

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

9A

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)	No. of Additional Sheets Presented: 12	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to:

Return To:  
CT Corporation System  
UCC Services  
111 Eighth Avenue, 13th Floor  
New York, NY 10011

3484800-12M

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

Inst # 2001-00382  
01/04/2001-00382  
12:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
27.00  
913 MMB

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)

Prime Succession of Alabama, Inc.  
3490 Olympic Boulevard  
Suite 500  
Erlanger, KY 41018

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 ~~HOGE~~

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

Massachusetts Mutual Life Insurance Company,  
as Supplemental Collateral Agent  
1295 State Street  
Springfield, Massachusetts 01111

Social Security/Tax ID #

☐ Additional secured parties on attached ~~HOGE~~

FILED WITH: Shelby

County Judge of Probate

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:

THIS FIXTURE FILING IS TO BE RECORDED IN THE REAL ESTATE RECORDS.

See "Annex I" attached hereto and made a part hereof.

See Exhibit A attached hereto and made a part hereof for the legal description of the real property, the owner of which is the Debtor.

This UCC-1 is filed as additional security for mortgage recorded of even date, which is exempt from mortgage tax.

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

5 0 0

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.

Prime Succession of Alabama, Inc.

Signature(s) of Debtor(s)  
Name:

Gary Wright

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

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 checked="" 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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Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature — see Box 6)

## ANNEX I

ATTACHED TO AND MADE PART OF  
UNIFORM COMMERCIAL CODE ("UCC") FINANCING STATEMENT  
FOR MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY,  
AS SUPPLEMENTAL COLLATERAL AGENT

DEBTOR: PRIME SUCCESSION OF ALABAMA, INC.  
3940 Olympic Boulevard, Suite 500  
Erlanger, Kentucky 41018

SECURED PARTY: MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY,  
as Supplemental Collateral Agent  
1295 State Street  
Springfield, Massachusetts 01111

All of the Debtor's right, title and interest in and to each of the following, however, arising and whether now existing or hereafter acquired or arising, to the extent that the following constitutes personal property or fixtures wherever located in the State in which this financing statement has been filed (all being collectively referred to as the "**Mortgaged Property**"):

(a) all of Debtor's interest, if any, in the real property described in **Exhibit A** attached hereto, together with any greater or additional estate therein as hereafter may be acquired by Debtor (the "**Land**"); all improvements now owned or hereafter acquired by Debtor, now or at any time situated, placed or constructed upon the Land subject to the Permitted Encumbrances, (the "**Improvements**"; the Land and Improvements are collectively referred to as the "**Premises**");

(b) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements (but excluding those items of personal property not used in connection with the maintenance or operation of the Improvements or in connection with the maintenance or operation of improvements on any other property subject to a mortgage or deed of trust granted in connection with the Credit Agreement ) or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "**Fixtures**");

(c) all right, title and interest of Debtor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Debtor and now or hereafter affixed to,

placed upon, used in connection with, arising from or otherwise related to the Premises (the "**Personalty**");

(d) all reserves, escrows or impounds required under the Credit Agreement and all deposit accounts maintained by Debtor with respect to the Mortgaged Property (the "**Deposit Accounts**");

(e) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (other than Debtor) a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits subject to depositors rights and requirements of law (the "**Leases**");

(f) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits subject to depositors rights and requirements of law, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the "**Rents**");

(g) to the extent mortgageable or assignable all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the "**Property Agreements**");

(h) to the extent mortgageable or assignable all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing; all property tax refunds payable to Debtor (the "**Tax Refunds**");

(i) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "**Proceeds**");

(j) all insurance policies, unearned premiums therefor and proceeds from such policies covering the Premises, the Fixtures and the Personalty now or hereafter acquired by Debtor (the "**Insurance**"); and

(k) all of Debtor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty (the "**Condemnation Awards**").

Capitalized terms used herein and not defined shall have the following meanings:

**"Administrative Agent"** means The Bank of Nova Scotia (Scotiabank).

**"Affiliates"** as applied to any Person, means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or by contract or otherwise.

**"Agent"** means, individually, each of Syndication Agent and Administrative Agent; and **"Agents"** means, collectively, Syndication Agent and Administrative Agent.

