

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

Important: Read Instructions on Back Before Filling out Form.

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

87365

<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:  Greggory M. Deitsch, Esquire Sirote & Permutt, P.C. P O Box 55727 Birmingham, AL 35255-5727		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. #		Inst # 2000-27385  08/11/2000-27385 10:01 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 35.25 010 NMS	
2. Name and Address of Debtor (Last Name First if a Person)  Imperial Foods, Inc. <del>3410 Pine Village</del> 4524 SOUTHLAKE PKWY <del>Birmingham, AL 35216</del> SUITE #7 Bham AL 35244			
Social Security/Tax ID #			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)  Social Security/Tax ID #		FILED WITH:  Judge of Probate	
<input type="checkbox"/> Additional debtors on attached UCC-E		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  Fairway Investments, L.L.C. <del>4524 Southlake Parkway</del> 2830 CAHABA RL <del>Suite 7</del> Birmingham, AL <del>35244</del> 35223 Social Security/Tax ID #		5. The Financing Statement Covers the Following Types (or items) of Property:	
<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:  _____ _____ _____ _____ _____ _____ _____ _____	

See Exhibit "A" attached hereto and made a part hereof

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 \$ <u>7,500.00</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>11.25</u>
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 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)

Imperial Foods, Inc. Signature(s) of Debtor(s) By: <u>George C. [Signature]</u> Signature(s) of Debtor(s) Its: <u>[Signature]</u> 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
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## **PURCHASE MONEY SECURITY AGREEMENT**

This Purchase Money Security Agreement (the "Security Agreement") is made and entered into on this the 8 day of August, 2000, by and between **Fairway Investments, L.L.C.** whose address is 2830 Cahaba Road, Birmingham, Alabama 35223 (hereinafter referred to as the "Secured Party"), and **Imperial Foods, Inc.** whose address is 4524 Southlake Parkway, Suite # 7, Birmingham, Alabama 35244 (hereinafter collectively and separately referred to as the "Debtor").

1. **Creation of Security Interest.** Debtor hereby grants to Secured Party a security interest in the Collateral described in Section 2, to secure the performance and payment of the sum of **\$7,500.00** as evidenced by a Promissory Note (the "Note") for that amount executed on even date herewith, and to secure all of Debtor's present and future debts, obligations, and liabilities of whatever nature and whenever created, including future advances to be evidenced by notes to be made by Debtor to Secured Party at Secured Party's option, and all liabilities of Debtor to Secured Party now existing or hereafter incurred, matured, or unmatured, direct or contingent, and any renewals and extensions thereof.
2. **Collateral.** The collateral subject to this Security Agreement, (hereinafter referred to as the "Collateral") is the personal property described on Exhibit "A" attached hereto.
3. **Debtor's Warranties.** Debtor warrants:
  - a. **Ownership and Possession.** If the Order dated August 1, 2000 in that certain case styled Fairway Investments, L.L.C. v. LJC, Inc., Case No. CV2000-56, pending in Shelby County, Alabama is set aside on or before September 2, 2000, Debtor shall immediately surrender and deliver all of the Collateral to Secured Party in good condition, normal wear and tear excepted;
  - b. **Change of Address.** Debtor shall immediately advise Secured Party in writing of any change in address;
  - c. **Performance of Agreement.** Debtor shall perform all covenants and agreements set forth in this Security Agreement.
4. **Financing Statement.** At the request of Secured Party, Debtor will join in executing, or will execute, all necessary financing statements and any other documents deemed necessary by Secured Party in a form satisfactory to Secured Party and pay the cost of filing such statements or other documents.
5. **Persons Bound.** This Security Agreement benefits Secured Party, and Secured Party's heirs, personal representatives, successors and assigns, and binds the Debtor and Debtor's respective heirs, personal representatives, successors, and assigns.
6. **Alienation of Collateral.** Debtor will not, without the prior written consent of Secured Party, sell, contract to sell, lease, encumber, or otherwise dispose of the Collateral or any interest therein until this Security Agreement and all debts secured hereby have been fully satisfied.
7. **Protection of Collateral.** Debtor shall keep the Collateral in good order and repair; Debtor shall not waste or destroy the Collateral or any part thereof; and Debtor shall not use the Collateral in violation of any statute or ordinance. Secured Party shall have the right to examine and inspect the Collateral at any reasonable time.

