

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional
Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Dechert
90 State House Square, 12th Floor
Hartford, CT 06103-3702
Attn: Miriam Schneider, Esq.

THIS SPACE FOR USE OF FILING
OFFICER

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)
ABC-NACO Inc., a Delaware corporation
(f/k/a ABC Rail Products Corporation)
335 Eisenhower Lane South
Lombard, Illinois 60148

Social Security /Tax ID#

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security /Tax ID#

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
ING Furman Selz Investors III LP,
a Delaware limited partnership
55 East 52nd Street
New York, NY 10055

Social Security /Tax ID#

☐ Additional secured parties on attached UCC-E

FILED WITH:

Shelby County Judge of Probate

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:

See Exhibit A and Schedule I attached hereto.

5A. Enter Code(s) From
Back of Form That
Best Describes The
Collateral Covered
By This Filing:

000	101
100	102
200	103
302	
500	
700	

Check X if covered: ☐ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ 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 \$ 2,500,000.00
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 3,750.00

8. ☐ 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)

See Exhibit B attached hereto

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

Signature(s) of Secured Party(ies) or As signee

Signature(s) of Secured Party(ies) or As signee

Type Name of Individual or Business

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

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

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

X

EXHIBIT A

to UCC-1 Financing Statement between ABC-NACO Inc., a Delaware corporation (f/k/a ABC Rail Products Corporation), as Debtor and ING Furman Selz Investors III LP, a Delaware limited partnership, as Secured Party

This financing statement covers and applies to all of Debtor's interests in and to the following extent that they exist now or hereafter in connection with that real property referred to below as the "Property" and more particularly described with the attached Schedule 1:

A. all buildings, structures and other improvements of every kind and description now or hereafter erected, situated, or placed upon the Property (the "Improvements"), together with any and all Personal Property (as defined below) and all attachments now or hereafter owned by Debtor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements, including all extensions of, additions to, betterments, renewals of, substitutions for and replacements for any of the foregoing;

B. all estate, claim, demand, right, title and interest of Debtor now owned or hereafter acquired, including without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to any and all (i) land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Property; (ii) alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Property or the Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Property and the Improvements; (iv) development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Property or any part thereof; and (v) tenements, hereditaments, easements, appurtenances, other, rights, liberties, reservations, allowances and privileges relating to the Property or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claims at law or in equity;

C. all leasehold estates and right, title and interest of Debtor in any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Property or the Improvements or any portion thereof, now or hereafter existing or entered into (collectively "Leases");

D. all rents, issues, profits, royalties, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Property and Improvements under the Leases or otherwise (collectively "Rents"), subject to the right, power and authority to assign, collect and apply the Rents;

E. all right, title and interest of Debtor in and to all options to purchase or lease the Property or the Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Property now owned or hereafter acquired by Debtor;

F. any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Debtor now has or may acquire in the Property and Improvements or other rights, interests or properties comprising the Property now owned or hereafter acquired;

G. all rights of Debtor to any and all plans and specifications, designs, drawings and other matters prepared for any construction on the Property or regarding the Improvements;

H. all rights of Debtor under any contracts executed by Debtor with any provider of goods or services for or in connection with any construction undertaken on or services performed or to be performed in connection with the Property or the Improvements;

I. all right, title and interest of Debtor in and to all the following tangible personal property ("Personal Property") owned by Debtor and now or at any time hereafter located in, on or at the Property or the Improvements and used or useful in connection therewith:

1. all building materials and equipment located upon the Property and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements, (all of which shall be deemed to be included in the Property upon delivery thereto);

2. all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;

3. all window, structural, maintenance and cleaning equipment and rigs; and

4. all fixtures now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Property or the Improvements. All such property owned by Debtor and placed by it on the Property or used in connection with the operation or maintenance shall, so far as permitted by law, be deemed to be part of the real estate constituting and located on the Property. As to any of the property that is not part of such real estate or does not constitute a "fixture", as such term is defined in the Uniform Commercial Code of the State (the "Code"), the Mortgage dated as of the date hereof shall be deemed to be a security agreement under the Code for the purpose of creating hereby a security interest in property, which Debtor hereby grants to Secured Party as "secured party" as defined in the Code. The enumeration of any specific items of Personal Property set forth herein shall in no way exclude or be held to exclude any items of property not specifically enumerated;

J. all the estate, interest, right, title or other claim or demand which Debtor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards").

EXHIBIT B

**to UCC-1 Financing Statement between ABC-NACO Inc., a Delaware corporation (f/k/a
ABC Rail Products Corporation), as Debtor and ING Furman Selz Investors III LP, a
Delaware limited partnership, as Secured Party**

Debtor:

**ABC-NACO INC., a Delaware corporation
(f/k/a ABC Rail Products Corporation)**

By: 

Name: Mark F. Baggio

Title: Vice President, General Counsel and
Secretary

SCHEDULE 1

to UCC-1 Financing Statement between ABC-NACO Inc., a Delaware corporation (f/k/a ABC Rail Products Corporation), as Debtor and ING Furman Selz Investors III LP, a Delaware limited partnership, as Secured Party

**1480 Woodbine Avenue
Calera, Alabama**

Legal Description:

