

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

Important: Read Instructions on Back Before Filing out Form.

REORDER FROM
Register, Inc.
1000 PINE ST.
P.O. BOX 218
ANNONIA, IN. 46304
(612) 421-1713

82783

<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: James E. Vann, Esquire Johnston & Conwell, L.L.C. 800 Shades Creek Parkway Suite 325 Birmingham, AL 35209 Pre-paid Acct. #		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center;"> Inst # 1998-17323 05/12/1998-17323 10:29 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 MCD 16.00 </div>			
2. Name and Address of Debtor (Last Name First if a Person) Peak, Inc. 15 South 20th Street Suite 1325 Birmingham, AL 35233 Social Security/Tax ID #		FILED WITH: Judge of Probate-Shelby County			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID #					
<input type="checkbox"/> Additional debtors on attached UCC-E					
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) First Commercial Bank P.O. Box 11746 Birmingham, AL 35202-1746 Social Security/Tax ID #		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)			
<input type="checkbox"/> Additional secured parties on attached UCC-E		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____ _____			
5. The Financing Statement Covers the Following Types (or items) of Property: All of the equipment, fixtures, contract rights, general intangibles, and tangible personal property of every nature now owned or hereafter acquired by Debtors, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto. ALSO, all of the property and types of property shown in SCHEDULE B attached hereto. ADDITIONAL SECURITY FOR MORTGAGE RECORDED AT INSTRUMENT NUMBER: <u>1998 1 17322</u>					
Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered.		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) \$ _____			
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.		8. <input checked="" 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)			
PEAK, INC. BY: <u>[Signature]</u> Signature(s) of Debtor(s) ITS: <u>President</u> Signature(s) of Debtor(s) PEAK, INC. Type Name of Individual or Business		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6) FIRST COMMERCIAL BANK BY: <u>[Signature]</u> Signature(s) of Secured Party(ies) or Assignee ITS: <u>[Signature]</u> Signature(s) of Secured Party(ies) or Assignee FIRST COMMERCIAL BANK Type Name of Individual or Business			

SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, Venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; including, but not limited to, all refrigerators, ranges, dishwashers, disposals and hoods.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

Commencing at the Southwest corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence north along the West line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 923 feet, more or less, to the present north right of way line of Alabama Highway 119; thence northeasterly along said right of way line a distance of 96 feet, more or less, to the northeast property line and the point of beginning of the property herein to be conveyed; thence northeasterly a distance of 175 feet, more or less, to the east property line; thence northwesterly along said east line a distance of 30 feet, more or less, to a point that is 70 feet northwesterly of and at right angles to the centerline of said project; thence southwesterly a distance of 175 feet, more or less, to the west property line; thence southeasterly a distance of 30 feet, more or less, to the point of beginning.

PARCEL #III:

Lot 10-A, according to a resurvey of Lot 10, Cahaba Park South, as recorded in Map Book 11, Page 89, in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

PARCEL #IV:

Lot 3, according to Trussville Marketplace Survey, as recorded in Map Book 187, Page 67, in the Probate Office of Jefferson County, Alabama.

PARCEL #V:

Commence at the NW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, Township 19 South, Range 3 West; thence run South 0 degrees 00 minutes 00 seconds West, along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 658.00 feet; thence run North 46 degrees 14 minutes 16 seconds East a distance of 102.69 feet to the point of beginning; thence run North 46 degrees 14 minutes 16 seconds East a distance of 120.00 feet; thence run South 43 degrees 45 minutes 44 seconds East a distance of 300.00 feet to a point on the Northwest right of way line of Alabama Highway No. 150; thence run South 46 degrees 14 minutes 16 seconds West along said right of way line a distance of 120.00 feet; thence run North 43 degrees 45 minutes 44 seconds West a distance of 300.00 feet to the point of beginning; being situated in Jefferson County, Alabama.

NOW KNOWN AS: Lot 1, according to the Express Oil Survey, as recorded in Map Book 180, Page 32, in the Probate Office of Jefferson County, Alabama, Birmingham Division, situated in Jefferson County, Alabama, Bessemer Division.