8. **Maintenance of Collateral.** Debtor shall not permit the value of the Collateral to be impaired. Further, Debtor shall keep the Collateral free from all liens, encumbrances, and security interests, and defend it against all claims and legal proceedings by persons other than Secured Party, and Debtor shall pay all costs, expenses, and fees in doing same.
9. **Taxes and Assessments.** Debtor shall pay promptly when due all taxes, license fees, assessments and other charges levied on the Collateral or on its use and operation. Secured Party may, at Secured Party's option and at any time, discharge taxes, liens, or interest on the Collateral, and such discharge by Secured Party shall become a debt owing to Secured Party by Debtor and secured hereby.
10. **Insurance.** Unless otherwise agreed to in writing, signed by both parties, the following shall apply:
  - a. Debtor shall insure at its expense the Collateral, against theft and those hazards ordinarily covered by standard form all-risk insurance policies for amounts equal to the replacement value thereof, but in no event less than the full amount of the obligations set out herein; that such insurance (i) will name both Debtor and Secured Party as insureds thereunder as their respective interests may appear, (ii) will be placed with a company or companies satisfactory to Secured Party, (iii) will provide that all losses shall be adjusted with and paid to both Debtor and Secured Party, (iv) will be subject to alteration or cancellation only after ten days' written notice to Secured Party; and that Debtor will deliver to Secured Party a certificate or memorandum of such insurance within ten days of the date hereof and renewals of such policy or policies at least fifteen days prior to the expiration date(s) thereof, the said renewals or policies to be marked "paid" by the issuing company or agent.
  - b. If the Debtor fails to keep the Collateral insured as above specified, then the Secured Party, may, at its option, insure the same for its insurable value and the cost of such insurance to Secured Party shall become a debt owing to it by Debtor and secured hereby; the proceeds from such insurance, if collected, shall be credited on the indebtedness secured hereby, less the cost of collecting the same, or, at the election of the Secured Party, may be used in repairing or replacing the Collateral.
  - c. No loss or damage to the Collateral shall otherwise affect the Debtor's obligations hereunder.
11. **Payment.** If the Debtor pays said indebtedness, and reimburses the Secured Party for any amount which Secured Party may have expended under the provisions hereunder, and shall do and perform all other acts and things herein agreed to be done, this conveyance and Security Agreement shall be null and void.
12. **Events of Default.** Debtor shall be deemed to be in default hereunder in the following events:
  - a. Debtor shall default in the payment of the Note or any other amounts secured hereby;
  - b. Debtor shall default in the payment or performance of any of the obligations herein;
  - c. Debtor shall default in the performance of any of Debtor's obligations set forth in the Mortgage;



