

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Rikiya Thomas (713) 646-1375
B. E-MAIL CONTACT AT FILER (optional) rthomas@bakerlaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Baker & Hostetler LLP 811 Main Street, Suite 1100 Houston, Texas 77002 Attention: Bryce D. Linsenmayer, Esq.



20150115000015380 1/6 \$40.00
Shelby Cnty Judge of Probate, AL
01/15/2015 11:15:45 AM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME OHM, L.L.C.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 916 Belcher Drive	CITY Pelham	STATE AL	POSTAL CODE 35124	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Industrial Marketing Solutions, Inc.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 21 Waterway Avenue, Suite 300	CITY The Woodlands	STATE TX	POSTAL CODE 77380	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral

See Exhibit A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only one</u> box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only one</u> box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only one</u> box: ☐ Agricultural Lien ☐ Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA:	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement, if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a ORGANIZATION'S NAME

OHM, L.L.C.

OR 9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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10. DEBTOR'S NAME. Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a ORGANIZATION'S NAME

OR 10b INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a ORGANIZATION'S NAME

OR 11b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)

16. Description of real estate:

Street Address: 916 Belcher Drive, Pelham, AL 35124

Legal Description: See Exhibit B attached hereto and made a part hereof.

17. MISCELLANEOUS:

EXHIBIT A

COLLATERAL DESCRIPTION

DEBTOR: OHM, L.L.C.

SECURED PARTY: INDUSTRIAL MARKETING SOLUTIONS, INC.

Reference is hereby made to that certain Mortgage, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement, and Fixture Filing, dated December 31, 2014 made by Debtor in favor of Secured Party (the "*Mortgage*"). Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed thereto in the Mortgage.

Pursuant to the terms of the Mortgage, Debtor has irrevocably and unconditionally granted, bargained, sold, conveyed, mortgaged and warranted to Secured Party, with power of sale and with the right of entry and possession, all estate, right, title, interest that Debtor has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of its, as the context may require, the "*Collateral*")

a. The real property located in the City of Pelham, County of Shelby, State of Alabama, commonly known as 916 Belcher Drive, Pelham, AL 35124, all as legally described in EXHIBIT A attached hereto, together with all existing and future easements and rights affording access to it (the "*Premises*"); together with

b. All buildings, structures and improvements now located or later to be constructed on the Premises (the "*Improvements*"); together with

c. All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium and other commercially valuable substances that may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any portion of the Premises lying in the streets, roads or avenues currently existing or later constructed; together with

d. All existing and future leases, subleases, subtenancies, licenses, rental agreements, occupancy agreements, and concessions relating to the use and enjoyment of or affecting all or any part of the Premises or Improvements, and any and all guaranties, extensions, renewals, replacements and modifications thereof, and all other agreements relating to or made in connection therewith (collectively, the "*Leases*"); together with

e. All real property and improvements on such real property, and all appurtenances and other property and interests of any kind or character, hereafter acquired by Mortgagor, whether described in EXHIBIT A or not, that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements and which may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of this Mortgage; together with

f. All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises or Improvements, whether stored on the Premises or

elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Mortgage; together with

g. All building materials, equipment, work in process and other personal property of any kind, whether stored on the Premises or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

h. All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Mortgagor with third parties (including all utility deposits), chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Lender), that arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally; together with

i. All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

j. All of Mortgagor's right, title and interest in and to any and all units, declarant rights and any other rights relating to the Premises or Improvements, whether now existing or subsequently arising, under any covenants, conditions, or restrictions affecting the Premises or laws now existing or subsequently arising relating to condominiums; together with

k. All of Mortgagor's rights in (i) all agreements, plans and specifications, Licenses (defined below), and drawings heretofore or hereafter entered into or prepared relating to the construction, ownership, maintenance, operation, management, leasing or use of the Premises or Improvements, including, without limitation, contracts, commitments, equipment leases, governmental permits, architectural and engineering plans, specifications and drawings, approvals and reports, (ii) any and all present and future amendments, modifications, supplements, and addenda to any of the items described in clause (i), (iii) any and all guarantees, warranties (including building or manufacturer's warranties) and other undertakings (including payment and performance bonds) heretofore or hereafter entered into or delivered with respect to any of the items described in clauses (i) through (ii) (collectively with the Licenses, the "**Contracts**"); together with

l. All of Mortgagor's rights in (i) all trade names, trademarks, logos and other materials used to identify or advertise, or otherwise relating to the Premises or Improvements, and (ii) all building permits, governmental permits, licenses, variances, applications, conditional or special use permits, development agreements, land use entitlements, permits, licenses and other authorizations now or hereafter issued in connection with the construction, development, ownership, operation, management, leasing or use of the Premises or Improvements, to the fullest extent that the same or any interest therein may be legally assigned by Mortgagor (the "**Licenses**"); together with