**"Borrower"** means Prime Succession, Inc., a Delaware corporation, f/k/a Prime Succession Acquisition Corp.

**"Cash Management Indemnity Agreement"** means the certain schedule dated August 24, 1998 to the Global Banking Alliance Agreement referenced therein addressed to The First National Bank of Chicago (now doing business as Bank One, N.A.) and executed by Scotiabank, as amended, relating to an indemnity for cash management services provided by Scotiabank in the maximum amount of \$2,000,000.

**"Cash Management Indemnity Reimbursement"** Agreement means that certain letter agreement between Scotiabank and Borrower, delivered pursuant to subsection 4.1A(v), in substantially the form of Exhibit XXI attached hereto, relating to Borrower's agreement to indemnify Scotiabank for amounts paid by Scotiabank under the Cash Management Indemnity Agreement, as such Cash Management Indemnity Reimbursement Agreement may thereafter be amended, supplemented or otherwise modified from time to time.

**"Closing Date"** means the date on which the initial Loans are made; provided, however, that in no event shall such date be earlier than the date of the effectiveness of the Reorganization Plan of Borrower that is disclosed and described in the Disclosure Statement, or later than December 15, 2000.

**"Collateral"** means, collectively, all of the real and personal property (including capital stock) in which Liens are purported to be granted pursuant to the Collateral Documents as security for the Obligations.

**"Collateral Account Agreement"** means the Collateral Account Agreement executed and delivered by Borrower and Administrative Agent on the Closing Date, substantially in the form of Exhibit XIII annexed hereto, as such Collateral Account Agreement may hereafter be amended, supplemented or otherwise modified from time to time.

**"Collateral Documents"** means the Pledge Agreement, the Intercreditor Agreement, the Security Agreement, the Collateral Account Agreement, and all other guarantees, mortgages,

deeds of trust and other instruments or documents delivered by any Loan Party pursuant to this Agreement or any of the other Loan Documents in order to grant to Administrative Agent, on behalf of Lenders, a Lien on any real and personal property of that Loan Party as security for, or guarantee of, the Obligations.

**"Commercial Letters of Credit"** means any letter of credit or similar instrument issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by Borrower or any of its Subsidiaries consistent with past practice.

**"Company"** means Prime Succession, Inc.

**"Credit Agreement"** shall mean that certain Credit and Guaranty Agreement, dated as of December 14, 2000 (as it may be amended, supplemented or otherwise modified, the **"Credit Agreement"**), among Prime Succession, Inc., as the borrower (the **"Company"**), Prime Succession Holdings, Inc. and the Subsidiary Guarantors, as guarantors, Goldman Sachs Credit Partners L.P., as syndication agent, the financial institutions from time to time parties thereto (**"Lenders"**) and Secured Party, as administrative agent.

**"Currency Agreement"** means any foreign exchange contract, currency swap agreement, futures contract, option contract, synthetic cap or other similar agreement or arrangement to which Holdings or any of its Subsidiaries is a party.

**"Disclosure Statement"** means the Disclosure Statement Accompanying the Joint Plan of Reorganization of the Debtors filed with the Bankruptcy Court on July 14, 2000.

**"Environmental Claim"** means any investigation, written notice, written notice of violation, claim, action, suit, proceeding, written demand, written abatement order or other written order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (i) pursuant to or in connection with any actual or alleged violation of any Environmental Law, (ii) in connection with any Hazardous Materials or any actual or alleged Hazardous Materials Activity, or (iii) in connection with any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

**"Environmental Laws"** means any and all applicable Governmental Rules, Governmental Authorizations, or any other binding requirements of Governmental Authorities relating to (i) environmental matters, including those relating to any Hazardous Materials Activity, (ii) the generation, use, storage, transportation or disposal of Hazardous Materials, or (iii) occupational safety and health, industrial hygiene, land use or the protection of human, plant or animal health or welfare as relating to the environment, in any manner applicable to Holdings or any of its Subsidiaries or any Facility, including the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the

Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.) and the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), each as amended or supplemented, any analogous state or local statutes or laws, and any regulations promulgated pursuant to any of the foregoing.

**"GAAP"** means, subject to the limitations on the application thereof set forth in subsection 1.2 of the Credit Agreement, generally accepted accounting principles set forth in opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession, in each case as the same are applicable to the circumstances as of the date of determination.

