

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

Shelley

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: <u>2</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to:

Pre-paid Acct. # _____

2. Name and Address of Debtor (Last Name First if a Person)

SHELBY STEEL FABRICATORS, INC.
HIGHWAY 85 & THOMPSON DRIVE
SHELBY, ALABAMA 35178

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

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Inst # 1995-24852

09/08/1995-24852
09:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
39.50
003 MCD

3. SECURED PARTY (Last Name First if a Person)

OCE' BRUNING, INC.
1800 BRUNING DRIVE WEST
ITASCA, IL 60143

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

012335
09AX

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

One (1) Oce' Bruning 9575-S Digital Copier/Plotter with Plot Director including all attachments, spare parts, accessories, accessions, replacements, substitutions, and additions thereto, now or hereafter acquired, the proceeds thereof (including insurance proceeds).

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:
300

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 \$ 14,990.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 22.50

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)

Pursuant to Power of Attorney

granted U/A dated 5-12-95

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Carolann Boncella, Leasing Controller

Type Name of Individual or Business



Acquisition
AlternativesSM

TERM RENTAL

your Océ equipment

OCE-BRUNING MODEL 9575-S WITH PLOT DIRECTOR

rental term

60 /mos.

minimum
rental payments

\$ \$1,536 /mo.

copy allowances

1000 LF/MO.

The Customer hereby agrees to rent from Océ-Bruning . . . a division of Océ-USA, Inc. ("Océ") and Océ agrees to rent to the Customer the equipment ("Equipment") indicated above pursuant to the terms and conditions hereinafter set forth. The customer is entitled to an exact copy of this Agreement and understands that it cannot be cancelled or terminated except as provided herein.

THE CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT OF THE PARTIES AND MAY ONLY BE MODIFIED OR AMENDED BY WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES.

OCE-BRUNING
1800 BRUNING DRIVE WEST
ITASCA, ILLINOIS 60143

SIGNATURE:

NAME:

TITLE:

DATE:

AGREEMENT NUMBER

Customer

SHELBY STEEL FABRICATORS, INC.

CORPORATE, PARTNERSHIP, TRADE OR INDIVIDUAL NAME

HWY 85 & THOMPSON DRIVE

ADDRESS OF PLACE OF BUSINESS

VINCENT SHELBY ALABAMA 35178

CITY

COUNTY

STATE

ZIP CODE

SAME AS ABOVE

INSTALLATION ADDRESS (IF OTHER THAN CUSTOMER'S ADDRESS ABOVE)

Rodney L. Damon

SIGNATURE OF AUTHORIZED AGENT

RODNEY L. DAMON DIR OF M/S

PRINT OR TYPE NAME AND TITLE OF PERSON SIGNING

OCE'S TERMS AND CONDITIONS STATED HEREIN WHICH THE CUSTOMER ACKNOWLEDGES HE HAS READ SUPERSEDE ANY WRITTEN OR ORAL AGREEMENT INCLUDING ANY TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER CONTRACT DOCUMENTS.

Océ-Bruning Term Rental Agreement

1. EQUIPMENT

The Equipment to be rented pursuant to this Agreement may be newly manufactured, remanufactured at Océ's sole discretion, or used as indicated on the front page of this Agreement.

- A. NEWLY MANUFACTURED MACHINES:** Machines which have been newly assembled and which may contain a limited number of used components that have been thoroughly inspected and tested to assure product performance and reliability specifications.
- B. REMANUFACTURED MACHINES:** Machines which have been subject to a process of disassembly, cleaning, refinishing, replacement of defective components with new or used components. These machines are fully tested to assure product performance and reliability specifications.
- C. USED EQUIPMENT:** Equipment which is maintained under Océ's authorized technical standards and is not remanufactured and is offered without warranty.

