

20110301000068750 1/9 \$43.00
Shelby Cnty Judge of Probate, AL
03/01/2011 01:49:13 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Lucas B. Gambino, 205-254-1219

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Lucas B. Gambino, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
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

OR	1a. ORGANIZATION'S NAME Glidewell Specialties Foundry Company					
	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 600 Foundry Road			CITY Calera	STATE AL	POSTAL CODE 35040	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any <input checked="" 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

OR	2a. ORGANIZATION'S NAME					
	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	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)

OR	3a. ORGANIZATION'S NAME IBERIABANK					
	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2340 Woodcrest Place			CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I, Schedule II, Schedule III and Exhibit A attached hereto and made a part hereof.

TO BE FILED IN: The Office of the Shelby County Judge of Probate

5. ALTERNATIVE DESIGNATION [If applicable]: ☐ LESSEE/LESSOR ☐ COSIGNEE/COSIGNOR ☐ 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. Check to REQUEST SEARCH REPORT(S) on Debtor(s) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
[ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA
10682-72

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

02101682.1

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



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

OR	9a. ORGANIZATION'S NAME Glidewell Specialties Foundry Company		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (11a or 11b) – do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME		
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	
11c. MAILING ADDRESS			CITY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION

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	
12c. MAILING ADDRESS			CITY

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 attached Exhibit A

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 I
TO
FINANCING STATEMENT**


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This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

Improvements. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

Personal Property. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit to which this financing statement relates have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

Rents and Leases. All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

Insurance Policies. All policies of hazard insurance now or hereafter in effect that insure the Real Property, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

Litigation Awards. All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

General Intangibles and Agreements. (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (other than Excluded Contracts, as such term is defined in the Mortgage) (including leasing,

construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

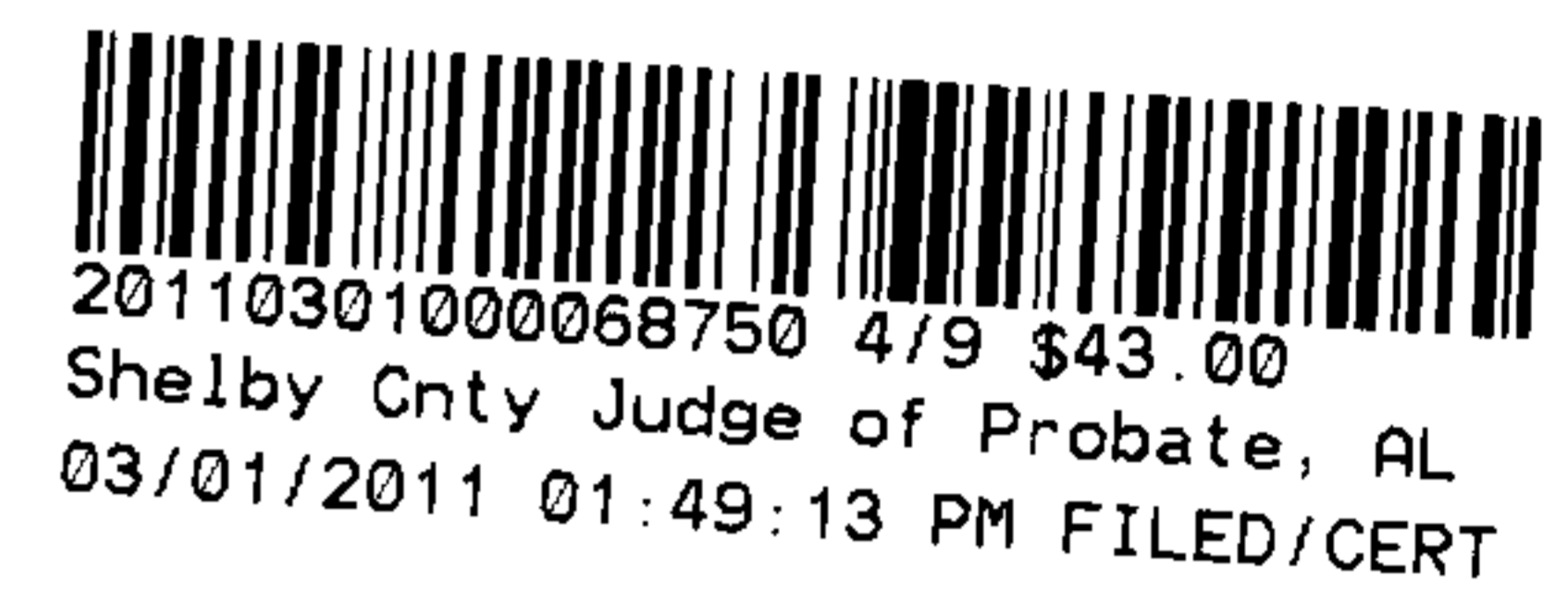
Supplemental Documents. All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

