

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

20080808000320380 1/7 \$38.00
Shelby Cnty Judge of Probate, AL
08/08/2008 12:34:58PM FILED/CERT

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

Evelyn Sumpter (205) 521-8608

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ray D. Gibbons, Esq.
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203-2119

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						
Peltown Realty LLP						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
10 Cross Creek Trail			Pelham	AL	35124	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any	
		lim. lia. part.	Alabama		☒ 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						
First Commercial Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
800 Shades Creek Parkway			Birmingham	AL	35209	USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of collateral.

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

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. See Instruction Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

Shelby County, AL - Fixture Filing (F0802-098223)

UCC FINANCING STATEMENT ADDENDUM

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

OR	9a. ORGANIZATION'S NAME Peltown Realty, LLP		
	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

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d.	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)

OR	12a. ORGANIZATION'S NAME				
	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 Public-Finance Transaction — effective 30 years

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

“Collateral” means all of the assets of each Borrower of every kind, nature and description, wherever located, whether now owned or hereafter acquired (other than interests in any Bank Swap Documents), and including the following: (A) all amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower, of any Deposit Accounts or other account with Bank; (B) the Mortgaged Property; (C) the Assigned Leases and the other Assigned Agreements; (D) all of Borrower’s assets which are or may be subject to Article 9 of the Uniform Commercial Code, together with all replacements therefore, additions and accessions thereto, and proceeds (including, but without limitation, insurance proceeds) and products thereof, including, without limitation, the following: Accounts; Chattel Paper; Commercial Tort Claims; Deposit Accounts; Documents; Equipment; General Intangibles; Goods; Instruments; Intellectual Property Rights; Inventory; Investment Property; Letter-of-Credit Rights; Payment Intangibles; Software; Supporting Obligations; rights as seller of Goods and rights to returned or repossessed Goods; all existing and future leases and use agreements of personal property entered into by Borrower as lessor with other Persons as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements; any existing and future leases and use agreements of personal property entered into by Borrower as lessee with other Persons as lessors, including without limitation the leasehold interest of Borrower in such property, and all options to purchase such property or to extend any such lease or agreement; Fixtures; all moneys of Borrower and all bank accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same; all claims of Borrower in any pending litigation and/or claims for any insurance proceeds; (E) all Records pertaining to any of the Collateral; (F) any and all other assets of any Borrower Party of any kind, nature, or description and which are intended to serve as collateral for the Loans under any one or more of the Security Documents; and (G) all interest, dividends, Proceeds, products, rents, royalties, issues and profits of any of the property described above, including, without limitation, all monies due and to become due with respect to such property, together with all right to receive the same, and all notes, certificates of deposit, checks and other instruments and property from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower Party in substitution for or in addition to any of said property.

As used in this Schedule “A”, “Borrower” shall mean each Debtor, and “Bank” shall mean the Secured Party, and other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement among Debtors and Secured Party (as amended from time to time, the “Credit Agreement”). 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:

"Accounts", "Chattel Paper", "Commercial Tort Claims", "Deposit Accounts", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-Credit Rights", "Payment Intangibles", "Proceeds", "Supporting Obligations", and other terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code.

"Assigned Agreements" the Assigned Leases and all other leases, contracts, agreements, Documents, Instruments and Chattel Paper included in the Collateral.

"Assigned Leases" means the Vulcan/Peltown Lease and all other 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, including the Rents.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Rents" means 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 Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Leases as of the date of entry of such order for relief.

"Vulcan/Peltown Lease" means any lease between Peltown Realty LLP, as landlord, and Vulcan Threaded Products, Inc., as tenant, as amended from time to time.

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

All of each Borrower's Interest in and to 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, located in Shelby County, Alabama, 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 Borrower 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 Borrower;

(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 Borrower 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.

EXHIBIT "A"
(DESCRIPTION OF LAND)


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PARCEL I:

Commence at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence South 01 deg. 31' 57" East along the West line of said 1/4 - 1/4 section, a distance of 174.15 feet to a point; thence run South 72 deg. 53' 37" East a distance of 286.62 feet to a steel rebar corner on the Southerly margin of Crosscreek Trail and the point of beginning of the property, Parcel I, being described; thence run South 89 deg. 55' 46" West along said margin of said Crosscreek Trail a distance of 103.25 feet to the P.C. (point of curvature, beginning point of a curve) of a curve to the right having a central angle of 29 deg. 41' 33" and a radius of 662.59 feet; thence run Northwesterly along the arc of said curve an arc distance of 343.38 feet to the P.T. (point of tangency, end of curve) of said curve; thence run North 61 deg. 00' 01" West along said margin of said Crosscreek Trail a distance of 478.65 feet to a corner on the Southerly margin of said Crosscreek Trail and in the centerline of Bishop Creek; thence run along the centerline of Bishop Creek the following thirty (30) calls: South 16 deg. 32' 25" West 51.54 feet to a corner; thence South 11 deg. 19' 01" East 97.84 feet to a corner; thence South 06 deg. 26' 44" West 46.05 feet to a corner; thence South 59 deg. 41' 01" West 80.41 feet to a corner; thence South 87 deg. 38' 56" West 63.20 feet to a corner; thence North 43 deg. 46' 49" West 212.53 feet to a corner; thence North 49 deg. 33' 58" West 72.48 feet to a corner; thence North 64 deg. 02' 57" West 72.51 feet to a corner; thence North 54 deg. 53' 38" West 85.83 feet to a corner; thence North 51 deg. 41' 28" West 111.86 feet to a corner; thence North 43 deg. 42' 15" West 78.03 feet to a corner; thence North 18 deg. 57' 42" West 73.32 feet to a corner; thence North 40 deg. 16' 22" West 52.37 feet to a corner; thence North 49 deg. 11' 46" West 62.95 feet to a corner; thence North 60 deg. 38' 51" West 43.16 feet to a corner; thence North 76 deg. 03' 57" West 43.92 feet to a corner; thence South 74 deg. 17' 41" West 39.08 feet to a corner; thence South 50 deg. 29' 01" West 40.63 feet to a corner; thence South 28 deg. 04' 40" West 53.28 feet to a corner; thence South 34 deg. 47' 19" West 61.53 feet to a corner; thence South 24 deg. 40' 59" West 84.07 feet to a corner; thence South 21 deg. 37' 02" West 44.25 feet to a corner; thence South 19 deg. 57' 40" West 58.77 feet to a corner; thence South 11 deg. 10' 34" West 64.69 feet to a corner; thence South 16 deg. 57' 10" West 68.80 feet to a corner; thence South 01 deg. 07' 55" West 63.48 feet to a corner; thence South 05 deg. 42' 43" East 75.59 feet to a corner; thence South 09 deg. 44' 31" East 103.74 feet to a corner; thence South 14 deg. 31' 34" East 84.98 feet to a corner; thence South 18 deg. 17' 34" East 34.42 feet to a corner; thence run South 89 deg. 57' 31" East out of creek and overland a distance of 449.17 feet to a steel property corner; thence run South 49 deg. 26' 34" East a distance of 299.32 feet to a steel property corner; thence run North 89 deg. 54' 46" East a distance of 968.04 feet to a steel property corner; thence run North 21 deg. 55' 36" East a distance of 109.72 feet to a property corner; thence run North 34 deg. 05' 50" East a distance of 252.80 feet to a property corner on the Southerly margin of Crosscreek Trail, a public street in the City of Pelham, Alabama and the point of beginning.

PARCEL II:

Beginning at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama and run thence North 89 deg. 54' 17" East along the North line of said 1/4 - 1/4 section a distance of 485.52 feet to a found rebar corner; thence run South 00 deg. 07' 22" East a distance of 199.97 feet to a found rebar corner on the Northerly margin of Crosscreek Trail, a public street in Pelham, Alabama; thence run North 89 deg. 52' 51" West along said margin of said Crosscreek Trail a distance of 310.67 feet to the P.C. (point of curvature, beginning point of a curve) of a curve to the right having a central angle of 29 deg. 41' 33" and a radius of 602.59 feet; thence run Northwesterly along the arc of said curve an arc distance of 312.28 feet to the P.T. (point of tangency, end point of a curve) of said curve; thence run North 61 deg. 00' 01" West along said margin of said Crosscreek Trail a distance of 489.72 feet to a point in the centerline of Bishop Creek; thence run North 23 deg. 36' 00" East along centerline of said creek a distance of 158.48 feet to a corner; thence run North 30 deg. 07' 19" East along centerline of said creek a distance of 195.36 feet to a corner; thence run North 23 deg. 21' 21" East along centerline of said creek a distance of 101.21 feet to a corner; thence run North 15 deg. 19' 58" East along centerline of said creek a distance of 132.17 feet to a corner; thence run North 17 deg. 43' 07" East along centerline of said creek a distance of 116.37 feet to a corner; thence run North 26 deg. 25' 55" East along centerline of said creek a distance of 89.32 feet to a corner; thence run North 33 deg. 21' 45" East along centerline of said creek a distance of 111.68 feet to a corner; thence run North 49 deg. 51' 00" East along centerline of said creek a distance of 91.15 feet to a corner; thence run North 57 deg. 42' 31" East along centerline of said creek a distance of 96.26 feet to the intersection of said centerline of said creek with the East line of the Northeast 1/4 of the Northwest 1/4 of same said Section 12, thence run South 01 deg. 31' 57" East along the East line of said Northeast 1/4 of the Northwest 1/4 of Section 12 a distance of 1047.23 feet to the point of beginning.