**"Governmental Authority"** means the government of the United States of America, any nation or political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

**"Hazardous Materials"** means (i) any chemical, material or substance at any time defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "radioactive waste", "biohazardous waste", "pollutant", "toxic pollutant", "contaminant", "restricted hazardous waste", "infectious waste", "toxic substances", or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP toxicity" or "EP toxicity" or words of similar import under any applicable Environmental Laws); (ii) any oil, petroleum, petroleum fraction or petroleum derived substance; (iii) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; (iv) any explosives; (v) any radioactive materials; (vi) any asbestos-containing materials; (vii) urea formaldehyde foam insulation; (viii) electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls; (ix) pesticides; and (x) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority or which may or could pose a hazard to the health and safety of the owners, occupants or any Persons in the vicinity of any facility or to the indoor or outdoor environment.

**"Hazardous Materials Activity"** means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Materials, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement,

removal, remediation, disposal, disposition or handling of any Hazardous Materials, and any corrective action or response action with respect to any of the foregoing.

**"Hedge Agreement"** means an Interest Rate Agreement or a Currency Agreement designed to hedge against fluctuations in interest rates or currency values, respectively.

**"Holdings"** means Prime Succession Holdings, Inc.

**"Indebtedness"** means (i) with respect to the Company, all obligations and liabilities of every nature of the Company now or hereafter existing under or arising out of or in connection with the Credit Agreement and the other Loan Documents; and (ii) with respect to any mortgagor other than Debtor under any other mortgage or deed of trust granted in connection with the Credit Agreement, all obligations and liabilities of every nature of such mortgagor now or hereafter existing under or arising out of or in connection with the guaranty obligations set forth in the Credit Agreement or any obligation in any other Loan Document, in each case together with all extensions or renewals thereof, whether for principal, interest (including interest that, but for the filing of a petition in bankruptcy with respect to the Company, would accrue on such obligations, whether or not a claim is allowed against the Company for such interest in the related bankruptcy proceeding), reimbursement of amounts drawn under Letters of Credit, payments for early termination of Hedge Agreements, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Secured Party, any Lender as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Debtor now or hereafter existing under this Mortgage. The Credit Agreement contains a revolving credit facility which permits the Company to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously paid to the Secured Party or Lenders, all upon satisfaction of certain conditions stated in the Credit Agreement. This Mortgage secures all advances and re-advances under the revolving credit feature of the Credit Agreement.

**"Intercreditor Agreement"** means the Intercreditor Agreement executed and delivered by the Lenders on the Closing Date, substantially in the form of Exhibit XVII to the Credit Agreement, as such Intercreditor Agreement may thereafter be amended, supplemented or otherwise modified from time to time.

**"Interest Rate Agreement"** means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or other similar agreement or arrangement to which Borrower or any of its Subsidiaries is a party.

**"Issuing Lender"** means Scotiabank, or any Person serving as successor Administrative Agent hereunder, in its capacity as Issuing Lender.

**"Joint Venture"** means a joint venture, partnership or other similar arrangement, whether in corporate, partnership or other legal form; provided that in no event shall any corporate Subsidiary of any Person be considered to be a Joint Venture to which such Person is a party.

**"Letters of Credit" or "Letter of Credit"** means Commercial Letters of Credit and Standby Letters of Credit issued or to be issued by Issuing Lender for the account of Borrower pursuant to subsection 3.1 of the Credit Agreement.

**"Lien"** means any lien, mortgage, pledge, collateral assignment, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any option or trust having the practical effect of any of the foregoing.

**"Loan Documents"** means Credit Agreement, the Notes, any applications for, or reimbursement agreements or other documents or certificates executed by Borrower in favor of Issuing Lender relating to, the Letters of Credit, the Cash Management Indemnity Reimbursement Agreement, the Collateral Documents, any Hedge Agreements entered into with Lenders or their Affiliates and any fee agreements entered into from time to time by any Loan Party for the benefit of any Agent or Lender.

**"Loan Party"** means each of Holdings, Borrower and any of Holdings' Subsidiaries from time to time executing a Loan Document, and "Loan Parties" means all such Persons, collectively.

**"Mortgage"** means (i) the Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement executed and delivered by Borrower, Holdings, Subsidiary Guarantors and Administrative Agent on the Closing Date substantially in the form of Exhibit XVI attached to the Credit Agreement, as such Mortgage may thereafter be amended, supplemented or otherwise modified from time to time and (ii) any other mortgages, deeds of trust or similar agreements delivered by a Subsidiary of a Loan Party pursuant to subsection 6.8 of the Credit Agreement.

