

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

Important: Read Instructions on Back Before Filling out Form.

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

59622

☐ 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 acknowledgement to:

Timothy D. Davis, Esq.
Gordon, Silberman, Wiggins & Childs, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

Clark Substations, LLC
No. 2 Office Park Circle
Suite One
Birmingham, Alabama 35223

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 UCC-E

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

SouthTrust Bank
P. O. Box 2554
Birmingham, Alabama 35290
ATTN: Middle Market Banking

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

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

Inst # 2001-14107

04/13/2001-14107
08:21 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
18.00
004 MEL

FILED WITH:

Shelby County Judge of Probate

4. NAME AND ADDRESS OF
ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

See attached Schedule I for description of collateral.

This UCC-1 is to be cross-referenced in real estate records. Debtor is
the record owner of the real estate described on the attached Exhibit A.

This UCC-1 is filed as additional security for an indebtedness secured
by a Mortgage and Security Agreement recorded simultaneously herewith.

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

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 \$ 2,000,000.00

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)

By:

Signature(s) of Debtor(s)

Its: Manager

Signature(s) of Debtor(s)

Clark Substations, LLC

Type Name of Individual or Business

By:

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

Its: Group Vice President

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

SouthTrust Bank

Type Name of Individual or Business

Schedule I

(1) All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Property as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by that certain Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, the "Mortgage");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(d) All rents, issues, profits, revenues and proceeds of and from the Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Property, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage.

(2) All of Debtor's right, title and interest in, to and under:

(a) Any and all plans, specifications and drawings relating to the Property and/or Improvements, and any and all modifications thereof and changes thereto; and

(b) All contracts or other agreements to which Debtor now or hereafter is a party relating to the construction, repairing, use, occupancy, and/or equipping of all or any part of the Improvements and/or the Property, and any and all renewals, extensions and modifications of any thereof, and all bonds and other guaranties of payment or performance in favor of Debtor under or with respect to any thereof.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.

K:\CORP\SOUTHTRU\FORMS\UCC-EXH.AL2

Exhibit A

Description of Land

Commence at the SW corner of the SW 1/4 of the SW 1/4 of Section 28, Township 21 South, Range 2 West; thence run South 79°27'28" East along the South line thereof for a distance of 1341.69 feet to the Easterly right of way of U.S. #31; thence run North 10°52'28" West along said right of way for a distance of 374.52 feet to the point of beginning of a curve to the right having a central angle of 07°17'16" and a radius of 2730.14 feet and a chord bearing of North 07°13'50" West; thence run along the arc of said curve for a distance of 347.26 feet to the point of beginning; thence continue along the arc of said curve for a distance of 259.08 feet; thence run North 01°51'02" East for a distance of 274.22 feet; thence leaving said right of way run North 89°59'32" East for a distance of 864.05 feet to the centerline of Camp Branch; thence run the following calls along said centerline South 09°09'15" East for a distance of 157.53 feet; thence run South 19°46'52" West for a distance of 211.85 feet; thence run South 70°25'22" West for a distance of 158.10 feet; thence run South 62°51'22" West for a distance of 165.81 feet; thence run South 56°09'22" West for a distance of 89.18 feet; thence leaving said centerline run North 89°59'52" West for a distance of 451.76 feet to the point of beginning.

Situated in Shelby County, Alabama.

Inst # 2001-14107

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