

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Liz Gibbons
B. E-MAIL CONTACT AT FILER (optional) lgibbons@gibbonsgraham.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Liz Gibbons Gibbons Graham LLC 100 Corporate Parkway, Suite 125 Birmingham, Alabama 35242</div>



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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Morris-Shea Bridge Company, Inc.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 609 South 20th Street	CITY Irondale	STATE AL	POSTAL CODE 35210	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME Shea Brothers, L.L.C.				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS 609 South 20th Street	CITY Irondale	STATE AL	POSTAL CODE 35210	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME ServisFirst Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 850 Shades Creek Parkway, Suite 200	CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

See Schedule A attached hereto for description of Collateral.

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

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Recorded in Shelby County, Alabama (SR01-01117)	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Morris-Shea Bridge Company, Inc.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto for description of real estate.

17. MISCELLANEOUS:

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

"Collateral" means the following assets of Borrowers, wherever located, whether now owned or hereafter acquired (and specifically excluded the Excluded Collateral): (A) all amounts that may be owing from time to time by Bank to each Borrower in any capacity, including, without limitation, any balance or share belonging to such Borrower, of any Deposit Accounts or other account with Bank; (B) all of each 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 any 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 any Borrower as lessee with other Persons as lessors, including without limitation the leasehold interest of any Borrower in such property, and all options to purchase such property or to extend any such lease or agreement; Fixtures; all moneys of each 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; and all claims of each Borrower in any pending litigation and/or claims for any insurance proceeds; (C) the Mortgaged Property; (D) the Assigned Leases and the Rents; (E) all Records pertaining to any of the Collateral; and (F) 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 any Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean each Debtor, "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 Credit Agreement among Debtors 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), and as used herein:

"Accounts", "Equipment", "Goods", 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 non-perfection, 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 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.

"Excluded Collateral" means (i) Accounts of Borrowers to the extent the same arise from services rendered or to be rendered (it being understood that Accounts arising from the sale, lease, license, assignment or other disposition of property are part of the Collateral) (ii) property that is subject to a purchase money Lien or a Lien securing a capitalized lease permitted under this Agreement, but only if the terms of the agreement creating such Lien or capitalized lease prohibit, or require the consent of any Person other than Borrower or its Affiliates as a condition to the creation of any other Lien on such property and such provision has not been waived or consent to the Bank's Lien has not been obtained (iii) assets of Borrowers to the extent the assignment thereof is restricted by a contract or applicable Law and would not otherwise be permitted by Section 9-408 of the UCC; and (iv) any Government Approval, easement, insurance policy, or agreement which by its terms or by operation of Law would become void, voidable, terminable or revocable or in respect of which Borrower would be deemed to be in breach or default thereunder if any Government Approval, easement, policy or agreement or Borrower's interest thereunder were pledged or assigned hereunder or if a security interest therein were granted hereunder, but only to the extent necessary to avoid such voidness, voidability, terminability, revocability, breach or default.

"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.

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

All of each Borrower's Interest in and to all of 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 the Counties of Jefferson, Shelby and Blount in the State of 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;

(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; and

(f) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of each Borrower of, in and to any of the foregoing.

EXHIBIT "A"

Legal Description of Land

PARCEL 1 (HARPERSVILLE YARD):

Parcel 1a

Tracts 10-A and 10-B of the Resurvey of Tracts 10 and 11, the Estate of Charles W. Mobley, as recorded in Map Book 10, Page 92, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted. Subject to all recorded restrictions and easements.

Parcel 1b

Tract 11, of the Resurvey of Tracts 10 and 11, The Estate of Charles W. Mobley, as recorded in Map Book 10, Page 92, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

Parcel 1c

Lot 12, of the Property of Charles W. Mobley, as shown by map recorded in Map Book 8, Page 124, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

PARCEL 2 (UNDEVELOPED BLOUNT COUNTY LAND):

Parcel 2a

Lot 1 of a Resurvey of Lots 195, 196, and 197 of Woodhaven Lakes, Second Addition as platted and recorded in Plat Book 4, Page 97, in the Office of the Judge of Probate, Blount County, Alabama.

