

20051017000540530 1/6 \$36.00
Shelby Cnty Judge of Probate, AL
10/17/2005 03:42:22PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Liz Corrigan @ 205-458-5259

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Liz Corrigan
Burr & Forman LLP
3100 SouthTrust Tower
Birmingham, Alabama 35203**

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						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
	Guarnieri		James	W.	Jr.	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
140 County Road 69			Chelsea	AL	35043	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> 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	
	Guarnieri		Sherrie	S.		
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
140 County Road 69			Chelsea	AL	35043	USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> 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						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
	ServisFirst Bank					
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
3300 Cahaba Road			Birmingham	AL	35223	USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of Collateral. See Exhibit A attached hereto for description of real estate.

This financing statement is being filed in connection with a Mortgage and Security Agreement being filed simultaneously herewith, on which the appropriate mortgage tax has been paid.

This financing statement should be cross-indexed in the real estate records.

5. ALTERNATIVE DESIGNATION [if applicable]	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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]			<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
Shelby County, Alabama						

20051017000540530 2/6 \$36.00
Shelby Cnty Judge of Probate, AL
10/17/2005 03:42:22PM FILED/CERT

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		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
Guarnieri	James	W.

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 <input type="checkbox"/> 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:

See Exhibit A attached hereto for description of real estate.

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

SCHEDULE "A" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF COLLATERAL)

"Collateral" means the following assets of Debtors, wherever located and whether now owned or hereafter acquired: (A) the Pledged Collateral; (B) the Mortgaged Property; (C) any and all other assets of Debtors of any kind, nature or description and which are intended to serve as Collateral under any one or more of the Security Documents; and (D) all interest, dividends, Proceeds (including, but without limitation, insurance proceeds), products, rents, royalties, issues and profits of any of the property described above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by Secured Party for or on behalf of Debtors in substitution for or in addition to any of said property.

As used in this Schedule "A", all capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement between RJJ, LLC and Secured Party (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply).

As used herein, unless the context clearly requires to the contrary, terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Alabama (except in cases and with respect to Collateral when the perfection, the effect of perfection or nonperfection, and the priority of a Lien in the Collateral is governed by another Jurisdiction, in which case such capitalized words and phrases shall have the meanings attributed to those terms under such other Jurisdiction), and as used herein:

"Mortgaged Property" means all of each Debtor's right, title and interest, of whatever kind, nature or description, whether now existing or hereafter acquired, in the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by any Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any

of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Debtor;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of any Debtor of, in and to the same; and

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

"Pledged Collateral" means (a) the Equity Interests listed on Exhibit B attached hereto, the Proceeds thereof and any earnings thereon, and (b) any cash, options, instruments, shares or securities, dividends, distributions, rights or other property at any time and from time to time receivable or otherwise distributable in respect of, in exchange for, or in substitution of, any and all such securities, together with the proceeds thereof.

EXHIBIT A

LEGAL DESCRIPTION

Situated in the County of Shelby and the State of Alabama:

A portion of the Northwest quarter of the Southwest quarter of Section 8, Township 20 South, Range 1 West, Huntsville Principal Meridian, more particularly described as follows: Begin at the Northwest corner of said Northwest quarter of Southwest quarter, thence run East along the North line of said Northwest quarter of Southwest quarter a distance of 410.5 feet to the centerline of Shelby County Highway Number 69; thence run Southeasterly along centerline of said Highway 69 for a distance of 157.5 feet to a point; thence turn right 79 degrees 18 minutes and run Southwesterly for a distance of 148.8 feet to a point; thence with an interior angle of 169 degrees 50 minutes continue Southwesterly for a distance of 404.3 feet to a point on the West line of said Northwest quarter of Southwest quarter; thence run North along said West line of Northwest quarter of Southwest quarter a distance of 458.4 feet to the Northwest corner of said Northwest quarter of Southwest quarter and being the point of beginning. There is excepted from this conveyance that part of Shelby County Highway Number 69 right of way that is within above described parcel. There is also excepted a 30 foot wide strip along the South line of above described parcel; said strip being the North one-half of a 60 foot wide road right-of-way heretofore reserved by grantor.



20051017000540530 6/6 \$36.00
Shelby Cnty Judge of Probate, AL
10/17/2005 03:42:22PM FILED/CERT

EXHIBIT "B" TO UCC-1 FINANCING STATEMENT
(DESCRIPTION OF PLEDGED EQUITY INTERESTS)

<u>Name of Issuer</u>	<u>Type of Security</u>	<u>Number of Shares</u>	<u>Certificate Number</u>	<u>Owner of Equity Interest</u>
BSE Industrial Contractors, Inc.	Voting Common Stock	100	2	Randy B. Whisonant
BSE Industrial Contractors, Inc.	Voting Common Stock	80	3	James W. Guarnieri
BSE Industrial Contractors, Inc.	Voting Common Stock	20	4	Jeanne W. Trammell
Birmingham Steel Erectors, Inc.	Voting Common Stock	125	3	Randy B. Whisonant
Birmingham Steel Erectors, Inc.	Voting Common Stock	100	4	James W. Guarnieri
Birmingham Steel Erectors, Inc.	Voting Common Stock	25	5	Jeanne W. Trammell