PARCEL VI:

Lots 7 and 8, Block 1, Glass's Second Addition to New Merkle, as recorded in Map Book 28, Page 51, in the Probate Office of Jefferson County, Alabama, less and except the following described real property: That portion of Lot 7, Block 1, Glass's Second Addition to New Merkle, beginning at the Southeast corner of Lot 7, Block 1, Glass's Second Addition to New Merkle, thence West 140.3 feet to the Southwest corner of said Lot 7; thence north along the west line of said Lot 7 twenty-four (24) feet; thence East to the East line of said Lot 7, at a point two (2) feet North of the Southeast corner of said Lot 7; thence South along the East line of said Lot 7, two (2) feet to the point of beginning.

PARCEL VII:

Commencing at the NW corner of the SW $\frac{1}{4}$ of Section 3, Township 22 North, Range 21 East, Tallapoosa County, Alabama, thence run North $85^{\circ} 12' 00''$ East 1869.47 feet to a point; thence run North $85^{\circ} 12' 14''$ East 152.07 feet to an existing iron pin; thence run South $05^{\circ} 19' 01''$ East 257.85 feet to an iron pin set and the point of beginning of the parcel herein described; thence run North $88^{\circ} 33' 26''$ East 127.89 feet to an iron pin set; thence run South $04^{\circ} 22' 26''$ West 41.69 feet to an existing iron pin; thence run South $08^{\circ} 55' 18''$ West 77.12 feet to an existing iron pin; thence run South $03^{\circ} 09' 43''$ East 46.62 feet to an existing iron pin set on the North right of way of Old US 280; thence run along said right of way South $80^{\circ} 12' 31''$ West 100.17 feet to an existing iron pin; thence run North $05^{\circ} 19' 01''$ West 178.89 feet to the point of beginning.

Less and except an easement (20 feet in width) for egress and ingress and being more particularly described as follows: Commencing at the SW corner of the aforementioned lot; thence run North $0^{\circ} 34' 53''$ West 178.50 feet to the north boundary of said lot; thence run North $88^{\circ} 33' 26''$ East 20.00 feet to a point; thence run South $0^{\circ} 34' 53''$ East 175.56 feet to the south boundary of said lot; thence run South $80^{\circ} 12' 31''$ West 20.26 feet to the point of beginning. Said parcel being a part of and lying in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 23 North, Range 21 East, Tallapoosa County, Alabama.

SCHEDULE B

All of Debtor's accounts, accounts receivable, contract rights, chattel paper, documents, equipment, fixtures, furniture and fixtures, general intangibles, instruments, inventory, and other personal property and fixtures of every kind and nature, whether presently owned or hereafter acquired or arising and wherever located, and products and proceeds thereof. Also, (i) all monies, instruments, and savings, checking or other accounts of Debtor (excluding IRA, Keogh, trust accounts, and other accounts subject to tax penalties if so assigned) that are now or in the future in Secured Party's custody or control; (ii) all monies or instruments pertaining to the collateral described above; (iii) all accessions, accessories, additions, amendments, attachments, modifications, replacements and substitutions to any of the above; (iv) all proceeds and products of any of the above; (v) all policies of insurance pertaining to any of the above as well as any proceeds and unearned premiums pertaining to such policies; and (vi) all books and records pertaining to any of the above. The foregoing specifically includes the account established pursuant to the Loan Agreement dated May 8, 1998 and the following equipment located at Parcel II of the property described in Exhibit A:

<u>Part No.</u>	<u>Description</u>	<u>Quantity</u>
n/a	Master Touch Model 120	1
413211	Additional RCY Conveyor	10'
400085	C-3 Correlator	1
423966	4-Bank Chemical Feed Unit	1
n/a	Power Wash Prep Module-Two Wands	1
423949	Triple Polish Applicator w/Pumps	1
423961	Delete Polish-N-Wax Arch	(1)
n/a	Start Up Chemicals	
409987	Wash Water Reclaim-5-H.P.	1
413315	Undercarriage Manifold	1
	Electrical Motor Control Center	1

INST # 1998-17323

05/12/1998-17323

10:29 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

005 MCD 16.00