2. EFFECTIVE DATE/RENTAL TERM/RENEWAL/OPTION TO PURCHASE

This Agreement shall become effective on the earlier of the date it is executed by Océ, or (b) the date of installation of Equipment as defined in Section 3B (the "Installation Date") and shall continue in effect for the rental term, "Rental Term". The Rental Term shall be the number of months indicated on the front page of this Agreement commencing on the Installation Date. At the expiration of the initial Rental Term, the Customer may: (a) not in default hereunder, upon 30 days written notice prior to the end of the initial Rental Term; (b) purchase the Equipment for its then current fair market value which amount shall be determined by Océ in its sole discretion; (c) renew the Agreement for additional 12 month periods upon the same terms and conditions; or (d) return the Equipment at its expense to the nearest Océ Service Location for such Equipment. If notice is not received by Océ as indicated above (b) shall be deemed to have been selected.

3. DELIVERY/INSTALLATION DATE/ACCEPTANCE CERTIFICATE

- A. DELIVERY:** Delivery will be made to the installation address set forth on the front page hereof. The Customer shall pay all delivery and installation charges related to the Equipment. The Customer will also be responsible for any extra charges including inside delivery and/or rigging required for installation. Such charges shall be separately invoiced to and paid by the Customer. **EQUIPMENT SHIPPING DATES ARE APPROXIMATE ONLY. OCE SHALL NOT BE LIABLE FOR ANY DAMAGES IF FOR ANY REASON THE REQUESTED DELIVERY SCHEDULE IS NOT MET.**
- B. INSTALLATION DATE:** For Equipment that is to be installed by Océ, the Installation Date is the date Océ determines the Equipment to be operating satisfactorily as demonstrated by successful completion of diagnostic routines. For in-place Equipment, the Installation Date is the date the Agreement is accepted by Océ. If a software or hardware change is necessary to effect proper billing for the price plan selected, the Installation Date will be the date that change is completed.
- C. ACCEPTANCE CERTIFICATE:** The Customer's acceptance of the Equipment shall be conclusively and irrevocably evidenced by the Customer's signing of the Océ Equipment Acceptance Certificate. In the event that the Customer does not notify Océ in writing of its rejection of the Equipment within 10 business days of the Installation Date of the Equipment at the Customer's premises, the Customer shall be deemed to have accepted and delivered the Equipment Acceptance Certificate.

4. PAYMENTS

The Customer agrees to pay the number and amount of rental payments set forth on the front page hereof as the respective Minimum Rental Payments for such items of Equipment and the meter charges with respect to such items of Equipment. The first Minimum Rental Payment shall be due on the installation Date. All other Minimum Rental Payments and renewal payments shall be made monthly in advance unless otherwise agreed to in writing. To the extent permitted by applicable law, whenever a rental payment or other charge is received by Océ more than 10 days after the due date thereof, the Customer shall pay to Océ on demand, a sum equal to 1 1/2% per month of the overdue amount or the highest amount permitted by law. The obligation of the Customer to pay the Minimum Rental Payment and any other payments or charges including the charges under Section 12 of this Agreement which may be required hereunder is absolute and unconditional and is not subject to any deduction, credit, setoff, defense, counterclaim, abatement or recoupment for any reason whatsoever. If applicable, meter charges shall be paid post-monthly. Meter cards shall be properly completed by the Customer and mailed to Océ on the last day of each month. If the meter card is not received by Océ within 10 days of the first day of each month, the meter charges shall be estimated by Océ and invoiced accordingly.

