

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
MODERN LAW FORMS
ELK GROVE VILLAGE, IL
(708) 640-1686

1 90

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-8-105(n) 1 Return copy or recorded original to Carolyn Gillies Chapman and Outler 111 West Monroe Street Chicago, IL 60603		No. of Additional Sheets Presented <u>4</u>		This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="text-align: center; font-weight: bold; font-size: 1.2em;">Inst # 1993-03329</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">02/04/1993-03329</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">10:29 AM CERTIFIED</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">005 MCD 17.00</div>	
2 Name and Address of Debtor (Last Name First if a Person) Medalist A Model Threaded Rod Co. (trade name for Medalist Industries, Inc.) Two Park Plaza 10850 West Park Place, Suite 150 Milwaukee, Wisconsin 53224 Social Security/Tax ID # _____		4 ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)			
2A Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____					
<input type="checkbox"/> Additional debtors on attached UCC-E					
3 SECURED PARTY(ies) (Last Name First if a Person) Barclays Business Credit, Inc., as Agent as set forth on Exhibit A 200 West Madison Street Chicago, IL 60606 Social Security/Tax ID # _____		5A Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: _____ _____ _____ _____ _____ _____ _____ _____			
<input type="checkbox"/> Additional secured parties on attached UCC-E					
5 The Financing Statement Covers the Following Types (or Items) of Property All of Debtor's accounts, general intangibles, inventory, machinery equipment and certain other properties, rights, interests and privileges as further described on Exhibit A attached hereto and made a part hereof. Some or all of the above goods are or may become Fixtures on the real estate described on Schedule I attached hereto and made a part hereof and the financing statement is to be filed in the real estate records. Filed with Shelby County, Alabama					
6 This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed		7. Complete only when filing with the Judge of Probate. The initial indebtedness secured by this financing statement is \$ _____ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____ 8. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5) Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)			
Signature(s) of Debtor(s) Medalist Industries, Inc. (d/b/a Medalist A Model Threaded Rod Co.) Type Name of Individual or Business		Signature(s) of Secured Party(ies) or Assignee Type Name of Individual or Business			

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

EXHIBIT A

Debtor: **Medalist Industries, Inc.**

Secured Party: **Barclays Business Credit, Inc.**, as collateral agent for the Lenders identified and defined in that certain Credit Agreement dated as of January 29, 1993 by and between the Lenders and the Debtor, as the same may from time to time be modified or amended

This financing statement covers any and all right, title and interest of the Debtor, whether now existing or hereafter acquired or arising, in and to:

(i) *Receivables*. Receivables, whether now existing or hereafter arising, and however evidenced or acquired, or in which the Debtor now has or hereafter acquires any rights (the term "*Receivables*" means and includes accounts, accounts receivable, contract rights [including without limitation rights under contracts for the purchase of supplies], instruments, notes, drafts, acceptances, documents, chattel paper, any right of the Debtor to payment for goods sold or leased or for services rendered, whether arising out of the sale of Inventory [as hereinafter defined] or otherwise and whether or not earned by performance, and all other forms of obligations owing to the Debtor, and all of the Debtor's rights to any merchandise [including without limitation any returned or repossessed goods and the right of stoppage in transit] which is represented by, arises from or is related to any of the foregoing);

(ii) *General Intangibles*. All general intangibles, whether now owned or hereafter acquired or arising, or in which the Debtor now has or hereafter acquires any rights, including without limitation all patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade styles, trade names, copyrights, copyright registrations, copyright licenses and other licenses and similar intangibles and all customer, client and supplier lists (in whatever form maintained) and all rights to use, license, sublicense, sell, resell or otherwise dispose of all or any part of such customer, client and supplier lists together with the Debtor's rights to do some or all of the foregoing on an exclusive or on a non-exclusive basis and all rights and leases and other agreements relating to real or personal property and all causes of action and tax refunds of every kind and nature and all privileges, franchises, immunities, licenses, permits and similar intangibles and rights to receive payments in connection with the termination of any pension plan or employee stock ownership plan or trust established for the benefit for employees of the Debtor and all other personal property (including things in action) not otherwise covered by this financing statement;

(iii) *Inventory.* Inventory, whether now owned or hereafter acquired, and all documents of title at any time evidencing or representing any part thereof (the term "*Inventory*" means and includes all goods (x) which are held for sale or lease or are to be furnished under contracts of service or consumed in the Debtor's business, or (y) which are raw materials, work-in-process, finished goods, materials and supplies of every nature in each case used or usable in connection with the acquisition, manufacture, processing, supply, servicing, storing, packing, shipping, advertising, selling, leasing or furnishing of such goods and any constituents or ingredients thereof, or (z) which are returned or repossessed goods), including without limitation Inventory consisting of: screws, bolts and other fasteners;

