

☐ 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 to:

Randolph Lanier, Esq.  
Balch & Bingham LLP  
1901 6th Avenue North  
Suite 2600  
Birmingham, AL 35203

Pre-paid Acct # \_\_\_\_\_

2. Name and Address of Debtor

(Last Name First if a Person)

The Industrial Development Board of the Town of Vincent  
106 South Main Street  
Columbiana, Alabama 35051  
Attn: Hewitt L. Conwill

Social Security/Tax ID # \_\_\_\_\_

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Blazer Fabricating, L.L.C.  
2000-B SouthBridge Parkway, Suite 200  
Birmingham, AL 35209

Social Security/Tax ID # \_\_\_\_\_

☐ Additional debtors on attached UCC-E

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

Compass Bank  
15 South 20th Street, Suite 201  
Birmingham, Alabama 35233

Social Security/Tax ID # \_\_\_\_\_

☐ Additional secured parties on attached UCC-E

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

See attached Exhibit "A" which is situated on the property described on Exhibit "B"

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

# 2001-45429  
10/19/2001-45429  
04:13 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MEL 18.00

FILED WITH:

Judge of Probate of Shelby County

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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 \$ \_\_\_\_\_

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ \_\_\_\_\_

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

Type Name of Individual or Business

Industrial Development Board of Town of Vincent

By: [Signature], Chairman

Blazer Fabricating, L.L.C.

By: [Signature], Manager

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)

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

## EXHIBIT A

- (a) all right, title and interest of the Debtor in all those certain tracts, pieces or parcels of land located in the County of Shelby, State of Alabama (and any easements or other rights or interests in land) more particularly described in *Exhibit B*, attached hereto and incorporated herein by this reference (the "**LAND**");
- (b) all right, title and interest of the Debtor in all buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land (the "**IMPROVEMENTS**"; together with the Land collectively, the "**PREMISES**");
- (c) the leasehold estate of Blazer Fabricating, L.L.C. and all right, title, interest, purchase options, privileges created in and by virtue of that certain Lease Agreement dated September 1, 1989, by and between the Vincent IDB and Shelby Steel Fabricators, Inc., as assigned to Blazer Fabricating, L.L.C. (the "**LEASE AGREEMENT**") covering the Premises;
- (d) all right, title and interest of Debtor in all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, 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 estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by either Debtor;
- (e) all right, title and interest of Debtor in the following items to the extent such items arise out of the use of or are related to, or used or intended to be used in connection with the construction, use or operation of the Premises: all furnishings, furniture, fixtures, machinery, apparatus, equipment, fittings, appliances, building supplies and materials, vehicles, chattels, consumer goods, farm products, warranties, general intangibles, trade names, trademarks, service marks, logos (including any names or symbols by which the Premises is known) and goodwill related thereto (said real and personal property referred to in *Paragraphs (d) and (e)*, together with the Premises, being hereinafter referred to as the "**PROJECT**"); it being mutually agreed that all of the aforesaid property owned by Debtor and placed on the Premises shall, so far as permitted by law, be deemed to be fixtures; a part of the realty;
- (f) all right, title and interest of Debtor in any and all leases, rental agreements and arrangements of any sort now or hereafter affecting the Project or any portion thereof and providing for or resulting in the payment of money to either Debtor for the use of the Project or any portion thereof, whether the user enjoys the Project or any portion thereof as tenant for years, invitee, licensee, tenant at sufferance or otherwise, and irrespective of whether such leases, rental agreements and arrangements be oral or written, including any and all extensions, renewals and modifications thereof (the "**LEASES**") and guaranties of the performance or obligations of any tenants or lessees thereunder (the "**TENANTS**"), together with all income, rents, issues, profits and revenues from the Leases (including all tenant security deposits and all other tenant deposits, whether held by Debtor or in a trust account, and all other deposits and escrow funds relating to any Leases) (the "**RENTS**"), and all 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;
- (g) all right, title and interest of Debtor in, to and under all franchise agreements, management contracts, service contracts, utility contracts, leases of equipment, documents and agreements relating to the construction of any Improvements (including any and all construction contracts, architectural contracts, engineering contracts, designs, plans, specifications, drawings, surveys, tests, reports, bonds and governmental approvals) and all other contracts, licenses and permits now or hereafter relating to the construction, use or operation of]



the Project or any part thereof and all guaranties and warranties with respect to any of the foregoing (the “**CONTRACTS**”);

