

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

**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: _____	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.															
1. Return copy or recorded original to:  <b>Timothy A. Massey</b> <b>Massey &amp; Stotser, P.C.</b> <b>1100 East Park Drive, Ste. 301</b> <b>Birmingham, Al 35235</b>  Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <div style="text-align: center;"> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">Inst # 1995-27733</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">10/02/1995-27733</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">04:23 PM CERTIFIED</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">SHELBY COUNTY JUDGE OF PROBATE</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">25.00</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">009 MEL</p> </div>															
2. Name and Address of Debtor (Last Name First if a Person)  <b>McGaha, Jerry</b> <b>McGaha, Leisa</b> <b>5455 Highway 280 South</b> <b>Birmingham, Al 35242</b>  Social Security/Tax ID # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office															
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  <b>J &amp; L McGaha, Inc.</b> <b>5455 HIGHWAY 280 So.</b> <b>Birmingham, Al 35242</b>  Social Security/Tax ID # _____																	
<input type="checkbox"/> Additional debtors on attached UCC-E																	
3. SECURED PARTY (Last Name First if a Person)  <b>Windham, Michael A.</b> <b>605 25th Ave. S.W.</b> <b>Birmingham, Al 35215</b>  Social Security/Tax ID # _____																	
<input type="checkbox"/> Additional secured parties on attached UCC-E		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)     															
5. The Financing Statement Covers the Following Types (or items) of Property: <b>ALL EQUIPMENT, MACHINERY, TOOLS, FURNITURE AND FIXTURES OF EVERY TYPE AND CLASS, WITHOUT LIMITING THE GENERALITY THEREOF, NOW OWNED OR HEREAFTER ACQUIRED TOGETHER WITH ALL REPLACEMENTS, SUBSTITUTIONS OR ADDITIONS THERETO, USED IN DEBTOR'S BUSINESS LOCATED AT 5455 Highway 280 South, Birmingham, Al 35242, OR WHEREVER LOCATED, MAINTAINED OR STORED. PRODUCTS AND PROCEEDS ARE ALSO COVERED. THE COLLATERAL DESCRIBED ABOVE IS LOCATED ON REAL ESTATE OWNED BY JERRY MCGAHA AND LEISA MCGAHA AND IS LOCATED AT 5455 Highway 280 So. Birmingham, Al.</b>  <b>For additional collateral see attached Exhibit "A"</b>  <div style="display: flex; justify-content: space-between;"> <div>           Recording tax due paid on recording of            mortgage simultaneously herewith         </div> <div style="text-align: right;"> <table border="0"> <tr><td>300</td><td>---</td><td>---</td></tr> <tr><td>500</td><td>---</td><td>---</td></tr> <tr><td>102</td><td>---</td><td>---</td></tr> <tr><td>800</td><td>---</td><td>---</td></tr> <tr><td>001</td><td>---</td><td>---</td></tr> </table> </div> </div>			300	---	---	500	---	---	102	---	---	800	---	---	001	---	---
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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): <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> 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. <input type="checkbox"/> 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) **Jerry McGaha**  
**Leisa McGaha**  
 Signature(s) of Debtor(s) **Leisa McGaha**  
**J&L McGaha, Inc.**  
 Type Name of Individual or Business **By Leisa McGaha Sec.**

Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)  
**Michael A. Windham**  
 Signature(s) of Secured Party(ies) or Assignee  
 Type Name of Individual or Business

STATE OF ALABAMA  
SHELBY COUNTY

**SECURITY AGREEMENT**

Michael A. Windham ("Secured Party") and Jerry McGaha, Leisa McGaha and J & L McGaha, Inc. ("Debtor") hereby agree as follows:

1. As security for the payment of that certain Promissory Note of even date herewith given by Debtor to Secured Party in the amount of One Million & 00/100 (\$1,000,000.00) ("Promissory Note"), Debtor hereby transfers, assigns, conveys, pledges and grants to Secured Party a continuing security interest in the following, whether now owned or hereafter acquired, together with all replacements therefor, additions and accessions thereto, and proceeds (including without limitation, insurance proceeds) and products thereof:

- (a) Chattel Paper;
- (b) Contract Rights;
- (c) Deposit Accounts;
- (d) Documents;
- (e) Equipment, including that equipment and inventory listed on Exhibit "A";
- (f) General Intangibles (including, without limitation, all trade names, trademarks, patents, goodwill, and other intangible assets);
- (g) Instruments;
- (h) Inventory;
- (i) Rights as seller of Goods and rights to returned or repossessed Goods;
- (j) All existing and future leases and use agreements of personal property entered into by the Debtor as lessor with other Persons as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements;
- (k) Any existing and future leases and use agreements of personal property entered into by the Debtor as lessee with other Persons as lessor, including without limitation the leasehold

interest of the Debtor in such property, and all options to purchase such property or to extend any such lease or agreement;

(l) To the extent not described above, all fixtures of the Debtor (including but not limited to all fixtures now or hereafter located on any of the Property);

(m) All moneys of the Debtor and all bank accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same;

(n) All interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in Paragraphs (a) through (m) above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Secured Party for or on behalf of the Debtor in substitution for or in addition to any of said property; and

(o) All Records pertaining to any of the Collateral (all of the foregoing items of Collateral being hereinafter referred to collectively as "Collateral").

No submission by the Debtor to the Secured Party of a schedule or other particular identification of Collateral shall be necessary to vest in the Secured Party security title to and a security interest in each and every item of Collateral of the Debtor now existing or hereafter created and acquired, but rather such title and security interest shall vest in the Secured Party immediately upon the creation or acquisition of any item of Collateral hereafter created or acquired, without the necessity for any other or further action by the Debtor or by the Secured Party. The Debtor shall take such steps and observe such formalities as the Secured Party may request from time to time to create and maintain in favor of the Secured Party a valid and first lien upon, security interest in and pledge of all of the Collateral and all other security that the Debtor may grant to the Secured Party, whether now existing or created or acquired from time to time hereafter.

2. Debtor will maintain the Collateral at 5455 Highway 280 South, Birmingham, Jefferson County, Alabama 35242 and will not change the location thereof without Secured Party's prior written consent.



3. So long as any indebtedness to Secured Party hereby remains unpaid, Debtor warrants and represents that it will not, without the prior written consent of the Secured Party, pledge or grant any security interest in the Collateral to anyone except Secured Party, or sell said Collateral (other than in the normal and ordinary course of business) without the written consent of Secured Party, or permit any additional lien or encumbrance to attach to the Collateral or any levy to be made thereon or any financing statement (except Secured Party's financing statement and those financing statements in effect as of the date of this Security Agreement) to be filed with respect thereto.

4. In the event any of the indebtedness hereby secured or any part thereof is not paid when due, or in the event any of the warranties or agreements herein set forth are not true or are broken, or in the event of an event of default under the provisions of this agreement or other writing between Debtor and Secured Party (all such events being hereinafter referred to as an "Event of Default"), then, in any such event, Secured Party may, at his option without notice or demand, declare all of the indebtedness hereby secured immediately due and payable and Secured Party may, in addition to any other rights and remedies which he may have, immediately and without demand, exercise any and all of the rights and remedies granted to a secured party upon default under the Uniform Commercial Code of the State of Alabama. Notwithstanding anything contained herein to the contrary, in the event of an Event of Default other than one involving the payment of money under the provisions of this agreement or other writing between Debtor and the Secured Party, Debtor shall have ten (10) days from the date of notice of such Event of Default to cure such default. No remedy herein conferred upon, or reserved to, Secured Party is intended to be exclusive of any other remedy or remedies, including those of any evidence of indebtedness held by Secured Party, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity. Exercise or omission to exercise any right of Secured Party shall not affect any subsequent right of Secured Party to exercise the same.

5. The Debtor shall keep the Property insured for the benefit of the Secured Party (to whom loss shall be payable and to whom 30 days' prior written notice of termination of the policy shall be given) in such amounts, with such companies and against such risks as may be satisfactory to the Secured Party, pay the cost of all such insurance, and deliver certificates evidencing such insurance to the Secured Party.

6. Upon the occurrence of any Event of Default, Debtor agrees to pay Secured Party all attorney's fees, accountant's fees and court costs or other expenses which may be incurred or expended by Secured Party in taking any action hereunder or with regard to the Collateral.

7. Any and all recording and filing fees, revenue stamps, taxes or other expenses and charges payable in connection with the execution and delivery to Secured Party of this Agreement or of the recording or filing thereof or the recording of any financing statements requested by Secured Party pursuant hereto shall be borne by Debtor.