- d. Any warranty, representation or statement made or furnished to Secured Party by or on behalf of the Debtor in connection with this Agreement executed by the parties should prove to have been false in any material respect when made or furnished;
  - e. Any substantial loss, theft, destruction or damage to the Collateral should occur;
  - f. Debtor should make a general assignment for the benefit of creditors, should suspend business or commit any act amounting to business failure, or should make a voluntary assignment or transfer of its interest in any of the Collateral (except as expressly authorized by Secured Party in writing or as authorized pursuant to the Security Agreement) or in all or substantially all of its property; or
  - g. A petition under any chapter of the Bankruptcy Code or for the appointment of a receiver of all or any part of the property of Debtor, or under any other proceeding for the relief of creditors should be filed by or against Debtor.
13. **Time of Performance.** When performing any act under this Security Agreement, time shall be of the essence.
14. **Waiver.** Failure of Secured Party to exercise any right or remedy, including but not limited to the acceptance of partial or delinquent payments, shall not be a waiver of any obligation of the Debtor or right to Secured Party or constitute a waiver of any other similar default subsequently occurring.
15. **Remedies of Secured Party.** In the event of default hereunder, or any time Secured Party in good faith believes that the prospective payment or performance owing to Secured Party is impaired, Secured Party may then, or at any time thereafter (such default not having previously been cured), declare the whole of the indebtedness hereby secured with interest thereon, to be due and payable according to the terms of the Note and Mortgage, and shall then have all the remedies of a secured party under the laws of the State of Alabama, including without limitation the following:
- a. Secured Party may require Debtor to assemble the Collateral and to make it available to Secured Party at any convenient place designated by Secured Party.
  - b. Secured Party may take possession of the Collateral and control of any proceeds thereof, enter into any premises on which the Collateral or any proceeds or any part thereof may be situated and remove the same therefrom. Debtor hereby waives and releases Secured Party of and from any and all claims in connection with such removal.
  - c. Secured Party is expressly authorized to ask, demand, receive, compound, compromise, collect, and give receipts for payments of accounts receivable secured hereby, to institute, prosecute and compromise suits to recover thereon, and Secured Party shall be required to account only for such payments thereon as are actually received by Secured Party.
  - d. Written notice, when required by law, sent to the Debtor's address shown herein at least five calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral shall be deemed to be reasonable notice hereunder.

- e. Debtor shall reimburse Secured Party for any expense incurred by Secured Party in protecting or enforcing Secured Party's rights under this Security Agreement, including without limitation reasonable attorneys' fees and legal expenses and all expenses of insuring, taking possession, holding, preparing for disposition, and disposing of the Collateral. After deduction of such expenses, Secured Party may apply the proceeds of disposition to the indebtedness specifically secured hereby, as well as any other indebtedness or liability of Debtor to Secured Party secured hereby, in such order and amounts as Secured Party elects.
  - f. The Debtor waives to the extent allowed by law all personal property rights of exemption allowed Debtor under the Constitution and laws of the State of Alabama or any other jurisdiction, in connection with or related to the collection of the indebtedness created herein, whether by garnishment, levy, attachment or any other process of law. The Debtor agrees to pay all costs of collection and foreclosure hereof, including a reasonable attorney's fee, in the event said indebtedness is not paid to maturity, or other default occurs hereunder.
  - g. No remedy of Secured Party hereunder shall be exclusive of any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy.
16. **Governing Law.** This Security Agreement shall be subject to and construed in accordance with the laws of the State of Alabama in all respects.
17. **Severability.** If any provision hereof is contrary to, or prohibited by or deemed invalid by such laws, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof which shall remain valid and in full force and effect.
18. **Miscellaneous.**
- a. All rights of Secured Party hereunder shall inure to the benefit of Secured Party's heirs, personal representatives, successors and assigns; and the obligations, warranties and covenants of Debtor shall bind Debtor, Debtor's heirs, personal representatives, successors and assigns.
  - b. This Agreement shall take effect on the date hereof. Each person signing hereunder acknowledges receipt of an executed copy of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Purchase Money Security Agreement to be executed as of the day and year first above written.

**Secured Party:**

**Fairway Investments, L.L.C.**

By: 

Its: Authorized Representative

**Debtor:**

**Imperial Foods, Inc.**

By: 

Its: President

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Greg S. Clifton, the Authorized Representative of Fairway Investments, L.L.C., an Alabama limited liability company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same as such officer and with full authority voluntarily on the day the same bears date.

Given under my hand and official seal on this the 8<sup>th</sup> day of August, 2000.

