

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

C. Patrick Bodden, 205-254-1849

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

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C. Patrick Bodden, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions/Harbert Plaza
Birmingham, Alabama 35203



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Shelby Cnty Judge of Probate, AL
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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

OR	1a. ORGANIZATION'S NAME W.A.S., LLC						
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 700 Industrial Park Drive			CITY Alabaster	STATE AL	POSTAL CODE 35007	COUNTRY USA	
1d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	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 one debtor name (2a or 2b) – do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME						
	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY	
2d. <u>SEE INSTRUCTIONS</u>		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 one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME IBERIABANK					
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2340 Woodcrest Place			CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I, Schedule II, Schedule III, Exhibit A, Exhibit B, and Exhibit C, attached hereto and made a part hereof

To be filed with the office of the Shelby County, Alabama, Judge of Probate.

NOTE TO PROBATE JUDGE: This Financing Statement is being recorded as additional security for obligations described in a mortgage filed concurrently herewith.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ COSIGNEE/COSIGNOR ☐ 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) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2 [ADDITIONAL FEE] [optional]

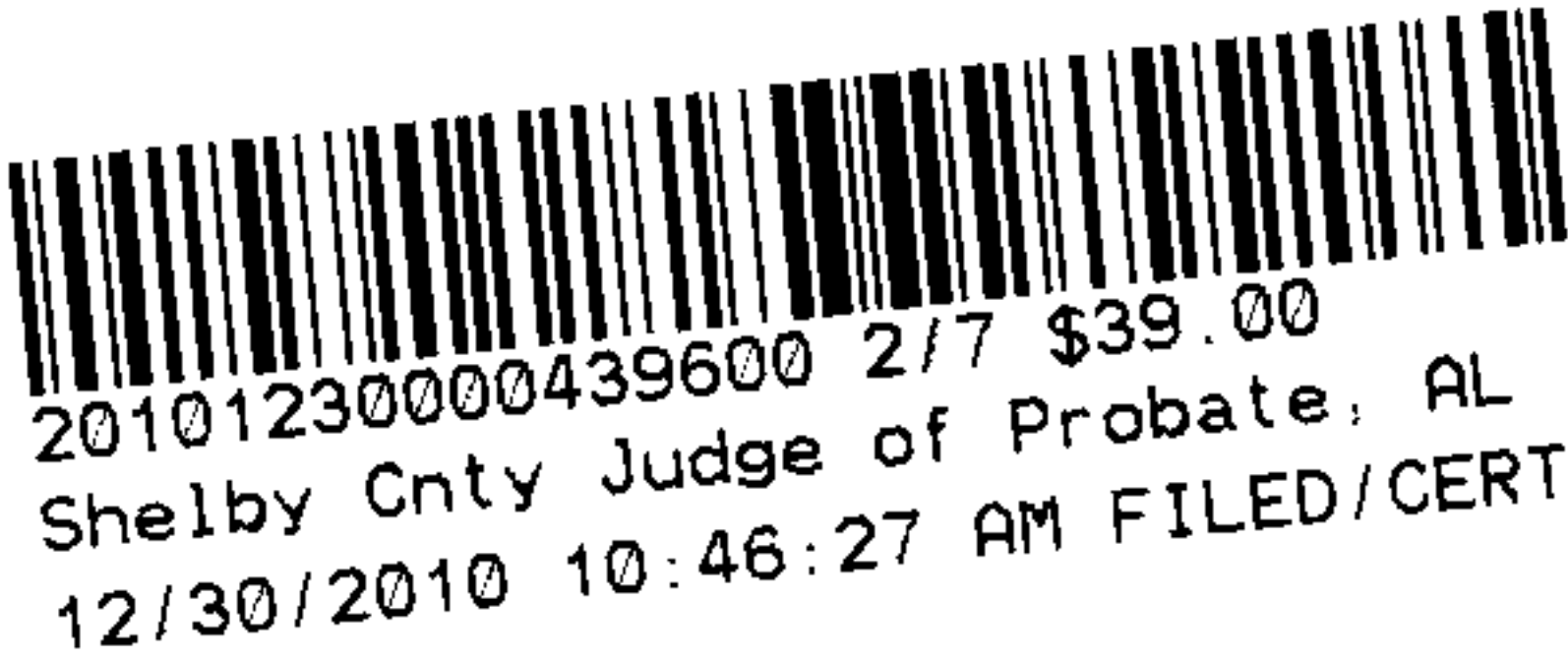
8. OPTIONAL FILER REFERENCE DATA
10682-63: Doc ID # 2056081

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT
OR
9a. ORGANIZATION'S NAME
W.A.S., LLC
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:



11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names
OR
11a. ORGANIZATION'S NAME
11b. INDIVIDUAL'S LAST NAME FIRST NAME
11c. MAILING ADDRESS CITY
11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION

12. [] ADDITIONAL SECURED PARTY'S OR [] ASSIGNOR S/P's NAME - insert only one name (12a or 12b)
OR
12a. ORGANIZATION'S NAME
12b. INDIVIDUAL'S LAST NAME FIRST NAME
12c. MAILING ADDRESS CITY

13. This FINANCING STATEMENT covers [] timber to be cut or [] as-extracted collateral, or is filed as a [X] fixture filing.
14. Description of real estate:
See Exhibit A
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
[] Filed in connection with a Public-Finance Transaction

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Grantor either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

Improvements. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Grantor (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

Personal Property. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Grantor and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit to which this financing statement relates have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

Rents and Leases. All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Grantor under the federal Bankruptcy Code.

Insurance Policies. All policies of hazard insurance now or hereafter in effect that insure the Real Property, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Grantor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

Litigation Awards. All judgments, damages, settlements, awards, payments and compensation, including all interest thereon that may be made or due to the Grantor or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of

any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.


General Intangibles and Agreements. (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Grantor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (other than Excluded Contracts, as such item is defined in the Mortgage) (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

Supplemental Documents. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

Proceeds. All proceeds of any of the foregoing.

As used in this Schedule I, **Grantor** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A and Exhibit B. The Grantor is a record owner of the Land.


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**SCHEDULE II
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Grantor is the lessor or sublessor (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Grantor of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Grantor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Grantor for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Grantor may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Grantor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, **Grantor** means the debtor(s) described in this financing statement.



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EXHIBIT A

(Land Description)

A part of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more fully described as follows:

Commence at the SW corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 35, Township 20 South, Range 3 West; thence North 89 degrees 37 minutes 20 seconds East a distance of 442.5 feet; thence North 01 degree 40 minutes 48 seconds West a distance of 732.2 feet to the Point of Beginning; thence North 01 degree 40 minutes 15 seconds West a distance of 419.56 feet; thence North 89 degrees 19 minutes 20 seconds East a distance of 423.94 feet; thence North 25 degrees 14 minutes 36 seconds West a distance of 847.12 feet; thence North 89 degrees 23 minutes 42 seconds East a distance of 110.03 feet; thence South 25 degrees 14 minutes 35 seconds East a distance of 1,312.10 feet; thence South 89 degrees 36 minutes 14 seconds West a distance of 720.01 feet to the Point of beginning.



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EXHIBIT B

(Existing Leases)

Lessor


W.A.S., LLC

Lessee

Avanti Polar Lipids, Inc.

Date

July 1, 2010


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