8. Debtor hereby waives any and all causes of action and claims which it may ever have against Secured Party as a result of any possession, collection, settlement, compromise or sale by Secured Party of the Collateral in the event of default by Debtor hereunder, notwithstanding the effect of such possession, collection, settlement, compromise or sale upon the business of Debtor, and Debtor waives all rights of redemption, if any, it may have. The failure at any time or times hereafter to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained in this Agreement or any other agreement, document or instrument now or hereafter executed by Debtor, and delivered to Secured Party, shall not waive, affect or diminish any right of Secured Party hereafter to demand strict compliance and performance therewith and with respect to any other provisions, warranties, terms and conditions contained in such agreements, documents or instruments, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether the same or of a different type. None of the warranties, conditions, provisions and terms contained in this

Agreement or any other agreement, document or instrument now or hereafter executed by Debtor and delivered to Secured Party shall be deemed to have been waived by any act or knowledge of Secured Party, its agents or employees, but only by an instrument in writing signed by Secured party to Debtor specifying such waiver.

9. This Agreement shall be binding upon the successors and assigns of all the parties hereto and shall inure to the benefit of Secured Party and his heirs, successors and assigns.

10. This Agreement shall be governed by, and construed according to, the laws of the State of Alabama.

11. The occurrence of an Event of Default under the Transaction Documents (as hereinafter defined) shall constitute an Event of Default hereunder and an Event of Default hereunder shall constitute an Event of Default under the Transaction Documents. The Transaction Documents shall be defined as: that certain Promissory Note, in the original principal amount of One Million & 00/100 Dollars (\$1,000,000.00), that certain Security Agreement and that certain Mortgage, all executed simultaneously herewith, and all executed by Jerry McGaha and Leisa McGaha.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 28<sup>th</sup> day of September, 1995.

Secured Party:

  
Michael A. Windham

Debtor:

  
Jerry McGaha

  
Leisa McGaha

J & L MCGAHA, INC.

By: Lisa McGaha Sec.  
Designated Officer



## EXHIBIT "A"

### EQUIPMENT INVENTORY

Executech Phone System  
Sharp adding machine  
Alphine 1500 fax machine  
Computer System  
1 Six foot table - Black in office  
1 Wood desk  
1 Computer desk  
1-5 draw file cabinet  
1 Chair  
1 RCA TV  
1 Couch  
1 Green Chair  
4 Brown arm chairs  
2 Plants (artificial)  
1 Mop Bucket - yellow  
1 Acme 5 h.p. compressor  
1 Comp. Oil water seperator  
1 Caddy alarm system  
1 U Video scanner KC 1P  
1 Hunter Rock and DIH Alignment  
1 60,000 Shop Press  
1 20 ton yellow 8 foot ladder  
1 Twin Post Rotary  
8 Salvonic infared heaters  
2 Jack stands orange - 3 Ton  
1 On car Ammco 710 Rotar Machine  
3 Rotary  
1 Bronick Mst 580-A Street Spring Compressor  
1 Dover Twin Post Lift  
2 6-ton orange jack stands  
1 oil catch drain on wheels  
2 Coats 40-40SA  
1 Rim Clamp 5030  
1 Coats 1004  
1 Jim Bean  
2 Norco 2 1/4 ton roll around jacks  
1 waterloo roll around tool box and hand tools



1 Brake ammco pressure Bleeder  
 1 Schumacker Battery Charger and Starter  
 4 1x1 Tire Racks  
 Hub Cap Puller  
 1 - orange jack  
 2 Blue 4 1/2 foot 3 leg *STANDS Maw*  
 6 gray vice  
 1 SM Bench Gurder  
~~(19) Mitchell Manuels, A/C, Engine Puff Hour rate~~ *Maw J.M.*  
 1 - 12 foot work bench, metal top  
 Oxygen/AC, Torchs and buggy  
 Ammco Brake Lathe  
 2 - 4x8 wood racks *Maw*  
 1 Twin Post Rotary  
 1 Dover Twin Post 9000 lbs  
 1 - Model #35 Transmission jack  
 1 - Recover and recycle station  
 1- Windham Tire & Auto Clinic sign  
 1 - 25 h.p. Speedaire compressor and controls  
 1 - Ford astrostar - van including tires and wheels  
 1 A/C vaccum pump

1. 4 Post lift & Rack *Maw*  
 1- Mita Copier *Maw J.M.*  
*J.M.*

Inst # 1995-27733

10/02/1995-27733  
 04:23 PM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 009 HEL 25.00