

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

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)	No. of Additional Sheets Presented: 1	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original to: After Filing Return To: CT CORPORATION 17 South High Street Columbus, OH 43215		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office Inst # 2001-11957 04/02/2001-11957 10:35 AM. CERTIFIED SHELBY COUNTY JUDGE OF PROBATE BOOK 031 78.00	
2. Name and Address of Debtor (Last Name First if a Person) Sherman, Terry A 805 Forest Hill Court Alabaster, AL 35007 Social Security/Tax ID # [REDACTED]		FILED WITH: Shelby	
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # [REDACTED]			
<input type="checkbox"/> Additional debtors on attached XXXX			
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Mac Tools, Division of the Stanley Works 4635 Hilton Corp Dr. Columbus, OH 43232 Social Security/Tax ID # [REDACTED]		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) <input type="checkbox"/> Additional secured parties on attached XXXX	
5. The Financing Statement Covers the Following Types (or items) of Property: All of the Collateral as defined and listed on Schedule A to UCC-1 Financing Statement which is attached hereto and incorporated herein by reference for all purposes. Proceeds of the Collateral are also covered.			
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____			
Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered. H - 3951773-02 3/29			
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.		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$40,000.00 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$0.00 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)	
Signature(s) of Debtor(s) Terry A Sherman		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature -- see Box 6) Mac Tools, Division of the Stanley Works Signature(s) of Secured Party(ies) or Assignee John B. Aden, President, Mac Tools	



SCHEDULE A TO UCC-1 FINANCING STATEMENT

This Financing Statement covers all of the Debtor's right, title and interest in and to the following types or items of property wherever located and whether now owned or existing or hereafter acquired or arising (the "Collateral");

(a) All "Accounts", as such term is defined in the Uniform Commercial Code in effect on the date of the Agreement, excluding, however, Accounts that are assigned, sold or otherwise transferred by the Debtor to the Secured Party pursuant to the Mac Advantage Program;

(b) All "Chattel Paper", as such term is defined in the Uniform Commercial Code in effect on the date of the Agreement, excluding, however, Chattel Paper and rights arising thereunder that are assigned, sold or otherwise transferred by the Debtor to the Secured Party pursuant to the Mac Advantage Program;

(c) All "Documents", as such term is defined in the Uniform Commercial Code in effect on the date of the Agreement, together with all documentation or books and records, written or computerized, relating to the Debtor's business as a distributor of Mac Tools products;

(d) All credit balances and reserves of whatever type or description created or established by the Secured Party or its designee, in favor of or with respect to the Debtor;

(e) All "Equipment", as such term is defined in the Uniform Commercial Code in effect on the date of the Agreement, other than motor vehicles, including but not limited to, machinery, data processing equipment, computers, office equipment, furniture, appliances, and tools;

(f) All "General Intangibles", as such term is defined in the Uniform Commercial Code in effect on the date of the Agreement;

(g) All "Inventory", as such term is defined in the Uniform Commercial Code in effect on the date of the Agreement, including, but not limited to, the Debtor's inventory of Mac Tools products and any other inventory acquired by the Debtor from any source, and all merchandise sold by the Debtor and subsequently returned to the Debtor for any reason whatsoever;

(h) All "Instruments", as such term is defined in the Uniform Commercial Code in effect on the date of the Agreement;

(i) All of the Debtor's right, title and interest (whether now existing or hereafter acquired) in and to any rights to payment with respect to interest bearing receivables arising out of the sale of Mac Tools® branded products (whether such rights to payment constitute accounts, chattel paper or general intangibles);

(j) All insurance policies relating to the Inventory or the Equipment;

(k) All "Security Interests", as such term is defined in the Uniform Commercial Code in effect on the date of the Agreement, on merchandise purchased by the Debtor's customers and with respect to which the Debtor has an Account, excluding, however, Security Interests that are assigned, sold or otherwise transferred by the Debtor to the Secured Party pursuant to the Mac Advantage Program;

(l) All "Proceeds", as such term is defined in the Uniform Commercial Code in effect on the date of the Agreement, of any of the foregoing;

As used herein the following terms shall have the meaning set forth below:

"Agreement" shall mean the Distributor Security Agreement between the Debtor and the Secured Party as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Mac Advantage Program" shall mean the financing program by which the Debtor can assign accounts receivable to the Secured Party or its affiliates.

"Mac Inventory" shall mean all products purchased by the Debtor from the Secured Party, whether or not manufactured by the Secured Party or its affiliates.

DEBTOR:

Terry A. Sherman
805 Forest Hills Court
Alabaster, AL 35007

Revised 05/00

SECURED PARTY:

Mac Tools Division of The Stanley Works
4635 Hilton Corporate Drive
Inst # 2801-11957
Columbus, Ohio 43232

04/02/2001-11957
10:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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