**"Notes"** means one or more of the Term Loan Notes, Revolving Notes or Swing Line Note or any combination thereof.

**"Obligations"** means all of the agreements, covenants, conditions, warranties, representations and other obligations of Debtor (including, without limitation, the obligation to repay the Indebtedness) under the Credit Agreement or any other Loan Documents.

**"Permitted Encumbrances"** means the following types of Liens (excluding any such Lien imposed pursuant to Section 401(a)(29) or 412(n) of the Internal Revenue Code or by ERISA, any such Lien relating to or imposed in connection with any Environmental Claim, and any such Lien expressly prohibited by any applicable terms of any of the Collateral Documents):

(i) Liens for taxes, assessments or governmental charges or claims the payment of which is not, at the time, required by subsection 6.3;

(ii) statutory Liens of landlords, statutory Liens of banks and rights of set-off, statutory Liens of carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law, in each case incurred in the ordinary course of business (a) for amounts not yet overdue or (b) for amounts that are overdue and that are being contested in good faith by appropriate proceedings, so long as (1) such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts, and (2) in the case of a Lien with respect to any material portion of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral on account of such Lien;

(iii) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money), so long as no foreclosure, sale or similar proceedings have been commenced with respect to any material portion of the Collateral on account thereof;

(iv) any attachment or judgment Lien not constituting an Event of Default under subsection 8.8;

(v) leases or subleases granted to third parties in accordance with any applicable terms of the Collateral Documents and not interfering in any material respect with the ordinary conduct of the business of Borrower or any of its Subsidiaries or resulting in a material diminution in the value of any Collateral as security for the Obligations;

(vi) easements, rights-of-way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not and will not interfere in any material respect with the ordinary conduct of the business of Borrower or any of its Subsidiaries or result in a material diminution in the value of any Collateral as security for the Obligations;

(vii) any (a) interest or title of a lessor or sublessor under any lease, (b) restriction or encumbrance that the interest or title of such lessor or sublessor may be subject to, or (c) subordination of the interest of the lessee or sublessee under such lease to any restriction or encumbrance referred to in the preceding clause (b), so long as the holder of such restriction or encumbrance agrees to recognize the rights of such lessee or sublessee under such lease;

(viii) Liens arising from filing UCC financing statements relating solely to leases permitted by this Agreement;

(ix) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(x) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property; and

(xi) Liens securing obligations (other than obligations representing Indebtedness for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of Borrower and its Subsidiaries.

**"Person"** means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, Joint Ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and governments (whether federal, state or local, domestic or foreign, and including political subdivisions thereof) and agencies or other administrative or regulatory bodies thereof.

**"Pledge Agreement"** means (i) the Pledge Agreement executed and delivered by Borrower, Holdings, Subsidiary Guarantors and Administrative Agent on the Closing Date substantially in the form of Exhibit XIV attached to the Credit Agreement, as such Pledge Agreement may thereafter be amended, supplemented or otherwise modified from time to time and (ii) any other pledge agreements delivered by a Subsidiary of a Loan Party pursuant to subsection 6.8. of the Credit Agreement.

**"Reorganization Plan"** means that Amended Joint Plan of Reorganization of Borrower, dated as of August 21, 2000, and filed with the Bankruptcy Court on August 22, 2000.

**"Revolving Loan Commitments"** means the commitment of a Lender to make Revolving Loans to Borrower pursuant to subsection 2.1A(ii), and **"Revolving Loan Commitments"** means such commitments of all Lenders in the aggregate.

**"Revolving Loans"** means the Loans made by Lenders to Borrower pursuant to subsection 2.1A(ii) of the Credit Agreement.

**"Revolving Notes"** means (i) the promissory notes of Borrower issued pursuant to subsection 2.1E(i)(b) of the Credit Agreement on the Closing Date and (ii) any promissory notes issued by Borrower pursuant to the last sentence of subsection 10.1B(i) of the Credit Agreement in connection with assignments of the Revolving Loan Commitments and Revolving Loans of

any Lenders, in each case substantially in the form of Exhibit V annexed to the Credit Agreement, as they may be amended, supplemented or otherwise modified from time to time.