  
Notary Public

My commission expires: May 25, 2003

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that George Amelun, the President of Imperial Foods, Inc., an Alabama corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same as such officer and with full authority voluntarily on the day the same bears date.

Given under my hand and official seal on this the 8<sup>th</sup> day of August, 2000.

  
Notary Public

My commission expires: My Commission Expires May 7, 2004

**EXHIBIT "A"**

**SECURED PERSONAL PROPERTY**

**April 25, 2000**

**John Paul's Inventory**

**Dining Room**

**6- 2 top tables  
18- 4 top tables  
2- 6 top tables**

**100- chairs  
10- tall stools with iron backs  
1- plain wooden stool  
1- wooden highchair  
1- plastic booster seat  
  
8- ceiling fans  
9- large sconces  
10- small sconces  
4- iron wall hangings with plant holders  
13- box planters with peace lilies**

**1- wooden podium in foyer  
1- wooden bench in foyer  
2- metal coat racks**

**46- salt and pepper shakers  
1- large wooden salt & pepper shaker set  
3- metal serving stands  
21- iron and glass votive candle holders**



## **Bar Area**

- 40- white wine glasses
- 46- red wine glasses
- 20- martini glasses
- 14- cognac glasses
- 121- drink glasses
- 192- tall drinking glasses
- 20- small stem water glasses
- 9- cappuccino glasses
- 1- iron wine rack
- 1- Sony 5 disc changer
- 1- KUT speaker
- 1- Ankyo receiver
- 1- GE 19" TV with remote control

- 1- Casio PCR-365 cash register Serial Number DL-1320
- 1- VisaNet credit card machine Serial Number 100000634705
- 1- one drain stainless steel sink
- 1- three drain stainless steel sink
- 2- small stainless steel ice bins
- 3- stainless steel wine stands
- 1- Panasonic cordless phone
- 20- glass ashtrays

## **Kitchen**

- 10- small plastic trays
- 6- large plastic trays
- 2- large 2 tray stainless steel carts
- 1- plastic and metal 3-tray cart
- 1- medium 3-tray stainless steel cart
- 1- Well's bread warmer Serial Number TR17620
- 1- large stainless steel ice bin Serial Number CS1522
- 4- small stainless steel tables
- 7- plastic tubs/dishpans
- 110- large soup bowls
- 75- large saucers
- 126- dinner plates
- 27- small saucers
- 60- oblong salad plates
- 30- coffee cups
- 40- cups for dips, dressings & soup
- 10- plastic tea pitchers
- 10- plastic wine buckets

- 1- Eureka vacuum cleaner
- 4- large stainless steel tables
- 3- large stainless steel tea urns Serial Number 8802 7/16/99 (all three)
- 1- extra large Ice-O-Matic Serial Number M613-00121-Z
- 1- large 2-door True Freezer Serial Number 1123299
- 1- Vulcan 2-door oven with broiler and 6 burners Serial Number 417274-D
- 1- Awyott 2-sided grill Serial Number 88371-29
- 1- Silver Star oven Serial Number 1175282
- 1- Vulcan fryer Serial Number SUB3115305-D
- 10- stainless steel baking sheets
- 6- clear plastic tubs with lids
- 1- Solid State microwave oven
- 1- Black & Decker food processor
- 1- Sunbeam mixer
- 1- slow cooker
- 1- each small, medium & large stainless steel pots
- 1- each small, medium & large colander
- 1- each medium & large wok
- 1- Oster rice steamer
- 1- Advance 3 basin stainless steel sink
- 2- small hoods Serial Numbers 37049 & 34754
- 1- extra large hood
- 1- Vollrath food warmer Model #1001
- 1- server food warmer
- 10- skillets
- 5- iron skillets
- 3- large rolling trash cans

#### Miscellaneous Items

Silverware, ladles, large slotted spoons, spatulas, etc.  
Mixing bowls, trays, etc.

Inst # 2000-27385

08/11/2000-27385  
3:10:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 HNS 35.25