

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

Matt Evans @ 205-533-7149

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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



20121127000452580 1/4 \$33.00
Shelby Cnty Judge of Probate, AL
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20120824000319250

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

Unique Industries, Inc.

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☒ restated collateral description, or describe collateral ☐ assigned.

See Schedule A attached hereto for restated description of Collateral.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

ServisFirst Bank

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Recorded in Shelby County, Alabama (SR01-00475)

SCHEDULE "A" TO UCC-3 AMENDMENT
(DESCRIPTION OF COLLATERAL)

"Collateral" means the following assets of Borrower, wherever located, and whether now owned or hereafter acquired (and specifically excluding any interests in 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) the following assets of Borrower which are or may be subject to Article 9 of the Uniform Commercial Code, together with all replacements therefor, additions and accessions thereto, and proceeds (including, but without limitation, insurance proceeds) and products thereof: Accounts; Inventory; Chattel Paper which relates to any other Collateral, including the Accounts and Inventory; Commercial Tort Claims which relate to any other Collateral, including the Accounts and Inventory; Documents which relate to any other Collateral, including the Accounts and Inventory; General Intangibles which relate to any other Collateral, including the Accounts and Inventory; Instruments which relate to any other Collateral, including the Accounts and Inventory; Letter-of-Credit Rights which relate to any other Collateral, including the Accounts and Inventory; Payment Intangibles which relate to any other Collateral, including the Accounts and Inventory; Supporting Obligations which relate to any other Collateral, including the Accounts and Inventory; Rights as seller of Goods and rights to returned or repossessed Goods which relate to any other Collateral, including the Accounts and Inventory; all claims of Borrower in any pending litigation and/or claims for any insurance proceeds which relate to any other Collateral, including the Accounts and Inventory; (C) the Mortgaged Property; (D) the Assigned Leases; (E) the Rents; (F) Records which relate to any other Collateral, including the Accounts and Inventory; 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 rights 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. For avoidance of doubt, it is acknowledged that the Collateral does not include Equipment.

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", "Inventory", "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.

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.


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