5. COVENANTS OF THE CUSTOMER

The Customer covenants and agrees that during the Rental Term it will: (a) cause the installation site(s) of the Equipment to conform with the Océ's published site survey requirements; (b) provide, at no charge, access to the Equipment, a telephone, and adequate storage space for a reasonable quantity of replacement parts; (c) maintain the Equipment in good working order reasonable wear and tear excepted; (d) keep the Equipment at the location set forth on the front page of this Agreement; (e) not misuse or abuse the Equipment; (f) operate and use the Equipment in accordance with the procedures described in the instruction manual(s), for the Equipment provided by Océ, as the same may be amended from time to time; (g) comply with all laws relating in any way to the use, operation, and maintenance of the Equipment; (h) obtain and keep in force all licenses and permits applicable to the Equipment and the use thereof; (i) attach and at all times keep affixed to the Equipment such labels as Océ may direct to, notify all third parties that the Equipment is owned by Océ or its affiliates; (j) not make any alterations, additions or improvements to the Equipment without the prior written consent of Océ; provided that any alteration, addition or improvement which may be made to the Equipment shall immediately become the property of Océ; (k) permit Océ the right to inspect the Equipment at any time during normal business hours; (l) pay Océ for all repairs, replacement parts and service charges required to repair and replace parts of the Equipment arising out of the negligence or misuse thereof by the Customer or any other party; and (m) indemnify Océ against and hold Océ harmless from, any and all claims, actions, suits or proceedings, including all costs, expenses, damages, attorneys' fees or other liabilities arising out of, connected with or resulting from, including without limitation the selection, delivery, possession, use, operation or return of the Equipment.

6. ASSIGNMENT

THE CUSTOMER MAY NOT SUBLET, ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THE EQUIPMENT, THIS AGREEMENT, OR ANY RIGHTS, OBLIGATIONS OR ANY INTERESTS IN THIS AGREEMENT, OR PERMIT THE EQUIPMENT OR ITS RIGHTS ARISING UNDER THIS AGREEMENT TO BE SUBJECT TO ANY LIEN, CHARGE OR OTHER ENCUMBRANCE OF ANY KIND. ALL RIGHTS AND OBLIGATIONS OF OCE ARISING HEREUNDER MAY BE ASSIGNED, ENCUMBERED, PLEDGED, MORTGAGED, TRANSFERRED OR OTHERWISE DISPOSED OF, EITHER IN WHOLE OR IN PART, WITHOUT NOTICE TO OR THE CONSENT OF THE CUSTOMER. IN THE EVENT OCE ASSIGNS THIS AGREEMENT OR ANY RIGHT OR INTEREST THEREIN FOR ANY REASON THE BREACH OR DEFAULT BY OCE UNDER THIS AGREEMENT OR UNDER ANY OTHER AGREEMENT BETWEEN OCE AND THE CUSTOMER, SHALL NOT EXCUSE PERFORMANCE BY THE CUSTOMER OF ANY TERM OR CONDITION OF THIS AGREEMENT. IN SUCH EVENT THE CUSTOMER SHALL PURSUE ANY RIGHTS OR REMEDIES SOLELY AGAINST OCE AND SHALL HAVE NO RECOURSE AGAINST ANY ASSIGNEE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY DUTY, COVENANT OR CONDITION REQUIRED TO BE PERFORMED UNDER THE TERMS OF THIS AGREEMENT. THE CUSTOMER SHALL RECOGNIZE EACH SUCH ASSIGNMENT AND SHALL NOT ASSERT AGAINST THE ASSIGNEE ANY DEFENSE, COUNTERCLAIM OR OFFSET THAT THE CUSTOMER MAY HAVE AND THE CUSTOMER'S OBLIGATION TO PAY ALL SUMS DUE OR TO BECOME DUE HEREUNDER TO OCE'S ASSIGNEE, SHALL CONSTITUTE A DIRECT, INDEPENDENT, ABSOLUTE AND UNCONDITIONAL OBLIGATION OF THE CUSTOMER TO SAID ASSIGNEE AND SHALL NOT BE AFFECTED, INTERRUPTED OR ABATED NOTWITHSTANDING ANY EVENT OR CIRCUMSTANCE WHATSOEVER. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the heirs, personal representatives, successors and assigns, as the case may be, of the parties hereto.

7. INSTRUCTION

The Customer shall designate an employee to be the key operator of the Equipment who shall be given instruction by Océ with respect to the operation and maintenance of the Equipment.

