

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Liz Gibbons @ 205-380-2643

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Liz Gibbons  
Gibbons Graham LLC  
100 Corporate Parkway  
Suite 125  
Birmingham, Alabama 35242

20120824000319250 1/7 \$39.00  
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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  
Unique Industries, Inc.

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
13488 Highway 25 North Calera AL 35040-683 USA

ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
corporation Alabama ☒ 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

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  
ServisFirst Bank

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
850 Shades Creek Parkway Birmingham AL 35209 USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of Collateral.

This financing statement is being filed as additional security in connection with a Mortgage and Security Agreement being filed simultaneously herewith, the consideration of which is \$1,840,000.00, on which the mortgage taxes have been paid.

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  
Filed with Shelby County, Alabama (SR01-00475)

# 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<br>Unique Industries, Inc. |            |                     |
|    | 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

|                      |                                   |                           |                                   |  |         |
|----------------------|-----------------------------------|---------------------------|-----------------------------------|--|---------|
| OR                   | 11a. ORGANIZATION'S NAME          |                           |                                   |  |         |
|                      | 11b. INDIVIDUAL'S LAST NAME       | FIRST NAME                | MIDDLE NAME                       | SUFFIX   |         |
| 11c. MAILING ADDRESS |                                   | CITY                      | STATE                             | POSTAL CODE  | COUNTRY |
| 11d.                 | ADD'L INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID#, if any<br><input type="checkbox"/> NONE |         |

## 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 | 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 attached hereto for description of real estate.

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 Public-Finance Transaction — effective 30 years



**SCHEDULE "A" TO UCC-1 FINANCING STATEMENT**  
**(DESCRIPTION OF COLLATERAL)**

"Collateral" means the following assets of Borrower, wherever located, whether now owned or hereafter acquired (and specifically excluding interests in any Bank Swap Documents): (A) all amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower, of any Deposit Accounts or other account with Bank; (B) all of Borrower's assets which are or may be subject to Article 9 of the Uniform Commercial Code, together with all replacements therefore, additions and accessions thereto, and proceeds (including, but without limitation, insurance proceeds) and products thereof, including, without limitation, the following: Accounts; Chattel Paper; Commercial Tort Claims; Deposit Accounts; Documents; Equipment; General Intangibles; Goods; Instruments; Intellectual Property Rights; Inventory; Investment Property; Letter-of-Credit Rights; Payment Intangibles; Software; Supporting Obligations; rights as seller of Goods and rights to returned or repossessed Goods; all existing and future leases and use agreements of personal property entered into by Borrower 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; any existing and future leases and use agreements of personal property entered into by Borrower as lessee with other Persons as lessors, including without limitation the leasehold interest of Borrower in such property, and all options to purchase such property or to extend any such lease or agreement; Fixtures; all moneys of Borrower and all bank 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; and all claims of Borrower in any pending litigation and/or claims for any insurance proceeds; (C) the Mortgaged Property; (D) the Assigned Leases; (E) the Rents; (F) all Records pertaining to any of the Collateral; and (G) all interest, dividends, Proceeds, products, rents, royalties, issues and profits of any of the property described above, including, without limitation, all monies due and to become due with respect to such property, together with all right to receive the same, and all notes, certificates of deposit, checks and other instruments and property from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean the Debtor, and "Bank" shall mean the Secured Party, and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement between Debtor and Secured Party (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply), and as used herein:

"Accounts", "Equipment", "Goods", and other terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Alabama (except in cases and with respect to Collateral when the perfection, the effect of perfection or nonperfection, and the priority of a Lien in the Collateral is governed by another Jurisdiction, in which case such capitalized words and phrases shall have the meanings attributed to those terms under such other Jurisdiction).

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Rents" means all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Leases as of the date of entry of such order for relief.



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**SCHEDULE "A-1" TO UCC-1 FINANCING STATEMENT**  
**(DESCRIPTION OF MORTGAGED PROPERTY)**

All of Borrower's Interest in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");


(c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, 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 ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same;

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and

rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief; and

(f) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to any of the foregoing.



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**EXHIBIT "A"**  
**(DESCRIPTION OF LAND)**

**Parcel No. 1**

Begin at the intersection of the southeast 80 foot right-of-way of Alabama State Highway No. 25, and the northeast 100 foot right-of-way of the Southern Railroad and run Northeasterly along the southeast right-of-way of said State Hwy., a distance of 1247.46 feet; thence turn a deflection angle of 90 degrees 00 minutes to the right, and run a distance of 345.99 feet; thence turn a deflection angle of 111 degrees 21 minutes 41 seconds to the right, and run a distance of 566.51 feet; thence turn a deflection angle of 21 degrees 46 minutes 41 seconds to the left, and run a distance of 550.00 feet to the north right-of-way of the Southern Railroad; thence turn a deflection angle of 37 degrees 15 minutes 58 seconds to the right, to the tangent of a right-of-way curve, and run along said curve (whose Delta Angle is 6 degrees 44 minutes 10 seconds to the right, Radius is 1893.20 feet, Tangent is 111.41 feet, Length of Curve is 222.57 feet), to the point of beginning. Situated in the Northeast 1/4 of the Southeast 1/4 of Section 14, and the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 22 South, Range 2 West, Shelby County, Alabama.

**Parcel No. 2**

Commence at the intersection of the southeast 80 foot right-of-way of Alabama State Highway No. 25, and the northeast 100 foot right-of-way of the Southern Railroad and run Northeasterly along the southeast right-of-way of said State Hwy., a distance of 1247.46 feet; thence turn a deflection angle of 90 degrees 00 minutes to the right, and run a distance of 345.99 feet to the point of beginning; thence continue in the same direction, a distance of 175.00 feet to a point on the north right-of-way of Southern Railroad; thence turn a deflection angle of 91 degrees 44 minutes 58 seconds to the right, to a tangent of a right-of-way curve; thence run along said right-of-way curve (whose Delta Angle is 35 degrees 06 minutes 00 seconds to the right, Radius is 1893.20 feet, Tangent is 598.74 feet, Length of Curve is 1159.79 feet); thence turn a deflection angle of 21 degrees 46 minutes 41 seconds to the right, and run a distance of 566.51 feet to the point of beginning. Situated in the Northeast 1/4 of the Southeast 1/4 of Section 14, and the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 22 South, Range 2 West, Shelby County, Alabama.