[redacted]

20020723000343110 Pg 1/5 34.00
Shelby Cnty Judge of Probate,AL
07/23/2002 13:18:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

William C. Byrd, II, Esq.
Burr & Forman LLP
420 North 20th Street
Suite 3100
Birmingham, AL 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: JHK Systems, Inc.				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS: 100 West Tenth Street	CITY: Wilmington	STATE: DE	POSTAL CODE: 19801	COUNTRY: USA
1d. TAX ID #: SSN OR EIN / ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: Corporation	1f. JURISDICTION OF ORGANIZATION: Delaware	1g. ORGANIZATIONAL ID #, if any	☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN / ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Southeastern Commercial Finance, L.L.C.				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: 110 12th Street North; Attn: Patrick Trammell	CITY: Birmingham	STATE: AL	POSTAL CODE: 35203	COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

The collateral is more particularly described in Exhibit B attached hereto and made a part hereof. The "Land" referred to in Exhibit B is more particularly described in Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Shelby County, Alabama

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

	9a. ORGANIZATION'S NAME JHK Systems, Inc.		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

	11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME		SUFFIX
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

	12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibit A and Exhibit B attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A
LEGAL DESCRIPTION

Lot 118 according to the Survey of Greystone, 1st Sector, Phase 1, as recorded in Map Book 14, Page 91 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to that certain First Mortgage in favor of First Federal Savings Bank recorded at Instrument No. 1999-05560.

<u>EXHIBIT "A" TO UCC-1 FINANCING STATEMENT</u>

All of the following described property of Debtor:

All of the assets of Debtor of every kind, nature and description, wherever located, whether now owned or hereafter acquired, including all of Debtor's assets which are or may be subject to Article 9 of the Uniform Commercial Code of any one or more of the States of the United States of America or any other jurisdiction where any of the foregoing may now or hereafter be located, together with all replacements therefor, additions and accessions thereto, and proceeds (including, but without limitation, insurance proceeds) and products thereof, including, without limitation, the following:

1. Accounts (including, without limitation, notes, drafts, acceptances, letters of credit, and other rights to payment);

2. Chattel Paper;

3. Contract Rights;

4. Deposit Accounts;

5. Documents;

6. Equipment (including, without limitation, all motor vehicles, trucks, trailers, rolling stock and mobile goods);

7. General Intangibles (including, without limitation, all trade names, trademarks, patents, goodwill, and other intangible assets);

8. Instruments;

11. Inventory;

12. Rights as seller of Goods and rights to returned or repossessed Goods;

13. All existing and future leases and use agreements of personal property entered into by Debtor as lessor with other Persons as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements;

14. Any existing and future leases and use agreements of personal property entered into by Debtor as lessee with other Persons as lessors (to the extent the security interest herein does not constitute a default thereunder), including without limitation the leasehold interest of Debtor in such property, and all options to purchase such property or to extend any such lease or agreement;

15. To the extent not described above, all fixtures of Debtor (including but not limited to all fixtures now or hereafter located on Debtor's Property);

16. All moneys of Debtor and all Secured Party accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same;

17. All interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in Paragraphs (1) through (14) above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Secured Party for or on behalf of Debtor in substitution for or in addition to any of said property; and

18. All Records pertaining to any of the Collateral.

19. All other property, both real and personal not note above.

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 that certain Loan and Security Agreement between the Debtor and the Secured Party of even date herewith, the terms and conditions of which are hereby incorporated herein by this reference.