

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

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)

No. of Additional Sheets Presented: **3**

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

RETURN TO:
CSC
PO BOX 991
WILMINGTON DE 19899-0591

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Century Supply Corp. d/b/a/ Century Rain Aid
210-A Parker Drive
Pelham, AL 35124

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 ~~XXXX~~

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

PNC Bank, National Association, as Agent
Two Tower Center Boulevard
East Brunswick, NJ 08816

Social Security/Tax ID #

☐ Additional secured parties on attached ~~XXXX~~

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

SEE SCHEDULE A ATTACHED HERETO

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

Inst # 1999-22860

06/01/1999-22860
02:55 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HHS 18.00

FILED WITH: **Shelby**

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

0	0	0	0	0	1
1	0	0	1	0	1
1	0	3	2	0	0
3	0	0	3	0	2
6	0	0	7	0	0
8	0	0	9	0	0
9	0	1	9	0	2

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.

Century Supply Corp. d/b/a/ Century Rain Aid

Signature(s) of Debtor(s)

CORNELIUS F. BRIFFIN
VICE PRESIDENT

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is **NO TAX IS DUE.**
Mortgage tax due (15¢ per \$100.00 or fraction thereof) **0**

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 5)

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

SCHEDULE A TO FINANCING STATEMENT

All of the following property now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title or interest, and wherever located (collectively, the "Collateral"):

- (a) all Receivables;
- (b) all Equipment;
- (c) all General Intangibles;
- (d) all Inventory;
- (e) all of Debtor's right, title and interest in and to (i) goods and other property including, but not limited to, all merchandise returned or rejected by Customers, relating to or securing any of the Receivables; (ii) all of Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to Debtor from any Customer relating to the Receivables; (iv) other property, including warranty claims, relating to any goods constituting Collateral; (v) all of Debtor's contract rights, rights of payment which have been earned under a contract right, instruments, documents, chattel paper, warehouse receipts, deposit accounts, money, securities and investment property, including, without limitation, promissory notes evidencing loans from Debtor to its subsidiaries, affiliates or any other person or entity; (vi) if and when obtained by Debtor, all property of third parties in which Debtor has been granted a lien or security interest as security for the payment or enforcement of Receivables; and (vii) any other goods or personal property now owned or hereafter acquired in which Debtor has expressly granted a security interest or may in the future grant a security interest to the Secured Party under the Credit Agreement, or in any amendment or supplement thereto;
- (f) all of Debtor's files, correspondence, records, books of account, business papers, computers, computer software (owned by Debtor or in which it has an interest), computer programs, tapes, disks and documents relating to (a), (b), (c), (d) or (e) above; and
- (g) all proceeds and products of (a), (b), (c), (d), (e) and (f) above in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

The following terms shall be defined herein as follows:

"Credit Agreement" shall mean the Revolving Credit, Term Loan and Security Agreement dated as of May 17, 1999 among Richton International Corporation, Century Supply Corp., CBE Technologies, Inc., the lenders from time to time party thereto and Secured Party, as agent for such lenders, as amended, supplemented or otherwise modified.

"Customer" shall mean and include the account debtor with respect to any Receivable and/or the prospective purchaser of goods, services or both with respect to any contract or contract right, and/or any party who enters into or proposes to enter into any contract or other arrangement with Debtor, pursuant to which Debtor is to deliver any personal property or perform any services.

"Equipment" shall mean and include all of Debtor's goods (other than Inventory) including, without limitation, all equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings, fixtures, parts, accessories and all replacements and substitutions therefor or accessions thereto.

"General Intangibles" shall mean and include all of Debtor's general intangibles, including, without limitation, all choses in action, causes of action, corporate or other business records, inventions, designs, equipment formulations, manufacturing procedures, quality control procedures, patents or applications therefor, trademarks or applications therefor, service marks or applications therefor, copyrights or applications therefor, trade secrets, goodwill, design rights, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to Debtor to secure payment of any of the Receivables by a Customer, all rights of indemnification and all other intangible property of every kind and nature (other than Receivables).

"Inventory" shall mean and include all of Debtor's goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in Debtor's business or used in selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them.

"Receivables" shall mean and include all of Debtor's accounts, contract rights, instruments (including those evidencing indebtedness owed to Debtor by its affiliates), documents, chattel paper, general intangibles relating to accounts, drafts and acceptances, and all other forms of

obligations owing to Debtor arising out of or in connection with the sale or lease of Inventory or the rendition of services, all guarantees and other security therefor, whether secured or unsecured and whether or not specifically sold or assigned to Secured Party under the Credit Agreement.

CENTURY SUPPLY CORP.

PNC BANK, NATIONAL
ASSOCIATION, as Agent

By: *C. F. Griffin*

Name: Cornelius F. Griffin
Title: ~~Chief Financial Officer~~
Vice President

By: *Peter J. Mardaga*

Name: Peter J. Mardaga
Title: Vice President