m. All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("***Books and Records***"); together with

n. All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

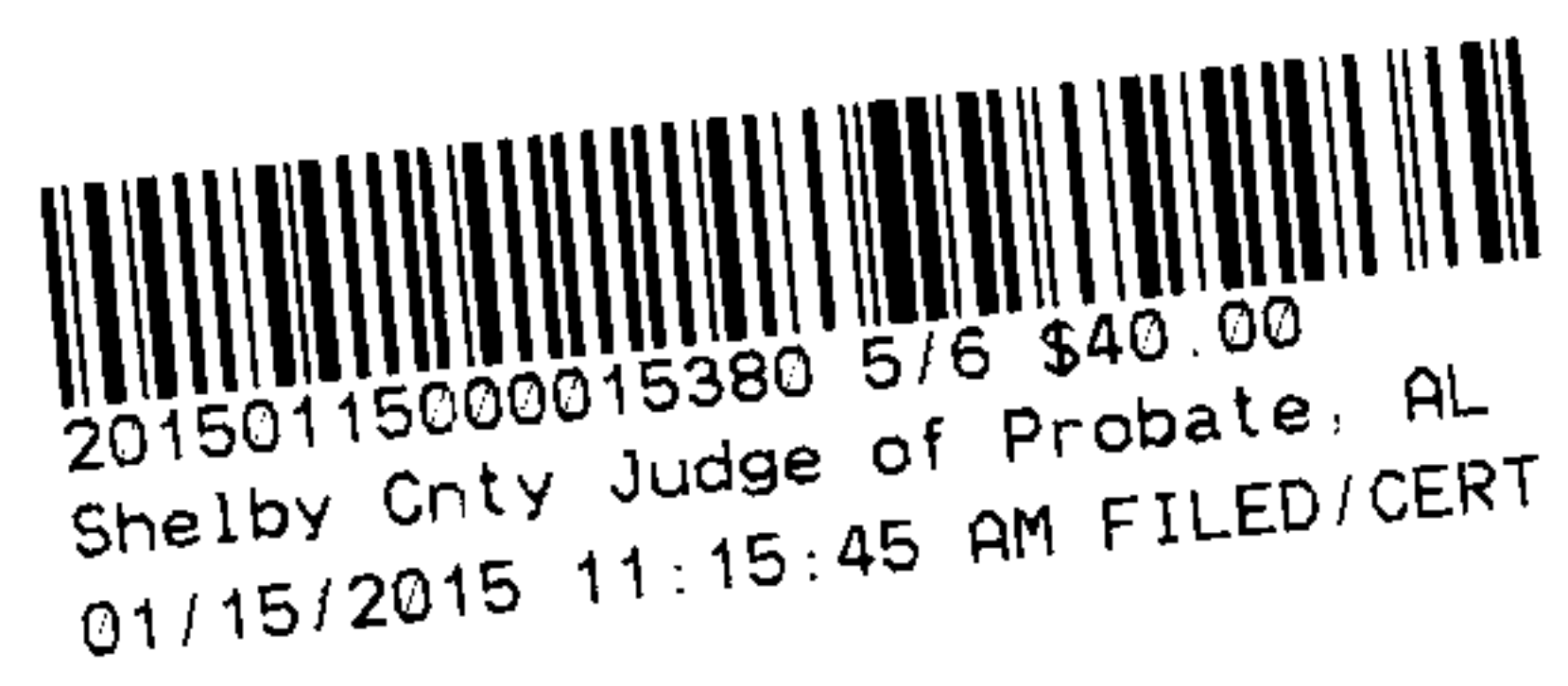


EXHIBIT B

LEGAL DESCRIPTION

The following described real estate, situated in the County of Shelby and State of Alabama to-wit:

A parcel of land located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20, Range 3 West, Shelby County Alabama, more particularly described as follows: Commence at the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence in a Northerly direction along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 523.40 feet; thence 123 degrees 58 minutes right in a Southeasterly direction a distance of 811.42 feet; thence 95 degrees 42 minutes 30 seconds left in a Northeasterly direction a distance of 420.83 feet to the point of beginning; thence continue along last described course a distance of 373.59 feet; thence 94 degrees 55 minutes 30 seconds left in a Northwesterly direction a distance of 240.89 feet; thence 85 degrees 04 minutes 30 seconds left in a Southwesterly direction a distance 352.91 feet; thence 90 degrees left in a Southeasterly direction a distance of 240.00 feet to the point of beginning; being situated in Shelby County, Alabama.