(iv) *Equipment.* Equipment, whether now owned or hereafter acquired (the term "*Equipment*" means and includes equipment, machinery, tools, trade fixtures, furniture, furnishings, office equipment, vehicles [other than vehicles subject to a certificate of title law] and all other goods, in each case now or hereafter used or usable in connection with the Debtor's business, together with all parts, accessories and attachments relating to any of the foregoing), including without limitation Equipment consisting of: cold headers, thread rollers, slotters, shavers, trimming machines, cranes, hoists, forklift trucks and machine tools;

(v) *Property in Possession.* Any and all property or interests in property which now is or may from time to time hereafter come into the possession, custody or control of the Secured Party or any of the Lenders, or any agent or affiliate of any of them, in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise);

(vi) *Records.* Supporting evidence and documents relating to any of the above-described property, including without limitation, computer programs, disks, tapes and related electronic data processing media, rights of the Debtor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising;

(vii) *Accessions and Additions.* All accessions and additions to and substitutions and replacements of any and all of the foregoing, whether now existing or hereafter arising; and

(viii) *Proceeds and Products.* All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising.

SCHEDULE I
Legal Description

Located in Shelby County, Alabama and more particularly described as follows:

PARCEL I:

Commence at the Northwest corner of Section 26, Township 21 South, Range 1, West, and run South 1 degree 44 minutes East along the West boundary line of said Section a distance of 849.41 feet to a point on the Northwest 40 foot right of way line of a county highway; thence turn an angle of 124 degrees 09 minutes to the left and run North 54 degrees 07 minutes East along said Northwest 40 foot right of way line a distance of 423.25 feet to the point of beginning; thence continue North 54 degrees 07 minutes East along said right of way line a distance of 402.35 feet to a point; thence turn an angle of 55 degrees 34 minutes to the left and run North 1 degree 27 minutes West a distance of 425.94 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run South 88 degrees 16 minutes West a distance of 336.19 feet to a point; thence turn an angle of 90 degrees 00 minutes to the left and run South 1 degree 44 minutes East a distance of 651.80 feet to the point of beginning. Said parcel of land is lying in the NW 1/4 of NW 1/4 of Section 26, Township 21 South, Range 1 West. EXCEPT that part sold to SIMSCO, Inc., as described in Deed Book 313, Page 207, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Also commence at the Northwest corner of Section 26, Township 21 South, Range 1 West and run South 1 degree 44 minutes East along the West boundary line of said Section a distance of 849.41 feet to a point on the Northwest 40 foot right of way line of a county highway; thence turn an angle of 124 degrees 09 minutes to the left and run North 54 degrees 07 minutes East along the Northwest 40 foot right of way line a distance of 825.60 feet to a point; thence turn an angle of 124 degrees 26 minutes to the right and run South 1 degree 27 minutes East a distance of 97.00 feet to the point of beginning; thence continue South 1 degree 27 minutes East a distance of 242.48 feet to a point on the Northwest 50 foot right of way line of Southern Railway; thence turn an angle of 55 degrees 34 minutes to the right and run South 54 degrees 07 minutes West along said Southern Railway right of way line a distance of 747.94 feet to a point; thence turn an angle of 90 degrees to the right and run North 35 degrees 53 minutes West a distance of 200.00 feet to a point on the Southeast 40 foot right of way line of a county highway; thence turn an angle of 90 degrees to the right and run North 54 degrees 07 minutes East along said right of way line a distance of 885.05 feet to the point of beginning; Said parcel of land is lying in the NW 1/4 of NW 1/4 Section 26, Township 21 South, Range 1 West.

PARCEL III:

Commence at the NW corner of Section 26, Township 21 South, Range 1 West and run South 1 degree 44 minutes East along the West boundary of said Section a distance of 849.41

feet to a point; thence turn an angle of 124 degrees 26 minutes to the left and run North 54 degrees 07 minutes East a distance of 825.60 feet to point of beginning; thence continue North 54 degrees 07 minutes East a distance of 60.62 feet to a point; thence turn an angle of 124 degrees 09 minutes to the right and run South 1 degree 27 minutes East a distance of 338.28 feet to the NW right of way line of Southern Railway; thence turn an angle of 55 degrees 34 minutes to the right and run South 54 degrees 07 minutes West along said right of way line a distance of 60.62 feet to a point; thence turn an angle of 124 degrees 26 minutes to the right and run North 1 degree 27 minutes West a distance of 338.28 feet to point of beginning; lying in the NW 1/4 of NW 1/4, Section 26, Township 21 South, Range 1 West. Situated in Shelby County, Alabama.

Inst # 1993-03329

02/04/1993-03329
10:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 17.00

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