Parcel 2b

The southwest 1/4 of the northwest 1/4, the east 1/2 of the northwest 1/4 of the northwest 1/4, the southeast 1/2 of the west 1/2 of the northwest 1/4 of the northwest 1/4 of Section 35, the southeast 1/2 of the east 1/2 of the southwest 1/4 of the southwest 1/4 of Section 26, all in Township 14 South, Range 1 West, Blount County, Alabama and being more particularly described as follows: Begin at a 1/2" rebar found at the southwest corner of the southwest 1/4 of the northwest 1/4 of said Section 35; thence North 01 degree 08 minutes 34 seconds West, 1305.14 feet along the Section line to a 1" pipe found at the northwest corner of said southwest 1/4 of the northwest 1/4; thence North 27 degrees 00 minutes 20 seconds East, 1470.55 feet to a 1-1/2" crimped pipe found; thence North 26 degrees 26 minutes 41 seconds East, 1474.28 feet to a 1" crimped pipe found at the northeast corner of said southwest 1/4 of the southwest 1/4 of said Section 26; thence South 00 degrees 34 minutes 57 seconds West, 1325.75 feet along the 1/4 mile line to a 2" pipe found at the northeast corner of the northwest 1/4 of the northwest 1/4; thence continue along said 1/4 mile line South 00 degrees 41 minutes 34 seconds East, 2635.66 feet to a 1.5" pipe found at the southwest corner of said southwest 1/4 of the northwest 1/4; thence North 88 degrees 41 minutes 34 seconds West, 866.58 feet along the 1/2 mile line to a 5/8" rebar found; thence continue along said 1/2 mile line, North 89 degrees 12 minutes 06 seconds West, 450.34 feet to the point of beginning, Blount County, Alabama.

PARCEL 3 (IRONDALE SOFTBALL):

Tract 3a

The west 215.0 feet of the following described property: A parcel of land situated in the north half of the southeast 1/4 of Section 24, Township 17 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the southwest corner of the north half of the northwest 1/4 of the southeast 1/4 of Section 24, Township 17 South, Range 2 West, Jefferson County, Alabama, and run North along the west line of said 1/4 - 1/4 section, a distance of 333.69 feet to a point on the southeasterly right of way line of the Seaboard Airline Railroad right of way; thence 54 degrees 43 minutes 52 seconds right and in a Northeasterly direction along the southeasterly right of way line of the Seaboard Airline Railroad, for a distance of 551.80 feet; thence 37 degrees 03 minutes 03 seconds right and in a Easterly direction, a



distance of 185.35 feet to the point of beginning, said point being 859.27 feet, more or less, West of the center of Shades Creek; thence 90 degrees 00 minutes 51 seconds right and in a Southerly direction, a distance of 604.22 feet to a point on the northerly right of way line of a road dedicated by instrument recorded in Deed Book 6746, Page 561; thence 90 degrees 00 minutes left and in an Easterly direction along the northerly right of way line of said road, for a distance of 285.50 feet; thence 90 degrees 02 minutes 10 seconds left in a Northerly direction, a distance of 300.00 feet; thence 90 degrees 01 minutes 23 seconds right and in an Easterly direction, a distance of 443.08 feet; thence 90 degrees 00 minutes right and in a Southerly direction, a distance of 393.76 feet; thence 133 degrees 19 minutes 30 seconds left and in a Northeasterly direction, a distance of 42.50 feet; thence 43 degrees 39 minutes right and in an Easterly direction, a distance of 15.05 feet to a point that is 25 feet Northwesterly of and at right angles to the centerline of Shades Creek; thence continue Westerly along last described course, a distance of 32.22 feet, more or less, to the center of Shades Creek; thence run Northeasterly, Northerly, and Northwesterly along the centerline of Shades Creek, as established by survey made by Sydney H. Keel dated December 14, 1987, a distance of 747.10 feet, more or less; thence run in a Westerly direction a distance of 859.27 feet, more or less, to the point of beginning.