Proceeds. All proceeds of any of the foregoing.

As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.



**SCHEDULE II
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:


(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Borrower is the lessor or sublessor (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Borrower of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Borrower may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Borrower for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Borrower may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Borrower in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, **Borrower** means the debtor(s) described in this financing statement.


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SCHEDULE III
TO FINANCING STATEMENT

The property covered by this financing statement includes all the Borrower's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Borrower, and whether now existing or hereafter incurred, created, arising or entered into:

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of the Borrower, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts, Contracts (other than Excluded Contracts) and General Intangibles of the Borrower;
- (c) all of the Borrower's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (d) all moneys of the Borrower, all Deposit Accounts of the Borrower in which such moneys may at any time be on deposit or held, all investments or securities of the Borrower in which such moneys may at any time be invested and all certificates, instruments and documents of the Borrower from time to time representing or evidencing any such moneys;
- (e) any other property of the Borrower now or hereafter held by the Lender or by others for the Lender's account;
- (f) all interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing granting clauses, whether paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code, and all instruments delivered to the Lender in substitution for or in addition to any such property; and
- (g) all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing paragraphs.

Definitions

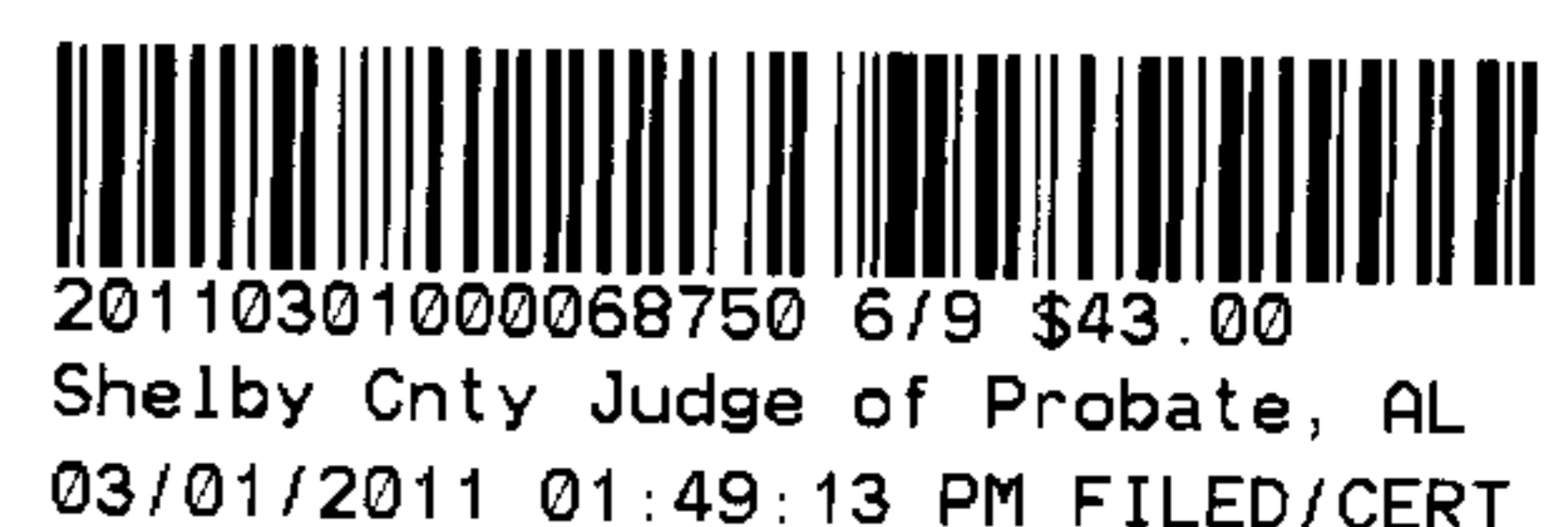
As used in this Schedule III the following terms shall have the respective meanings assigned to them as follows:

Account Debtor includes any buyer or lessee of Inventory from the Borrower, any customer for whom services are rendered or materials furnished by the Borrower, any other person obligated to the Borrower on an Account and all "account debtors" as defined in Article 9 of the UCC

Accounts means any and all rights of the Borrower to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter of credit and whether or not earned by performance, including a right to payment for goods sold, leased, or licensed or for services rendered by the Borrower, a right to any amount payable under a Contract or a monetary obligation and all "accounts" as defined in Article 9 of the UCC.

Borrower means the debtor(s) described in this Financing Statement.

Contracts means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters of credit and chattel paper (tangible or electronic) of the Borrower, including any of the same that relate to any Equipment, Fixtures, Inventory, General Intangibles or other property described in the granting clauses set out in Section 2.1 of the Security Agreement, or secure any Accounts, or in connection with which Accounts exist or may be created.



Deposit Accounts means all bank accounts and other deposit accounts and lock boxes of the Borrower, including any of the same established for the benefit of the Lender and all "deposit accounts" as defined in Article 9 of the UCC,.

Equipment means all of the Borrower's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9 of the UCC) and tangible personal property of every kind and nature (other than Inventory and Fixtures), all improvements, additions, accessions and appurtenances thereto and all "equipment" as defined in Article 9 of the UCC.

Excluded Contract means any contract to the extent that assignment thereof or the granting of a security interest thereon by the Borrower is prohibited by the terms of such contract or by applicable law.

Fixtures means all goods of the Borrower that become so related to particular real estate that an interest in them arises under real estate law, including any such goods affixed to the real estate described in Exhibit A.

General Intangibles means all choses in action, things in actions, causes of action and other assignable intangible property of the Borrower of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, good will, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter of credit or other security held by or granted to the Borrower to secure payment of Accounts and Contracts, and all "general intangibles" as defined in Article 9 of the UCC.

Inventory means all goods, merchandise and other personal property held by the Borrower for sale, lease or license furnished or to be furnished by the Borrower under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in the Borrower's present or any future business, and all such property returned to or repossessed or stopped in transit by the Borrower, whether in transit or in the constructive, actual or exclusive possession of the Borrower or of the Lender or held by the Borrower or any other person for the Lender's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of the Borrower or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, and all "inventory" as defined in Article 9 of the UCC.

Investment Property means all of the Borrower's certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts and all "investment property" as defined in Article 8 and 9 of the UCC.

Leases means (1) all leases and use agreements of personal property entered into by the Borrower as lessor with other persons as lessees, and all rights of the Borrower under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code; and (2) all leases and use agreements of personal property entered into by the Borrower as lessee with other persons as lessor, and all rights, titles and interests of the Borrower thereunder, including the leasehold interest of the Borrower in such property and all options to purchase such property or to extend any such lease or agreement.

Lender means the secured party described in this Financing Statement.

Security Agreement means that certain Security Agreement (General) dated February 1, 2011 between Glidewell Specialties Foundry Company, an Alabama corporation, as debtor, and IBERIABANK, a Louisiana state bank, as secured party.

Tangible Property means all Equipment, Fixtures Inventory and other tangible personal property of the Borrower.