8. LIMITATION/DISCLAIMER OF LIABILITY

- A. LIMITATION:** THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF OCE ARISING OUT OF THE MANUFACTURE, DELIVERY OR USE OF THE EQUIPMENT AND/OR SUPPLIES USED IN CONNECTION WITH THE EQUIPMENT, OR THE PROVISION OF SERVICES FOR THE EQUIPMENT, SHALL BE LIMITED AS FOLLOWS: FOR DIRECT DAMAGES, OCE'S LIABILITY IS LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE EQUIPMENT WHICH IS THE SUBJECT OF THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, TORTIOUS CONDUCT INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OR ANY OTHER THEORY.
- B. DISCLAIMER:** OCE SHALL IN NO CASE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, OR PROFIT, WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, TORTIOUS CONDUCT INCLUDING BUT NOT LIMITED TO NEGLIGENCE, OR ANY OTHER THEORY.

- C. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE USE OF EQUIPMENT OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**

9. MAINTENANCE SERVICES/EXCLUSIONS/DISCLAIMER OF WARRANTIES

- A. MAINTENANCE SERVICES:** Océ shall repair or, at its sole discretion, replace parts determined by Océ to be defective material or workmanship. Parts required for repair may be used or remanufactured in accordance with Océ's specifications. Replaced parts shall be the property of Océ. Services will be provided during the Océ's established service availability hours and only within areas designated for repair services. The Customer shall permit Océ to install, at no cost to the Customer, retrofits designated by Océ as mandatory. Certain expendable items as may be set forth in the Océ Price List may not be included for maintenance under this Section 9A. Océ may increase the component of the Minimum Rental Payment attributable to maintenance without prior notice, effective one year after the commencement of the term of this Agreement and at the end of every twelfth month thereafter. The maximum amount that prices may be increased will not exceed 10% of the amount charged in the previous 12 month period.
- B. EXCLUSIONS:** The following are not within the scope of services described in Section 9A above: (1) provision and installation of optional retrofits; (2) services connected with Equipment relocation; (3) installation/removal of accessories, attachment of other devices; (4) exterior painting or refinishing of Equipment; (5) maintenance, installation, or removal of Equipment or devices not provided by Océ; (6) performance of normal operator functions as described in applicable Océ operator manual(s); (7) performance of services necessitated by accident, negligence, power failure, unauthorized alteration of Equipment, tampering by other than Océ, causes other than ordinary use, improper supplies or accessories, interconnect of Equipment electrical, or electronic, or mechanical means, with noncompatible equipment or failure to use Océ's operating system; (8) waste. If Océ provides, at the request of the Customer, any of the services noted in this Section 9B, the Customer shall be billed by Océ at the then current time and materials rates.
- C. DISCLAIMER OF WARRANTIES:** EXCEPT AS PROVIDED HEREIN, ALL OTHER WARRANTIES WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, ARE SPECIFICALLY DISCLAIMED INCLUDING THE WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

10. DEFAULT

An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice or Minimum Rental Payment; (b) the Customer ceases doing business as a going concern; the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or liquidation under the federal bankruptcy code or any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance or payment of any of its obligations to Océ or any assignee arising under this Agreement, or any other agreement between the Customer and Océ.

11. REMEDIES

Upon the occurrence of an Event of Default, Océ may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all Minimum Rental Payments and all other sums due or become due hereunder or under any other agreement between the Customer and Océ or its affiliates; (b) terminate all of its obligations arising under this Agreement and any other agreement between the Customer and Océ; (c) require the Customer to return the Equipment to the nearest Océ service location fully insured against all risks; (d) enter the premises where the Equipment is located and repossess all or any part of the Equipment; or (e) exercise all other legal and equitable remedies which Océ may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently permitted by law. The Customer will reimburse Océ for all fees, costs and expenses, including all attorney's fees incurred by Océ to enforce all or any of its rights arising hereunder. To the extent permitted by applicable law, Customer hereby waives any and all rights and remedies conferred upon Customer by Sections 2A-508 thru 2A-522 of the Uniform Commercial Code.