Parcel I

A parcel of land situated in part of Sections 20 and 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southwest corner of Section 21, Township 22 South, Range 2 West, and run in a northerly direction along the West line of said Section, a distance of 755.27 feet to the northwesterly right-of-way line of the Southern Railroad, being the Point of Beginning; thence 69 degrees 09 minutes right, in a northeasterly direction, along said right-of-way, a distance of 292.32 feet; thence 0 degrees 01 minute right in a northeasterly direction along said right-of-way a distance of 2064.00 feet; thence 86 degrees 46 minutes left, in a northwesterly direction, a distance of 175.28 feet to the Southern right-of-way line of Woodbine Avenue; thence 93 degrees 14 minutes left, in a southwesterly direction along said right-of-way line, a distance of 185.00 feet; thence 114 degrees 40 minutes right, in a northerly direction, a distance of 454.68 feet; thence 90 degrees 00 minutes left, in a westerly direction, a distance of 643.51 feet; thence 19 degrees 45 minutes 20 seconds right, in a northwesterly direction, a distance of 54.95 feet; thence 70 degrees 14 minutes 40 seconds right, in a northerly direction, a distance of 440.00 feet; thence 45 degrees 00 minutes left, in a northwesterly direction, a distance of 200.00 feet; thence 45 degrees 00 minutes left, in a westerly direction, a distance of 493.74 feet; thence 45 degrees left, in a southwesterly distance of 329.67 feet to the easterly right-of-way line of 18th Street; thence 45 degrees left, in a southerly direction along said right-of-way line, a distance of 484.27 feet; thence 90 degrees right, in a westerly direction, a distance of 260.00 feet; thence 90 degrees right, in a northerly direction, a distance of 51.53 feet; thence 90 degrees left, in a westerly direction, a distance of 435.34 feet; thence 90 degrees 08 minutes left, in a southerly direction, a distance of 556.79 feet; thence 90 degrees 08 minutes right, in a westerly direction, a distance of 450.94 feet; thence 90 degrees left, in a southerly direction, a distance of 304.00 feet; thence 90 degrees right, in a westerly direction, a distance of 310.00 feet; thence 108 degrees 08 minutes 50 seconds left, in a southeasterly direction, a distance of 293.40 feet; thence 3 degrees 21 minutes 20 seconds right, in a southeasterly direction, a distance of 203.00 feet; thence 9 degrees 16 minutes 30 seconds left, in a southeasterly direction, a distance of 210.18 feet; thence 2 degrees 18 minutes 40 seconds left, in a southeasterly direction, a distance of 95.74 feet; thence 90 degrees 19 minutes 20 seconds left, in a northeasterly direction, a distance of 357.29 feet; thence 90 degrees 01 minute right, in a southeasterly direction, a distance of 210.01 feet to said northwesterly right-of-way line of the Southern Railroad; thence 90 degrees left, in a northeasterly direction along said right-of-way line, a distance of 480.14 feet to the Point of Beginning.

THERE IS EXCEPTED HEREFROM THE FOLLOWING DESCRIBED PARCEL:

All that certain piece, tract or parcel of land situated in Section 21 Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said Section 21; thence in a northerly direction along the West line of said Section 21, a distance of 755.27 feet to the intersection with the Northwestern right of way line of the Southern Railroad; thence 69 deg. 09 min. right, in a northeasterly direction along said right of way line, a distance of 137.00 feet to the point of beginning, said point also being that certain point of beginning as described in Deed Book 343 page 492, in the Office of the Judge of Probate in Shelby County, Alabama; thence continue along last described course a distance of 155.32 feet; thence 00 deg. 01 min. right, a northeasterly direction along said right of way line, a distance of 571.48 feet; thence 90 deg. left, in a northwesterly direction, a distance of 255.00 feet; thence 90 deg. left, in a southwesterly direction, a distance of 257.00 feet; thence 90 deg. right, in a northwesterly direction, a distance of 65.97 feet; thence 89 deg. 56 min. left, in a southwesterly direction, a distance of 469.80 feet; thence 90 deg. 04 min. left, in a southeasterly direction, a distance of 321.57 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II

A parcel of land situated in Section 21, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of said Section 21; thence in a northerly direction along the West line of said Section 21, a distance of 755.27 feet to the intersection with the Northwestern right of way line of the Southern Railroad; thence 69 deg. 09 min. right, in a northeasterly direction along said right of way line, a distance of 137.00 feet to the point of beginning, said point also being that certain point of beginning as described in Deed Book 343 page 492, in the Office of the Judge of Probate in Shelby County, Alabama; thence continue along last described course a distance of 155.32 feet; thence 00 deg. 01 min. right, in a northeasterly direction along said right of way line, a distance of 571.48 feet; thence 90 deg. left, in a northwesterly direction a distance of 255.00 feet; thence 90 deg. left, in a southwesterly direction, a distance of 257.00 feet; thence 90 deg. right, in a northwesterly direction, a distance of 65.97 feet; thence 89 deg. 56 min. left, in a southwesterly direction, a distance of 469.80 feet; thence 90 deg. 04 min. left, in a southeasterly direction, a distance of 321.57 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel Numbers: 58-28-05-21-2-002-022
58-28-05-21-2-002-022-001
58-28-05-21-2-002-022-002
58-28-04-20-4-001-001
58-28-05-21-3-001-004
58-28-05-21-2-201-021
58-28-05-21-3-001-003
58-28-04-20-1-001-014
58-28-05-21-2-201-020
58-28-05-21-3-001-002
58-28-05-21-3-001-001
58-28-05-21-2-201-022
58-28-05-21-2-002-021

Inst # 2001-19911

149811.1.49 04/30/01 3:27 PM

Schedule 1 05/17/2001-19911
08:58 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 NEL 24.00