**"Secured Party"** means the Massachusetts Mutual Life Insurance Company.

**"Security Agreement"** means (i) the Security Agreement executed and delivered by Borrower, Holdings, Subsidiary Guarantors and Administrative Agent on the Closing Date, substantially in the form of Exhibit XV attached to the Credit Agreement, as such Security Agreement may thereafter be amended, supplemented or otherwise modified from time to time and (ii) any other security agreements delivered by a Subsidiary of a Loan Party pursuant to subsection 6.8. of the Credit Agreement.

**"Standby Letters of Credit"** means any standby letter of credit or similar instrument issued for the purpose of supporting (i) workers' compensation liabilities of Borrower or any of its Subsidiaries, (ii) surety obligations of Borrower or any of its Subsidiaries, in any case if required by Governmental Rule or in accordance with custom and practice in the industry, and (iii) other obligations of Borrower and its Subsidiaries permitted hereunder consistent with prior practices and other obligations of Borrower and its Subsidiaries as are acceptable to Administrative Agent in its reasonable discretion; provided that Standby Letters of Credit (a) shall be limited to an aggregate of \$500,000 for the purpose of supporting trade payables (for avoidance of doubt, letters of credit issued to or on account of insurance premiums shall not be included in this \$500,000 sublimit), and (b) may not be issued without the consent of Issuing Lender (which consent may be withheld in the sole discretion of Issuing Lender) for the purpose of supporting any Indebtedness constituting "antecedent debt" (as that term is used in Section 547 of the Bankruptcy Code).

**"Subsidiary"** means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

**"Subsidiary Guarantors"** means the Subsidiaries of the Borrower named in the Credit Agreement.

**"Swing Line Lender"** means Scotiabank, or any Person serving as a successor Administrative Agent hereunder, in its capacity as Swing Line Lender hereunder.

**"Swing Line Notes"** means (i) the promissory note of Borrower issued pursuant to subsection 2.1E(ii) of the Credit Agreement on the Closing Date and (ii) any promissory note issued by Borrower to any successor Administrative Agent and Swing Line Lender pursuant to

the last sentence of subsection 9.5B of the Credit Agreement, in each case substantially in the form of Exhibit VI annexed to the Credit Agreement, as it may be amended, supplemented or otherwise modified from time to time.

**"Syndication Agent"** means Goldman Sachs Credit Partners L.P.

**"Term Loan Notes"** means (i) the promissory notes of Borrower issued pursuant to subsection 2.1E(i)(a) of the Credit Agreement or the Closing Date and (ii) any Promissory notes issued by Borrower pursuant to the last sentence of subsection 10.1B(i) of the Credit Agreement in connection with assignments of the Term Loan Commitments or Term Loans of any Lenders, in each case substantially in the form of Exhibit IV attached to the Credit Agreement, as they may be amended, supplemented or otherwise modified from time to time.

**"UCC"** means the Uniform Commercial Code enacted in the state where the Mortgaged Property is located.

Exhibit A

**Property Address: Highway 25, Calera, Alabama 35040**

A parcel of land situated in the SW Quarter of the NW Quarter and the NW Quarter of the SW Quarter of Section 4, Township 24 North, Range 13 East, Shelby County, Alabama, previously described in Book 204, Page 519, of the Office of the Judge of Probate of Shelby County, Alabama, more particularly described as follows:

Commence at the intersection of the South right of way line of Calera-Montevallo Highway, also being Alabama Highway No. 25, with the East line of the SW Quarter of the NW Quarter of Section 4, also being the point of beginning; thence run South 89 degrees 58 minutes 08 seconds West, 572.43 feet (550.00 deed) along said South right of way to the East line of property owned by Nash and Gwendolyn David (formerly Orval and Vera Jones); thence South 0 degrees 15 minutes 45 seconds East 1601.51 feet (1600.00 deed) along said East property line and parallel to the East line of the SW Quarter of the NW Quarter; thence North 89 degrees 58 minutes 08 seconds East, 572.43 feet (550.00 deed) to the East line of the NW Quarter of the SW Quarter of Section 4; thence North 0 degrees 15 minutes 45 seconds West along said Quarter line, 1601.51 feet (1600.00 deed) to the point of beginning. Situated in Shelby County, Alabama.

Less and except any part of the foregoing property sold to the State of Alabama for highway purposes as recorded in Deed Book 146, Page 359, and Instrument No. 1992-24263 in the Probate Office of Shelby County, Alabama.

Inst # 2001-00382

01/04/2001-00382  
12:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
013 KMB 27.00