Tract 3b

Commence at a found rebar corner of that represents southeast corner of Lot 1, Vulcan Metals Addition to Irondale, as recorded in Map Book 159, Page 67, in the Probate Office of Jefferson County, Alabama, and run North 00 deg. 00 min. 10 sec. west along Lot, for a distance of 604.15 feet to a set 1/2 inch rebar corner; thence South 89 deg. 59 min. 56 sec. East, 215.03 feet to a found rebar corner; thence run South 00 deg. 00 min. 55 sec. west, a distance of 218.04 feet to a found rebar corner and the point of beginning of the property, Parcel 2, being described; thence continue on the last-described course, a distance of 386.26 feet to a found P.K. nail corner on the northerly margin of Vulcan Road; thence run South 89 deg. 57 min. 32 sec. East along said margin of said Vulcan Road, a distance of 17.00 feet to a set P.K. nail corner; thence run North 00 deg. 00 min. 46 sec. East, a distance of 386.26 feet to a set rebar corner; thence run North 89 deg. 59 min. 05 sec. West, 16.98 feet to the point of beginning.

Tract 3c

The east 13.62 feet of Lot 1, Mangham Resurvey of Lot A, Vulcan Metals Addition to Irondale, as recorded in Map Book 163, Page 37, in the Office of the Judge of Probate of Jefferson County, Alabama; being situated in Jefferson County, Alabama.

LESS AND EXCEPT:

Begin at the NE corner of Lot 3-A of Nichols Resurvey of Lot 1 of Mangham's Resurvey of Lot A, Vulcan Metals Addition to Irondale, as recorded in Map Book 186, Page 56, in the Office of the Judge of Probate, Jefferson County, Alabama; thence Southerly along the east line of said Lot 3-A, 90.48 feet to the intersection of said line with an existing iron fence; thence 135 degrees 50 minutes 20 seconds left, run Northeasterly along said iron fence, 41.13 feet; thence 82 degrees 1 minute 54 seconds left, run Northwesterly along said iron fence, 32.57 feet; thence 52 degrees 7 minutes 47 seconds left, run Westerly along said iron fence, 4.68 feet to the edge of a block wall; thence 90 degrees 0 minutes 3 seconds right, run Northerly along said block wall for 35.26 feet to the north line of Grantor's property; thence 90 degrees 0 minutes 54 seconds left, run Westerly along said north line of Grantors property, 3.98 feet to the Point of Beginning.

PARCEL 4 (IRONDALE OFFICE/WAREHOUSE):

Lot 2-AA, according to the Final Plat of Alabama Ornamental Resurvey, recorded in Map Book 237, Page 27, in the Office of the Judge of Probate of Jefferson County, Alabama, being a resurvey of Lots 2-A and 3-A of Nichols Resurvey recorded in Map Book 186, Page 56, in the Office of the Judge of Probate; the Nichols Resurvey being a resurvey of Lots 2 and 3 of Mangham Resurvey recorded in map Book 163, Page 37, in the Office of the Judge of Probate, the Mangham Resurvey being a resurvey of Lot A, Vulcan Metals Addition to Irondale, as recorded in Map Book 159, Page 67, in the Office of the Judge of Probate.

PARCEL 5:

Parcel 5a

Lot B, according to the Survey of Alabama Metal Industries Subdivision, as recorded in Map Book 185, Page 99, in the Probate Office of Jefferson County, Alabama, Birmingham Division.


Parcel 5b (603 20th Street South, Irondale)

Lots 9 and 10, Block 3, according to the Survey of Centre Irondale, as recorded in Map Book 8, Page 53, in the Probate Office of Jefferson County, Alabama, Birmingham Division.

PARCEL 6:

Part of the southeast quarter of the southwest quarter of Section 24, Township 17 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

Begin at the point of intersection with the southerly line of 5th Terrace, Irondale (formerly known as North Avenue) with the east line of said quarter-quarter section and run thence Westwardly along the southerly line of said 5th Terrace, for a distance of 95 feet to the northeast corner of Lot 1, in Block 3, as shown by the Map of Centre Irondale, as recorded in Map Book 8, Page 53, in the Probate Office of Jefferson County, Alabama; thence turn an angle of 91 degrees 56 minutes to the left and run Southwardly along the east line of said Lot 1, along said line extended and along the east line of Lot 10, in Block 3, as shown by said map, for a distance of 379.90 feet to a point on the northerly line of 20th Street, Irondale; run thence Eastwardly along the northerly line of said street, a distance of 96.14 feet to a point on the east line of said quarter-quarter section; run thence Northwardly along said east line for a distance of 391.86 feet to the point of beginning.


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