

## 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 S. Wright  
Balch & Bingham LLP  
P. O. Box 306  
Birmingham, AL 35201-0306

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

The Industrial Development Board of the City of Calera

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

P. O. Box 180

CITY

Calera

STATE

AL

POSTAL CODE

35040

COUNTRY

US

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

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

Southern Rail Services, Inc.

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

1952 Shades Crest Road

CITY

Birmingham

STATE

AL

POSTAL CODE

35216

COUNTRY

US

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

corporation

2f. JURISDICTION OF ORGANIZATION

Alabama

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

Compass Bank

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

15 South 20th Street

CITY

Birmingham

STATE

AL

POSTAL CODE

35233

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and B attached hereto

*This financing statement is recorded as additional security for the mortgage  
recorded contemporaneously herewith.*

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 Probate

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

UCC-1Ad

20080612000240940 2/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
06/12/2008 04:11:37PM FILED/CERT

## 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 | <b>The Industrial Development Board of the City of Calera</b> |            |                     |
| OR                      | 9b. INDIVIDUAL'S LAST NAME                                    | FIRST NAME | MIDDLE NAME, SUFFIX |

### 10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 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 #: (Organizations) | ADD'L INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE |

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

|                             |                                     |            |             |                     |
|-----------------------------|-------------------------------------|------------|-------------|---------------------|
| 12a. ORGANIZATION'S NAME    | <b>Compass Mortgage Corporation</b> |            |             |                     |
| OR                          | 12b. INDIVIDUAL'S LAST NAME         | FIRST NAME | MIDDLE NAME | SUFFIX              |
| 12c. MAILING ADDRESS        | CITY                                |            | STATE       | POSTAL CODE COUNTRY |
| <b>15 South 20th Street</b> | <b>Birmingham</b>                   |            | <b>AL</b>   | <b>35233 US</b>     |

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 B attached hereto**

16. Additional collateral description:

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

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  
DESCRIPTION OF COLLATERAL  
[COUNTY]**

**"Debtor" means The Industrial Development Board of the City of Calera and Southern Rail Services, Inc.**

**"Secured Party" means Compass Bank and Compass Mortgage Corporation**

**"Land" means the property described on Exhibit B hereto**

**"Collateral" means the Land, the Improvements and all other real and personal property described herein**

- (a) All buildings, structures, fixtures, fittings, and improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements") and all building materials, machinery, equipment, furniture and furnishings and other personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said Land or Improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such Improvements, building materials, machinery, equipment, furniture, furnishings and other personal property are actually located on or adjacent to the Property or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
  - (i) All rents, royalties, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor

is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's fees, on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.
- (d) The Agreement for Railcar Maintenance Services between Alabama Power Company and O'Neil Transportation dated as of November 28, 2007 as assigned to Southern Rail Services, Inc., and all rights and interests therein, thereto, or arising thereunder.
- (e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c) or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c) or (d) above.

Debtor hereby grants Secured Party a security interest in the foregoing and authorizes Secured Party to file this Financing Statement.

Record Owner of Real Estate: **Debtor.**

PROVIDED AS ADDITIONAL SECURITY FOR REAL ESTATE MORTGAGE RECORDED CONTEMPORANEOUSLY HEREWITH.



## EXHIBIT B

### DESCRIPTION OF REAL PROPERTY

A parcel of land situated in part of Section 20 and 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of Section 21, Township 22 South, Range 2 West, and run in a Northerly direction along the West line of said Section a distance of 755.27 feet to the Northwestern right-of-way line of the Southern Railroad, being the point of beginning; thence 69 degrees 09 minutes right in a Northeasterly direction along said right-of-way, a distance of 292.32 feet; thence 00 degrees 01 minutes right in a Northeasterly direction a distance of 2,064 feet; thence 86 degrees 46 minutes left in a Northwestern direction a distance of 175.28 feet to the Southerly right-of-way line of Woodbine Avenue; thence 93 degrees 14 minutes left in a Southwesterly direction along said right-of-way line a distance of 185.00 feet; thence 114 degrees 40 minutes right in a Northerly direction a distance of 454.68 feet; thence 90 degrees 00 minutes left in a Westerly direction a distance of 643.51 feet; thence 19 degrees 45 minutes 20 seconds right in a Northwestern direction a distance of 54.95 feet; thence 70 degrees 14 minutes 40 seconds right in a Northerly direction a distance of 440.00 feet; thence 45 degrees 00 minutes left in a Northwestern direction a distance of 200.00 feet; thence 45 degrees 00 minutes left in a Westerly direction a distance of 493.74 feet; thence 45 degrees left in a Southwesterly direction a distance of 329.67 feet to the Easterly right-of-way line of 18<sup>th</sup> Street; thence 45 degrees left in a Southerly direction along said right-of-way line a distance of 484.27 feet; thence 90 degrees right in a Westerly direction a distance of 260.00 feet; thence 90 degrees right in a Northerly direction a distance of 51.53 feet; thence 90 degrees left in a Westerly direction a distance of 435.34 feet; thence 90 degrees 08 minutes left in a Southerly direction a distance of 556.79 feet; thence 90 degrees 08 minutes right in a Westerly direction a distance of 450.94 feet; thence 90 degrees left in a Southerly direction a distance of 304.00 feet; thence 90 degrees right in a Westerly direction a distance of 310.87 feet; thence 108 degrees 08 minutes 50 seconds left in a Southeasterly direction a distance of 293.40 feet; thence 03 degrees 21 minutes 20 seconds right in a Southeasterly direction a distance of 203.00 feet; thence 07 degrees 16 minutes 30 seconds left in a Southeasterly direction a distance 210.18 feet; thence 02 degrees 18 minutes 40 seconds left in a Southeasterly direction a distance of 95.74 feet; thence 90 degrees 19 minutes 20 seconds left in a Northeasterly direction a distance of 357.29 feet; thence 90 degrees 01 minutes right in a Southeasterly direction a distance of 210.01 feet to said Northwestern right-of-way line of the Southern Railroad; thence 90 degrees left in a Northeasterly direction along said right-of-way line a distance of 480.14 feet to the point of beginning; being situated in Shelby County, Alabama.

All being situated in Shelby County, Alabama.