

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registered Inc.
514 PIERCE ST.
P.O. BOX 218
ANDAL, AL 35303
(612) 421-1713

34654

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: <u>3</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original acknowledgement to: Leonard C. Tillman Balch & Bingham LLP P. O. Box 306 Birmingham, Alabama 35201 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="transform: rotate(-90deg); transform-origin: center;">Inst # 1999-06405</div> <div style="transform: rotate(-45deg); transform-origin: center;">02/15/1999-06405 10:17 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 18.00 004 HNS</div>
2. Name and Address of Debtor (Last Name First if a Person) Electrical Box & Enclosures, L.L.C. 101 Airpark Industrial Road Alabaster, AL 35007 Social Security/Tax ID # _____		
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) National Canada Finance Corp. 200 Galleria Parkway Suite 800 Atlanta, Georgia 30339 Social Security/Tax ID # _____		FILED WITH: Judge of Probate of Shelby County 4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
<input type="checkbox"/> Additional secured parties on attached UCC-E		

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

See Exhibit A and Exhibit B hereto incorporated herein by reference.

Record Owner: Box Electrical, L.L.C., now known as
Electrical Box & Enclosures, L.L.C.

* This financing statement is filed as additional security for a mortgage amendment filed simultaneously herewith upon which the mortgage recording tax has been paid.

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

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 \$ 1,600,000
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0.00*

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)

Electrical Box & Enclosures, L.L.C.

Signature(s) of Debtor(s)

X By: T. Mon Jackson Its: MEMBER

Signature(s) of Debtor(s)

Electrical Box & Enclosures, L.L.C.

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

EXHIBIT A

- I. All of Debtor's (i) inventory, including, without limitation, all finished goods, other goods, merchandise and other personal property which are held for sale, lease or rental or furnished or to be furnished under a contract of service and all raw materials, work in process, component parts, materials or supplies used or to be used or consumed or to be consumed in Debtor's business, and related products and all goods represented thereby, wherever located, and all such goods that may be reclaimed or repossessed from or returned by Debtor's customers and all shipping and packaging materials related to the foregoing; (ii) accounts, accounts receivable, notes, notes receivable, contracts, contract rights, retail installment sales contracts, drafts, documents, documents of title, warehouse receipts, bills of lading, title retention and lien instruments, security agreements, acceptances, instruments, conditional sales contracts, chattel mortgages, chattel paper, general intangibles and other forms of obligation and rights to payment and receivables whether or not yet earned by performance, including, without limitation, state and federal tax refunds; (iii) equipment; (iv) goods, instruments, notes, notes receivable, documents, documents of title, warehouse receipts, bills of lading, certificates of title, policies and certificates of insurance, securities, chattel paper, deposits, cash and other property, which are now or may hereafter be in the possession of or deposited with Secured Party or otherwise assigned to Secured Party or as to which Secured Party may now or hereafter control possession by documents of title or otherwise; and (v) substitutions, accessions, additions, parts, accessories, attachments, replacements, proceeds and products of, to and for any and all of the foregoing, including, without limitation, any and all tort and insurance proceeds and any and all substitutions, accessions, additions, parts, accessories, attachments, replacements, proceeds and products in the form of any of the property described or referenced in (i) through (iv) above,

whether now or hereafter owned, existing, created, arising or acquired.
- II. Account No. 06010482 established by Debtor with Union State Bank (the "Account") and all of Debtor's rights, title and interest in and to the Account and all sums now or hereafter on deposit in or payable or withdrawable from said Account and any interest accrued or payable thereon.
- III.
 - (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in Exhibit B (the "Land"), and all fixtures, fittings, building materials, inventory, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located (the "Improvements");
 - (b) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
 - (c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

- (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets.
- (d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b) or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b) or (c) above.

All of the above-described property is referred to as the "Collateral".

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: Box Electrical, L.L.C. now known as Electrical Box & Enclosures, L.L.C.

PROVIDED AS ADDITIONAL SECURITY FOR MORTGAGE AMENDMENT RECORDED CONTEMPORANEOUSLY HEREWITH.

EXHIBIT B
DESCRIPTION OF LAND

The following described property situated in Shelby County, Alabama:

Lots 1A and 1B, according to the Survey of Airpark Industrial Complex, as recorded in Map Book 19, Page 116, in the Probate Office of Shelby County, Alabama.

Inst # 1999-06405

02/15/1999-06405
10:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HHS 18.00