

STATE OF ALABAMA -- UNIFORM COMMERCIAL CODE -- FINANCING STATEMENT

FORM UCC-1 ALA.

20000111104

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☐ 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:

Paula H. Rafferty
Foothill Capital Corporation
7443 Lee Davis Road, Suite 200
Mechanicsville, VA 23111

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

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Betras Plastics, Inc.
2525 Chesnee Highway
Spartanburg, SC 29307

Social Security/Tax ID#

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Betras Plastics, Inc.
5171 Highway 31
Calera, Alabama 35040

Social Security/Tax ID#

☐ Additional debtors on attached UCC-E

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

Foothill Capital Corporation
7443 Lee Davis Road, Suite 200
P.O. Box 218
Mechanicsville, VA 23111

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

FILED WITH: Judge of Probate, Shelby County, Alabama

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:

All accounts, accounts receivable, inventory, furniture, fixtures, equipment, documents, chattel paper vehicles, injection molds and general intangibles, now owned or hereafter acquired by the debtor and all proceeds thereof as more fully described in the attached Exhibit A.

NOTICE: Pursuant to an agreement between debtor and secured party, debtor has agreed not to further encumber the collateral described herein, the further encumbering of which may constitute the tortious interference with the secured party's rights by such encumbrance.

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

000	700
100	800
200	
300	
400	
500	
600	

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 \$ n/a

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ none due

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)

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

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

Foothill Capital Corporation

Type Name of Individual or Business

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Betras Plastics, Inc.

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

ORIGINAL

STANDARD FORM -- UNIFORM COMMERCIAL CODE -- FORM UCC-1
Approved by The Secretary of State of Alabama

EXHIBIT A to UCC Financing Statement between
Betras Plastics, Inc.
AND
FOOTHILL CAPITAL CORPORATION

The following types or items of personal property whether now owned or hereafter acquired by the Debtor, wherever located: (a) the Receivables, the General Intangibles, the Inventory, the Equipment the Payments and all other items of personal property; (b) all of the Debtor's rights, title and interest in and to all goods and other property represented by or securing any of the foregoing, including all goods that may be reclaimed or repossessed from or returned by Account Debtors; (c) all of the Debtor's rights as an unpaid seller, including stoppage in transit, detinue and reclamation; (d) all additional amounts due the Debtor from any Account Debtor, irrespective of whether such additional amounts have been specifically assigned to the Lender; (e) all guarantees and other agreements and property securing or relating to any of the items referred to above or acquired for the purpose of securing or enforcing such items; (f) all books of account and records, ledger sheets, files, documents, instruments, customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers; computer tapes, programs, discs and other material, media or documents relating to the recording, billing or analyzing of any of the above; all computers, word processors, printers, switches, interfaces, source codes, mask works, software, instructional material, and connectors, and all parts, accessories, additions, substitutions, or options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software of any or all of the above-mentioned items; (g) all policies of insurance on the foregoing property and the proceeds of such insurance; (h) all rebates received or due from manufacturers and others; (i) all post office boxes; and (j) all proceeds and products of any of the foregoing in whatever form, including cash, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents.

For purposes hereof,

"Receivables" shall mean, (a) all of the Debtor's present and future accounts, contract rights, receivables, promissory notes and other instruments, chattel paper and all rights to receive the payment of money or other consideration under present or future contracts including, without limitation, all of the Debtor's rights under each Government Contract and all related Government Accounts now owned or hereafter acquired by the Debtor; (b) all present and future cash of the Debtor; (c) all present and future judgments, orders, awards and decrees in favor of the Debtor and causes of action in favor of the Debtor; (d) all present and future contingent and non-contingent rights of the Debtor to the payment of money for any reason whatsoever, whether arising in contract, tort or otherwise including, without limitation, all rights to receive payments under presently existing or hereafter acquired or created letters of credit; (e) all present and future claims, rights of indemnification and other rights of the Debtor under or in connection with any contracts or agreements to which the Debtor is or becomes a party or third party beneficiary; (f) all goods previously or hereafter returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper of the Debtor; (g) all present and future rights of the Debtor as an unpaid seller of goods, including rights of stoppage in transit, detinue and reclamation; (h) all rights which the Debtor may now or at any time hereafter have, by law or agreement, against any Account Debtor or other obligor of the Debtor, and all rights, liens and security interests which the Debtor may now or at any time hereafter have, by law or agreement, against any property of any Debtor or other obligor of the Debtor; and (i) all present and future interests and rights of the Debtor, including rights to the payment of money, under or in connection with all present and future leases and subleases of real or personal property to which the Debtor is a party, as lessor, sub-lessor, lessee or sub-lessee.

"Equipment" shall mean (a) all equipment of the Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, motor vehicles and other rolling stock, furniture, furnishings, tools, dies, molds, fittings, accessories, all substitutions therefor, leasehold improvements, fixtures, and materials and supplies relating to any of the foregoing; (b) all present and future documents of title and trust receipts relating to any of the foregoing; (c) all present and future rights, claims and causes of action of the Debtor in connection with purchases of (or contracts for the purchase of), or warranties relating to, or damages to, goods held or to be held by the Debtor as equipment; (d) all present and future warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to any of the foregoing; and (e) all present and future general intangibles of the Debtor in any way relating to any of the foregoing.

"General Intangibles" shall mean all general intangibles now owned or hereafter acquired by the Debtor, including, without limitation, choses of action, causes of action and all other intangible property of every kind and nature, including, without limitation, corporate or other business records, invention, designs, blueprints, plans, patents, patent applications, trademarks, trade names, trade secrets, goodwill, registrations, domestic and foreign copyrights, copyright applications, service marks, logos, licenses, franchises, customer lists, tax refunds, tax refund claims, contractual rights, insurance policies on lives of employees payable to the borrower, any letter of credit on which the Debtor is a beneficiary, rights or claims against carriers and shippers, leases and rights to indemnification between the Debtor and the U.S. Government or any agency thereof, and all amendments thereto.

"Inventory" shall mean all inventory now owned or hereafter acquired by the Debtor, including, without limitation (a) all goods which are held for sale or lease by the Debtor or are furnished or to be furnished by the Debtor under contracts for service, (b) all raw materials, work in process, finished goods, materials and supplies of every kind used or consumed in connection with the manufacture, packing, shipping, advertising or sale of such goods, (c) all proceeds and products from the sale or other disposition of such goods, including all goods returned or repossessed, or acquired by the Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering such goods, and (d) all of the above owned by the Debtor or in which the Debtor now has or in which the Debtor may hereafter acquire an interest, whether in transit or in the Debtor's constructive or actual possession or held by the Debtor or others for the Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on the Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof.

All capitalized terms used herein shall have the meanings ascribed to them in the Loan and Security Agreement between the Debtor and the Secured Party.

Inst # 2000-01397

01/12/2000-01397
10:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 WMS 18.00