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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
L. Light (314) 552.6395

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Thompson Coburn LLP
One US Bank Plaza
Suite 3400
St. Louis, MO 63101

Attention: Lynnda Light

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

1a. ORGANIZATION'S NAME: Henderson Products, Inc.

OR

| 1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|---|---|---|---|
| | | | |

| 1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| 13515 Barrett Parkway Drive, Suite 200 | Ballwin | MO | 63021 | USA |

| 1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any |
|---|---|---|---|---|
| | | corporation | Delaware | 4738253 ☐ 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 |
|---|---|---|---|---|
| | | | | |

| 2d. SEE INSTRUCTIONS | 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: Eagle Fund II, L.P.

OR

| 3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|---|---|---|---|
| | | | |

| 3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| 101 South Hanley Road, Suite 1250 | St. Louis | MO | 63105 | USA |

4. This FINANCING STATEMENT covers the following collateral:

**See Exhibits A and B attached hereto and incorporated herein by reference.**

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

**File with Delaware County, Iowa (7269 - 85737)**

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

DEUCC1PNAT - 12/17/2002 C T System Online

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2009-4551

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR **Henderson Products, 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

11a. ORGANIZATION'S NAME

OR

| 11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|---|---|---|---|
| | | | |

| 11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---|---|---|---|---|
| | | | | |

| 11d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any |
|---|---|---|---|---|
| | | | | ☐ NONE |

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

| 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:

on page 6

**See Exhibit B attached hereto and incorporated herein by reference.**

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 — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

## EXHIBIT A

To the financing statement naming Henderson Products, Inc., as Debtor, and Eagle Fund II, L.P., as Secured Party:

**Debtor**

Henderson Products, Inc.
13515 Barrett Parkway, Suite 200
Ballwin, Missouri 63021

**Secured Party**

Eagle Fund II, L.P.
c/o Bush O'Donnell Capital Partners, LLC
101 South Hanley Road, Suite 1250
St. Louis, Missouri 63105

Debtor hereby grants, conveys, mortgages, assigns and pledges to Secured Party, a lien and security interest in, all the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

(1) all Debtor's right, title and interest in all the land more particularly described on Exhibit B hereto (the "Land");

(2) all Debtor's right, title and interest in all rights appurtenant to the Land, including the easements over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, mineral rights, water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in anyway appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Debtor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the Land and the property described in this subparagraph (2), the "Premises");

(3) all Debtor's right, title and interest in all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the "Improvements");

(4) all Debtor's right, title and interest in all apparatus, movable appliances, building materials, equipment, fittings, furnishings, furniture, machinery and other articles of tangible personal property of every kind and nature, and replacements thereof, now or at any time hereafter placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or the Premises, including all of Debtor's books and records relating thereto and including all pumps, tanks, goods, machinery, tools, equipment, lifts (including fire sprinklers and alarm systems, fire prevention or control systems, cleaning rigs, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, loading, unloading, lighting, power, sanitation, waste removal, entertainment, communications, computers, recreational, window or structural,

maintenance, truck or car repair and all other equipment of every kind), draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, freezers, refrigerators, walk-in coolers, signs (indoor and outdoor), computer systems, cash registers and inventory control systems, and all other apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the "Personal Property");

(5) all Debtor's right, title and interest in all general intangibles relating to design, development, operation, management and use of the Premises and the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, licenses, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and Improvements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural, construction and engineering drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering and consulting reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or other warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the "Permits, Plans and Warranties");

(6) all Debtor's interest in and rights under any and all now or hereafter existing leases or licenses (under which Debtor is or becomes landlord or licensor) and subleases (under which Debtor is or becomes sublandlord, or which are or become direct leases between Debtor and subtenant), concession, management, mineral or other agreements of a similar kind that provides for or allows the use or occupancy of the Premises and the Improvements for any purpose in return for any payment, or the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty (the "Leases"), and all rents, payments, charges, reimbursements, deposits, revenues, fees, income, issues, profits, receipts and royalties now or hereafter due, payable or accruing in under the Leases or from or in connection with the Premises and the Improvements (the "Lease Rents"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises and the Improvements, now or hereafter entered into by Debtor, and all payments, charges, deposits, revenues, fees, income, issues, profits, receipts and royalties now or hereafter due, payable or accruing in connection therewith (together with the Lease Rents, "Rents");

(7) all Debtor's right, title and interest in and to all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property into cash or liquidated claims ("Proceeds", which shall include without limitation Casualty Proceeds and Condemnation Proceeds as defined in Section 1.07 of the Mortgage, as defined below), including Proceeds of insurance maintained by Debtor and condemnation awards, any awards that may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Premises or Improvements or any rights appurtenant thereto, and any awards for change of grade of streets, together with any and all moneys now or hereafter on deposit for the payment of real estate taxes, assessments or common area charges levied against the Mortgaged Property, unearned premiums on policies of fire and other insurance maintained by

Debtor covering any interest in the Mortgaged Property or required by the Credit Agreement; and

(8) all Debtor's right, title and interest in and to all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Land, the Premises, the Improvements, the Personal Property, the Permits, Plans and Warranties and the Leases, hereinafter acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by Debtor, all of which shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein.

Defined terms not defined herein shall have the meaning set forth in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement executed by Debtor for the benefit of Secured Party (the "Mortgage").

**EXHIBIT B**

**Legal Description**

**Parcel 1:**

PARCEL P IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA ACCORDING TO PLAT RECORDED IN BOOK 2004, PAGE 4504, BEING A PART OF LOTS TWELVE (12) AND THIRTEEN (13) OF THE SUBDIVISION OF THE EAST THREE-FOURTHS (E ¾ ) OF THE SOUTH ONE-HALF (S ½) OF SAID SECTION 32.

**Parcel 2:**

LOT TWO (2) OF LOT THIRTEEN (13) OF THE SUBDIVISION OF THE EAST THREE-FOURTHS (E ¾) OF THE SOUTH ONE-HALF (S ½) OF SECTION THIRTY-TWO (32), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE FIVE (5) WEST OF THE FIFTH P.M., DELAWARE COUNTY, IOWA ACCORDING TO PLAT RECORDED IN BOOK 2 PLATS, PAGE 96 ½ IN THE OFFICE OF THE RECORDER, DELAWARE COUNTY, IOWA; EXCEPT THAT PORTION DEEDED TO THE CITY OF MANCHESTER BY QUIT CLAIM DEED AS RECORDED IN BOOK 125 L.D., PAGE 322 IN THE OFFICE OF THE RECORDER, DELAWARE COUNTY, IOWA; AND FURTHER EXCEPTING THAT PORTION DEEDED TO THE STATE OF IOWA, AS RECORDED IN BOOK 91 L.D., PAGE 403 IN THE OFFICE OF THE RECORDER, DELAWARE COUNTY, IOWA.

Together with all gaps and gores, and strips and alleys lying between the same or adjacent to any part of the same.