12. TAXES AND OTHER CHARGES

The Customer covenants and agrees to pay all federal, state and local assessments, fees and taxes (collectively called the "Taxes" except those based on Océ's income or net worth, which may now or hereafter be imposed or levied upon the sale, purchase, ownership, maintenance, supplies, transportation, installation, other charges, rental, lease, possession or use of the Equipment. Customer agrees to reimburse and to indemnify and to hold Océ harmless from and against the Taxes. The Customer is hereby informed and acknowledges that all Minimum Rental Payments and any other charges do not include the Taxes.

13. TITLE/SECURITY INTEREST/RISK OF LOSS

- A. TITLE:** The Equipment is and shall remain the exclusive property of Océ or its assignee. The Equipment is and shall remain personal property, notwithstanding that the Equipment or any part thereof may now be or hereafter become, in any manner, all or attached to real property or any improvements thereon.
- B. SECURITY INTEREST:** "Customer hereby grants to Océ a security interest in all of the equipment described herein, together with all spare parts, accessories, attachments, replacements, substitutions and additions therein, now or hereafter acquired by Customer and the proceeds thereof including all insurance proceeds (the "Collateral") for the purpose of securing the payment and performance by the Customer of all of its obligations arising under all agreements between the Customer and Océ shall have all rights against the Customer with respect to the equipment arising under the Illinois Uniform Commercial Code."
- C. RISK OF LOSS:** Risk of loss, damage to or destruction of the Equipment shall pass to the Customer at the FOB shipping point. If the Equipment is lost, stolen, damaged or otherwise rendered unfit for normal use, the Customer shall pay Océ an amount equal to the replacement cost of the Equipment or the unpaid balance of the remaining Minimum Rental Payments, whichever is greater.

14. INSURANCE

During the term of this Agreement and until the performance by Customer of all its obligations hereunder, the Customer shall maintain the Equipment insured against all risks, including without limitation, insurance of loss, direct damage, public liability and property damage, in such form, for such amounts and with such insurance carrier as shall be satisfactory to Océ. Océ shall be named as an additional insured party and loss payee and such policy shall provide that (a) the policy may not be altered or cancelled by the insurer without 30 calendar days prior written notice to Océ (b) Océ shall have the right but not the obligation to maintain the insurance in effect, and (c) all losses shall be adjusted only with and paid to Océ. The Customer shall deliver the policy or certificates of insurance to Océ. The proceeds of such insurance resulting from loss, damage, return of premium or otherwise shall be applied toward the replacement or repair of the Equipment or the payment of obligations of the Customer hereunder, at option of Océ. The Customer hereby appoints Océ as the Customer's attorney-in-fact to make claims for, receive payment of, execute or endorse all documents, checks or drafts for loss or damage or the return of premium under any insurance policy insuring the Equipment.

15. MISCELLANEOUS

The waiver or failure of Océ to enforce any provision of this Agreement on one or more instances will not constitute or be deemed to be a permanent waiver of such provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The Customer agrees that the State and Federal Courts which sit in the State of Illinois shall have exclusive jurisdiction of all controversies and disputes arising hereunder and hereby submits to the jurisdiction thereof. Written notices and Customer pursuant to this Agreement shall be sent to Océ-Bruning at the address set forth on the front page of this Agreement. Océ shall send notices to Customer at Customer's billing address. All notices pursuant to this Agreement will be effective only if received as of the postmark date. In any action by a party to enforce its rights hereunder, the nonprevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees). Except for obligations of payment, neither Océ nor the Customer shall be liable for nonperformance caused by circumstances beyond their control, including, but not limited to, such things as floods, and Acts of God. This Agreement shall constitute the entire Agreement between Customer and Océ with respect to the rental of Equipment notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to Océ. Any and all representations, promises, warranties or statements by Océ's agent that differ in any way from terms and conditions of this Agreement shall have no force or effect. Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction, or which is such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining terms or conditions of this Agreement. To the extent permitted by law, the Customer agrees that any law which renders any such provision hereof or of any related document invalid or unenforceable, shall not affect the validity or enforceability of the remaining provisions of this Agreement.

1995-24852

09/08/1995-24852
09:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 39.50