



20050407000162520 1/4 \$707.00
Shelby Cnty Judge of Probate, AL
04/07/2005 10:36:58AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] James E. Vann (205) 930-5484
B. SEND ACKNOWLEDGMENT TO: (Name and Address) James E. Vann, Esq. Sirote & Permutt, P.C. 2311 Highland Avenue South Birmingham, Alabama 35205

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Spectrum Environmental Services, Inc.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 700 Southgate Drive, Suite A		CITY Pelham	STATE AL	POSTAL CODE 35124 COUNTRY USA
1d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -insert only <u>one</u> 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 <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Red Mountain Bank, N.A.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 10 Inverness Parkway, Suite 120		CITY Birmingham	STATE AL	POSTAL CODE 35242 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I attached hereto and incorporated herein by reference.

The maximum indebtedness secured by this financing statement is \$450,000.00.

5. ALTERNATIVE DESIGNATION [if applicable]		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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) [optional]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA		48092-13					



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UCC FINANCING STATEMENT ADDENDUM

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

9a. ORGANIZATION'S NAME

Spectrum Environmental Services, 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 debtor 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. TAXID#: 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 debtor 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 filling.

14. Description of real estate.

See Exhibit A attached hereto and incorporated herein

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

Win Investments, LLC

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

SCHEDULE I

All of the Debtor's right, title, and interest of every kind or nature, without limitation, in, to and under all of the following items and types of property, whether now owned or hereafter created or acquired and wherever located (collectively referred to for convenience as the "Collateral"):

A. Any and all of Debtor's accounts, accounts receivable, chattel paper, contract rights, instruments, promissory notes, payment intangibles and any and all other rights to the payment of monies, now existing or hereafter arising or acquired (hereinafter referred to for convenience as the "Accounts"), and all proceeds of the Accounts, including, without limitation, all repossessions and returns;

B. Any and all of Debtor's inventory in all of its forms, now or hereafter existing, including, without limitation, all goods purchased or held for resale, finished goods, work in process and raw materials, and goods which are returned to or repossessed by Debtor (hereinafter referred to for convenience as the "Inventory"), and all proceeds of the Inventory;

C. Any and all of Debtor's furniture, fixtures, equipment, machinery, leasehold improvements, and all other tangible personal property of any nature whatsoever, now or hereafter existing, used in manufacture or otherwise used in the conduct of Debtor's business, including, without limitation, office equipment, shop equipment, vehicles, aircraft, furniture and fixtures and leasehold improvements to the full extent of Debtor's interest in all of the above (hereinafter referred to for convenience as the "Equipment"), and all proceeds of the Equipment;

D. All presently existing and hereafter arising general intangibles (as that term is defined in the Uniform Commercial Code), including, without limitation, all payment intangibles;

E. Any and all proceeds (including, without limitation, insurance proceeds) and products of any and all of the foregoing; all accessions, accessories, additions, amendments, attachments, modifications, replacements and substitutions to any of the above; all policies of insurance pertaining to any of the above as well as any proceeds and unearned premiums pertaining to such policies; and all books and records pertaining to any of the above.

The Collateral shall include all Collateral as defined above at any and all locations, including, without limitation, all of the Debtor's places of business (including, without limitation, 700 Southgate Drive, Suite A, Pelham, Alabama 35124). Debtor hereby authorizes Secured Party to record any and all UCC Financing Statements in all recording offices deemed necessary or appropriate by Secured Party in order to fully perfect the security interest of Secured Party in the Collateral.

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EXHIBIT "A"

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LEGAL DESCRIPTION

A Parcel of land situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the said Southwest quarter of said Section 31; thence run in a Westerly direction along the North line of said Southwest quarter for a distance of 301:28 feet to a point; thence turn a deflection angle to the left of 51 degrees 49 minutes 38 seconds and run in a Southwesterly direction a distance of 180.00 feet to a point, said point being the point of beginning of the parcel herein described; thence run a deflection angle to the left of 57 degrees 00 minutes 00 seconds and run in a Southeasterly direction a distance of 395.80 feet to a point, said point being on the Northwest, right-of-way of proposed and soon to be dedicated Southgate Drive; thence turn an interior angle of 90 degrees 00 minutes 00 seconds and run to the right in a Southwesterly direction along said right-of-way a distance of 168.14 feet to a point, said point being the beginning of a curve to the right; thence run along the arc of said curve, having a central angle of 60 degrees 31 minutes 55 seconds and a radius of 35.00 feet, in a Southwesterly to Westerly to Northwesterly direction a distance of 36.98 feet to a point, said point being a point on the East side of Allen Road, being a road of possible prescriptive right-of-way; thence continue tangent to last described curve in a Northwesterly direction and along Allen Road a distance of 213.33 feet to a point; thence turn an interior angle of 77 degrees 49 minutes 02 seconds and run to the right in a Northeasterly direction a distance of 15.00 feet to a point, said point being a 1-inch crimp iron found; thence turn an interior angle of 195 degrees 42 minutes 53 seconds and run to the left in a Northeasterly direction a distance of 344.87 feet to the point of beginning.