

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ray D. Gibbons, Esq.
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203



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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
	Striplin	Larry	D.	Jr.
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2924 3rd Avenue South		Birmingham	AL	35233
				COUNTRY
				USA
	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
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
	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	Wells Fargo Bank, National Association			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
P.O. Box 2554		Birmingham	AL	35290
				COUNTRY
				USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of collateral.

This financing statement is filed as additional security in connection with a Mortgage and Security Agreement recorded in the office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20030604000344630, 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 ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Filed with Shelby County Judge of Probate (W0202-096259)

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

Striplin

FIRST NAME

Larry

MIDDLE NAME, SUFFIX

D., Jr.

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.

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:

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 FINANCING STATEMENT
(DESCRIPTION OF COLLATERAL)

"Collateral" means all of Borrower's interest of whatever kind, nature or description in and to the following assets, wherever located, whether now owned or hereafter acquired: (A) the Mortgaged Property (including all fixtures now or hereafter located on the Mortgaged Property); (B) the Assigned Agreements; (C) 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; (D) all Records pertaining to any of the Collateral; (E) the Pledged Collateral; (F) any and all other assets of Borrower 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 and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean the Debtor, and "Bank" shall mean the Secured Party; and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Amended, Restated and Consolidated Credit Agreement dated as of May 16, 2003 (as amended from time to time, the "Credit Agreement") among Borrower, Tri-Tech Services, Inc. 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:

"Accounts", "Chattel Paper", "Contract Rights", "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 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).

"Assigned Agreements" means all leases, contracts, agreements, Documents, Instruments and Chattel Paper included in the Collateral (including the Mortgaged Property Documents).

"Assigned Leases" means 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, including the Rents.

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

"Mortgaged Property Documents" means (i) the Assigned Leases; (ii) any and all other agreements entered into by Borrower with any Person relating to the Mortgaged Property; (iii)

any and all Governmental Approvals with respect to the Mortgaged Property; and (iv) any and all operating, service, supply, and maintenance contracts with respect to the Mortgaged Property.

"Pledged Collateral" means all of Borrower's right, title and interest of whatever kind, nature or description, whether now existing or hereafter arising in and to the following: (a) account numbers 8136-9098 and 8145-7981 with Wells Fargo Advisors, LLC, including any securities comprising all or any part thereof, the proceeds thereof and any earning 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 of the foregoing, together with the proceeds thereof.

"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.



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SCHEDULE "A-1" TO UCC FINANCING STATEMENT
(DESCRIPTION OF MORTGAGED PROPERTY, LAND & IMPROVEMENTS)

All of Borrower's right, title and 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, 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 and Dallas County, Alabama, more particularly described in Exhibits A-1 and A-2 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 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 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 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.



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EXHIBIT A-1

LEGAL DESCRIPTION OF SHELBY COUNTY LAND

PARCEL I:

Lot 113, according to the Survey of Shoal Creek Subdivision, as recorded in Map Book 6, page 150, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 114-A, according to a Resurvey of Lots 114, 118, 119, 120, 129, 130, 137, 138 and 143, Shoal Creek, as recorded in Map Book 7, page 20, in the Probate Office of Shelby County, Alabama.

PARCEL III:

Lot 115, according to the Survey of Shoal Creek Subdivision, as recorded in Map Book 6, page 150, in the Probate Office of Shelby County, Alabama.



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EXHIBIT A-2

LEGAL DESCRIPTION OF DALLAS COUNTY LAND

PARCEL IV:

Site No. 7 as shown on a map of Industrial Site No. 7, McCormick Industrial Park, Selma, Dallas County, Alabama, recorded in Map Book 5, page 308 in the Probate Office of Dallas County, Alabama, and being a part of Tracts U, V & W of Featherstone Lands as shown on a map which is recorded in Map Book 1, at page 128 in said Probate Office and lying and being in the SE 1/4 of the NW 1/4 of Section 26, Township 17 North, Range 10 East, in the City of Selma, Dallas County, Alabama.

PARCEL V:


Industrial Site No. 8, McCormick Industrial Park, as shown by a map of said Site, recorded in Map Book 6, page 59 in the Probate Office of Dallas County, Alabama, lying partly in the SE 1/4 of the NW 1/4 and partly in the NE 1/4 of the SW 1/4, all in Section 26, Township 17 North, Range 10 East, Dallas County, Alabama.

LESS AND EXCEPT THE FOLLOWING:

Beginning at an iron pipe at the Southwest corner of Site No. 8, McCormick Industrial Park, Selma, Alabama, recorded in Map Book 6 at page 59 in the Probate Office of Dallas County, Alabama; thence run South 33°27' East along the South line of said Site No. 8 for 210.4 feet; thence run North 54°28' East along a line parallel with the South margin of Ravenwood Drive for 255.6 feet; thence run North 35°32' West for 210.25 feet to the South margin of said Ravenwood Drive; thence South 54°28' West along said South margin for 247.9 feet to the point of beginning.

PARCEL VI - A:

Beginning at the center of Section 26, Township 17 North, Range 10 East, run East along the quarter section line for 1145 feet to Valley Creek; thence run in a Southwesterly direction along Valley Creek for 1225 feet, more or less, to a branch; thence run in a Westerly direction, a little North of West, along the said branch for 500 feet, more or less, to the North and South quarter section line of Section 26, Township 17 North, Range 10 East; thence run North along said quarter section line for 885 feet to the point of beginning; the said lands being in the Northwest quarter of the Southeast quarter of Section 26, Township 17 North, Range 10 East; a plat of said land is recorded in the Probate Office of Dallas County, Alabama, in Record Book 374 at page 197; being the same land conveyed to H. L. Wilson, being one and the same person as Howard L. Wilson, by a deed dated September 2, 1946, filed for record in the Probate Office of Dallas County, Alabama, in Record Book 374, page 194.


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PARCEL VI - B:

Beginning at a point on the West line of the SE 1/4 of Section 26, Township 17 North, Range 10 East, where the centerline of a branch intersects said west line; thence run Southwardly, a distance of 78 feet to a fence now standing; thence run Eastwardly along said fence for 200 feet, to a pecan tree located in front of a barn, which pecan tree is 80 feet south of the center of said branch; thence run Eastwardly 185 feet, along said fence to another pecan tree, which pecan tree is 14 feet south of the center of said branch; thence run Eastwardly for 128 feet to the West margin of an old road-bed; thence run Northwardly, along the West margin of said old road-bed 32 feet to the center of said branch; thence run Westwardly, along the center of said branch to the point of beginning; the same being a part of the lands conveyed by Vera I. Galore, and Willie Virgil Gaylore to C. W. Horton by deed dated December 27, 1944, and recorded in Book 358, page 266 in the Probate Office of Dallas County, Alabama, being the same land conveyed to H. L. Wilson, being one and the same person as Howard L. Wilson, by deed dated October 1, 1951, filed for record in the Probate Office of Dallas County, Alabama, in Record Book 435, at page 390.

PARCEL VII:

All that part of the NE ¼ of Section 26, Township 17 North, Range 10 East, Selma, Alabama, Dallas County, Alabama, which lies South and West of Valley Creek.



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