property or the Leasehold Property (the Fee Property and the Leasehold Property are hereinafter sometimes referred to, collectively, as 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 Borrower or in which Borrower has or shall acquire an interest (all of the foregoing hereinafter called the "Improvements," and together with the Land called the "Real Property").

- D. All materials, equipment, fixtures, tools, apparatus, fittings, chattels and other articles of personal property, 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 acquired by Borrower for the purpose of, or used or useful in connection with, the Real Property, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Real Property (all of the foregoing and all other personal property covered by this Mortgage hereinafter called the "Personal Property").
- E. 1. All leases, subleases, lettings and licenses, and all other agreements for use or occupancy of all or any portion of the Real Property or the Personal Property with respect to which Borrower is the lessor, licensor or sublessor, including, but not limited, to any of the same now existing (the "Existing Tenant Leases"), any and all extensions and renewals of said leases, licenses and agreements and any and all further leases, licenses or agreements, now existing or hereafter made or entered into (all such leases, subleases, licenses, agreements and tenancies heretofore mentioned, including, but not limited to, the Existing Tenant Leases, being hereinafter referred to, collectively, as the "Tenant Leases").
2. Any and all guaranties of the lessee's, license's, occupant's or sublessee's (collectively, the "Tenants") performance under any of the Tenant Leases.
3. The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which 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 or the Personal Property, or any part thereof, including, but not limited to, 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 Borrower may have against any such Tenant under the Tenant Leases, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided,

however, so long as no Event of Default has occurred, Borrower shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof).

4. Any award, dividend or other payment made hereafter to Borrower in any court procedure involving any of the Tenants under the Tenant Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by Tenants in lieu of rent. Borrower hereby appoints Lender as Borrower's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- F. All proceeds (including insurance proceeds) of any of the foregoing, or any part thereof.
- G. 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 Lender, or in which Lender is granted a security interest, as and for additional security hereunder by Borrower, or by anyone on behalf of, or with the written consent of, Borrower.

EXHIBIT A

Part of the NE 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 1/4 of the NE 1/4, run North 90 degrees 00 minutes East along the South line of said 1/4-1/4 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

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 # 1995-21646

**08/09/1995-21646
11:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HCD 20.00**