

FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

16888

REORDER FROM
Register, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: 2	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: J. Richard Hazlett Smith Helms Mulliss & Moore P. O. Box 31247 Charlotte, NC 28231 Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="font-size: 2em; transform: rotate(-90deg); transform-origin: center;"> Just # 1999-20588 Inst # 1999-20588 05/17/1999-20588 08:32 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 MMS 05/17/1999-20588 08:32 AM CERTIFIED 003 MMS </div>
2. Name and Address of Debtor (Last Name First if a Person) PIEDMONT PLASTICS, INC. 5010 West W.T. Harris Boulevard Charlotte, North Carolina 28269 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) <div style="background-color: black; width: 100px; height: 20px; margin: 10px auto;"></div>		
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) BRANCH BANKING AND TRUST COMPANY 6869 Fairview Road Charlotte, North Carolina 28210 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) FILED WITH: Shelby County Judge of Probate

See Exhibit A attached hereto and incorporated herein by reference.

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

0 0 0	8 0 3
0 0 1	9 0 0
1 0 0	— — —
1 0 1	— — —
6 0 0	— — —
7 0 0	— — —
8 0 0	— — —

Check X if covered: ☒ Products of Collateral are also covered.

5. 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)
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PIEDMONT PLASTICS, INC. Signature(s) of Debtor(s) By: <u>Henry B. Burt</u> President Signature(s) of Debtor(s) Type Name of Individual or Business	BRANCH BANKING AND TRUST COMPANY Signature(s) of Secured Party(ies) or Assignee By: <u>[Signature]</u> Signature(s) of Secured Party(ies) or Assignee Type Name of Individual or Business
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EXHIBIT A
TO UCC-1 FINANCING STATEMENT

Debtor: Piedmont Plastics, Inc.
Secured Party: Branch Banking and Trust Company

The collateral covered by this financing statement includes all of Debtor's right, title and interest in and to all of the following property of the Debtor, whether now owned or existing or hereafter acquired or arising:

(A) All accounts, accounts receivable, general intangibles, chattel paper, instruments and documents owned or acquired by Debtor (the "Accounts");

(B) All intangible personal property of Debtor of every kind and nature (other than accounts, chattel paper, documents and instruments) including, without limitation, choses in action, causes of action, rights to payment for goods sold or services rendered which have not yet been billed or invoiced to any customer, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, computer programs, and any guarantee claims, security interests or other security held by or granted to the Debtor to secure payment by an Account Debtor (hereinafter defined) of any of the Accounts ("General Intangibles");

(C) Any and all goods, merchandise and other personal property, including, without limitation, goods in transit, wheresoever located, owned or acquired by Debtor which are or may at any time be held for sale or lease, furnished under any contract of service or held as raw materials, work-in-process, or supplies or materials used or consumed in Debtor's business, including, without limitation, all such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by the Debtor ("Inventory");

(D) All machinery, equipment, furniture, fixtures, chattels, motor vehicles, office furnishings, supplies, computer hardware and software and other tangible personal property owned by Debtor and wheresoever located (the "Equipment");

(E) All monies, residues and property of any kind, now or at any time or times hereafter, in the possession or under the control of Secured Party or a bailee of Secured Party;

(F) All monies, securities and other property at any time held in the Construction Fund or the Bond Fund (each as defined in the Indenture to be dated on or about September 1, 1997 between The Mecklenburg County Industrial Facilities and Pollution Control Financing Authority and Norwest Bank Minnesota, N.A.);

(G) All accessions to, substitutions for and all replacements, products and proceeds of the foregoing including, without limitation, proceeds of insurance policies insuring the Collateral (as hereinafter defined); and

(H) All books and records (including without limitation, customer data, credit files, computer programs, printouts, and other computer materials and records of the Debtor pertaining to any of the foregoing).

All of the property and interests in property described in subsections (A) through (H) are herein collectively referred to as the "Collateral". For purposes hereof, "Account Debtor" means any person who is or who may become obligated to Debtor under or on account of an Account.