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07/29/2016 03:07:16 PM
UCC6 1/3

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>119401984 - 330860</div> <div>Corporation Service Company</div> <div>801 Adlai Stevenson Drive</div> <div>Springfield, IL 62703</div> <div>Filed In: Alabama (Shelby)</div>	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 20040825000476980 08/25/2004	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

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

5. ☐ PARTY INFORMATION CHANGE:
Check one of these two boxes: ☐ Debtor or ☐ Secured Party of record AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☐ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME	AMERICAN CONCRETE PUMPING, LLC		
OR 6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR 7b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX	

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☐ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:
DEBTOR:
AMERICAN CONCRETE PUMPING, LLC
4204 HIGHWAY 31
CALERA,AL 35040

SECURED PARTY:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME	REGIONS BANK FKA AmSouth Bank		
OR 9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:Debtor: AMERICAN CONCRETE PUMPING, LLC - 01-0000849249-1910116 119401984

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 20040825000476980 08/25/2004		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form		
OR	12a. ORGANIZATION'S NAME REGIONS BANK FKA AmSouth Bank	
	12b. INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

OR	13a. ORGANIZATION'S NAME			
	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

AMSOUTH BANK
P.O. BOX 2028
TUSCALOOSA, AL 35403

15. This FINANCING STATEMENT AMENDMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

Debtor's Name: AMERICAN CONCRETE PUMPING, LLC
4204 Highway 31 South, Calera, AL 35040

Secured Party's Name: AMSOUTH BANK N/K/A REGIONS BANK
Post Office Box 2028, Tuscaloosa, AL 35403

17. Description of real estate:
See Attached Exhibit "A" made a part hereof.

18. MISCELLANEOUS:

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20040825000476980 Pg 3/3 30.00
Shelby Cnty Judge of Probate, AL
08/25/2004 13:52:00 FILED/CERTIFIED

**EXHIBIT "A" TO UCC FINANCING STATEMENT
(American Concrete Pumping, LLC)**

- (a) All of that tract or parcel or parcels of land and all leasehold estates therein more particularly described as follows (the "Land"):
Lot 12, according to the survey of Calera South Industrial Park, as recorded in Map Book 26, Page 57, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and 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 property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land, and whether in storage or otherwise, and wheresoever they may be located (the "Improvements");
- (c) 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;
- (d) 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, subleases, licenses, rights, titles, interests, 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 owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and 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 Land and improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' 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;
- (e) All of Debtor's leasehold estate, rights, titles and interests in and to any of the properties described in (a), (b), (c) or (d) above, including, but not limited to, the Debtor's leasehold estate and other rights, titles and interests under or pursuant to that certain Lease Agreement with the Industrial Development Board of the Town of Calera, a public corporation organized under the laws of the State of Alabama dated as of May 5, 2004, as recorded in Instrument Number 20040623000342510 in the Office of the Judge of Probate for Shelby County, Alabama (the "Lease"), and further including, without limitation to the generality of the foregoing, all of the rights and options of the Debtor to (i) terminate, renew or extend the Lease, (ii) to purchase the properties, or any portion thereof, subject to the Lease (whether solely at the Debtor's option, upon specified events or otherwise), and (iii) to obtain the release from the Lease of any and all portions of the properties subject to the Lease (whether solely at the Debtor's option or otherwise) (herein sometimes referred to as the "Lease Rights"); and
- (f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all accounts, inventory, 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), (d) or (e) above.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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A handwritten signature in dark ink, appearing to read "J. Fuhrmeister", is written over the official text.

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