EXHIBIT A

(Land Description)

A part of "Dunstan's Survey of Calera" and certain adjacent unsubdivided lands as shown hereon and described by metes and bounds as follows:

Beginning at a steel rebar corner that represents the Northeast corner of the intersection of 21st Avenue and the East line of the 20 foot wide alleyway between 2nd and 3rd Streets in Block 236 of Dunstan's Map of Calera as recorded in the Office of the Probate Judge of Shelby County, Alabama and in the Office of the City Clerk of Calera, Alabama and run thence South 88 degrees 57 minutes 34 seconds East along the South margin of 21st Avenue a distance of 481.97 feet to a steel rebar corner set by Alabama licensed land surveyor Brad Lucas, licensed No. 23005, as an agreed boundary line between Glidewell Foundry and Alabama Dynamics Company; thence run South 00 degrees 52 minutes 56 seconds East a distance of 462.27 feet to a found one inch solid bar corner, Thence run North 89 degrees 08 minutes 28 seconds East a distance of 624.34 feet to a found concrete monument corner; thence run South 79 degrees 04 minutes 53 seconds East a distance of 14.95 feet to a found concrete monument corner on the West right of way line of Interstate Highway No. 65 (I-65), thence run South 09 degrees 27 minutes 44 seconds East along said right of way line of I-65 a distance of 495.45 feet to a steel rebar corner on the Northerly right of way line of the CSX railroad right of way; thence run South 86 degrees 32 minutes 39 seconds West along said right of way line a distance of 888.36 feet to the P.C. of a curve to the right having a central angle of 21 degrees 28 minutes 46 seconds and a radius of 1,003.36 feet; thence run west-northwesterly along the arc of said railroad curve an arc distance of 376.15 feet to a steel rebar corner; thence run North 03 degrees 16 minutes 59 seconds West a distance of 53.22 feet to a steel rebar corner; thence run north 89 degrees 14 minutes 12 seconds East a distance of 50.00 feet to a steel rebar corner; Thence run North 00 degrees 23 minutes 36 seconds East a distance of 865.80 feet to the point of beginning. Less and except the right of way of Foundry Road. Situated in Shelby County, Alabama.

Also known as:

Parcel I


Lots 1, 2, 3, 4, 5, 6, 7 and 8, in Block 239, according to J. H. Dunstan's Map of the Town of Calera, which is on file in the Probate Office of Shelby County, Alabama.

Parcel II

Lots 9, 10, 11, 12, 13, 14, 15 and 16, in Block 238, according to J. H. Dunstan's Map of the Town of Calera, which is on file in the Probate Office of Shelby County, Alabama.

Parcel III


All of the SE 1/4 of the NE 1/4 of Section 2, Township 24 North, Range 13 East, lying North of the Louisville & Nashville Railroad right of way and West of a line 666 feet West of the NE corner of said 1/4-1/4, being more particularly described as follows: Begin at the Northwest corner of said SE 1/4 of the NE 1/4 of Section 2, Township 24 North, Range 13 East, Shelby County, Alabama; thence run Easterly along the North line of said 1/4-1/4 a distance of 635.61 feet to a point; thence 85 degrees 41 minutes 59 seconds to the right and run Southerly 145.81 feet to a point on the North right of way line of the Louisville & Nashville Railroad (Spur Track); thence 90 degrees 05 minutes 18 seconds right and run Westerly along said right of way line a distance of 406.81 feet to the P.C. (Point of Curvature, beginning Point of a Curve) of a railroad curve to the right having a central angle of 25 degrees 20 minutes and a radius of 1,003.36 feet; thence run West-Northwesterly along said right of way curve a distance of 443.64 feet to a point on the West line of said SE 1/4 of the NE 1/4; thence Northerly along the said West line of said 1/4-1/4 a distance of 82.61 feet to the point of beginning, being situated in Shelby County, Alabama.


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Parcel IV

2nd Street from the South City limits line, North to the North Right-of-Way line of 22nd Avenue, lying between Lots 1-8, in Block 239 and Lots 9-16, in Block 238, of the Dunstan's Map of the Town of Calera.

ALSO: A 20 foot alley in Block 238, Dunstan's Map of the Town of Calera, lying between Lots 9-16 and Lots 1-8 of Block 238, of J. H Dunstan's Map of the Town of Calera and running from the South City limits Northerly to 22nd Avenue.


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