(h) all right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Project and not relating to the loss of or damage to inventory, including any unearned premiums thereon;

(i) all right, title and interest of Debtor in any and all awards, payments, proceeds and the right to receive the same, either before or after any foreclosure hereunder, as a result of any temporary or permanent injury or damage to, taking of or decrease in the value of the Project by reason of casualty, condemnation or otherwise other than such items relating to taking, injury, damage or other matters with respect to inventory;

(j) all right, title and interest of Debtor in all utility, escrow and all other deposits (and all letters of credit, certificates of deposit, negotiable instruments and other rights and evidence of rights to cash) now or hereafter relating to purchase, construction or operation of the Project and not related to inventory or the right to receive payment for inventory or services rendered;

(k) all right, title and interest of Debtor in all cash funds, deposit accounts, certificates of deposit, negotiable instruments and other rights and evidence of rights to cash, arising out of the construction, use or operation of the Project; provided that such claims are not related to inventory or to the right to receive payment for inventory or for services rendered;

(l) all right, title and interest of Debtor in all claims and causes of action arising from or otherwise related to any of the foregoing, and all rights and judgments related to any legal actions in connection with such claims or causes of action, and all cash (or evidences of cash or of rights to cash) or other property or rights thereto relating to such claims or causes of action; provided that such claims are not related to inventory or to the right to receive payment for inventory or for services rendered; and

(m) all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of any of the foregoing; and all equipment, fixtures, farm products, consumer goods, and other property of any nature to the extent such property constituting proceeds acquired with proceeds of any of the foregoing.

Notwithstanding the foregoing, foregoing Collateral does not include in any inventory or investment property, or any accounts, deposit accounts, documents, letter of credit rights, instruments, chattel paper, commercial tort claims, supporting obligations, general intangibles or contract rights arising out of the sale or lease of inventory to or providing services for customers and the proceeds therefrom.

As referred to herein, the term “Debtor” shall include (i) Blazer Fabricating, L.L.C., an Alabama limited liability company, (ii) The Industrial Development Board of the Town of Vincent, a public corporation, and (iii) either of them.

Limited Liability of The Industrial Development Board of the Town of Vincent (“Vincent IDB”). No provision hereof shall be construed to impose a charge against the general credit of the Vincent IDB or any personal or pecuniary liability upon the Vincent IDB. Further, no officials or employees of the Vincent IDB shall have any personal or pecuniary liability whatsoever hereunder or any liability for the breach by the Vincent IDB of any of the agreements on its part herein contained.

**EXHIBIT B**

Begin at the Southeast corner of the Southwest 1/4 of the Northeast 1/4, Section 23, Township 19 South, Range 2 East, thence run West along the South line of said quarter-quarter section a distance of 356.27 feet; thence turn an angle of 68 degrees, 39 minutes 10 seconds to the right and run a distance of 713.02 feet to the north line of the South 1/2 of the South 1/2 of said Northeast 1/4; thence turn an angle of 111 degrees 20 minutes 20 seconds to the right and run along the north line of said South 1/2, South 1/2, Northeast 1/4, a distance of 655.94 feet to the west right of way of the Central of Georgia Railroad; thence turn an angle of 68 degrees 40 minutes 30 seconds to the right and run along said right of way a distance of 712.94 feet to the South line of the Southeast 1/4 of the Northeast 1/4 of said section; thence turn an angle of 111 degrees 20 minutes to the right and run a distance of 299.67 feet to the point of beginning. All of said property being situated in the South 1/2 of the Southwest 1/4 of the Northeast 1/4 and the South 1/2 of the Southeast 1/4 of the Northeast 1/4 in Section 23, Township 19 South, Range 2 East Huntsville Meridian, in Shelby County, Alabama.

**Inst # 2001-45429**

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