

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) James E. Vann (205) 930-5484
B. E-MAIL CONTACT AT FILER (optional) jevann@sirote.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>James E. Vann Sirote & Permutt, P.C. 2311 Highland Avenue South Birmingham, Alabama 35205</div>

20170330000106340 1/7 \$42.00
Shelby Cnty Judge of Probate, AL
03/30/2017 10:34:49 AM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 South Central Steel, Inc.				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 3504 U.S. Highway 280		CITY Harpersville	STATE AL	POSTAL CODE 35078
			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 Schroeder Holdings, LLC				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS 3504 U.S. Highway 280		CITY Harpersville	STATE AL	POSTAL CODE 35078
			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 Oakworth Capital Bank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 2100A Southbridge Parkway, Suite 445		CITY Birmingham	STATE AL	POSTAL CODE 35209
			COUNTRY USA	

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

All of the property and collateral and types of property and collateral described on Schedule A located on or relating to the real property described in Exhibit A attached hereto, whether now owned or existing or hereafter created or acquired.

Additional security for mortgage recorded at _____.

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: County	

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

South Central Steel, Inc.

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20170330000106340 2/7 \$42.00
Shelby Cnty Judge of Probate, AL
03/30/2017 10:34:49 AM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

South Central Steel Erection, LLC

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

SUFFIX

10c. MAILING ADDRESS

3504 U.S. Highway 280

CITY

Harpersville

STATE

AL

POSTAL CODE

35078

COUNTRY

USA

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):
South Central Steel, Inc.
Schroeder Holdings, LLC
South Central Steel Erection, LLC

16. Description of real estate:
See Exhibit A attached hereto and incorporated herein by reference

17. MISCELLANEOUS:

20170330000106340 3/7 \$42.00
Shelby Cnty Judge of Probate, AL
03/30/2017 10:34:49 AM FILED/CERT

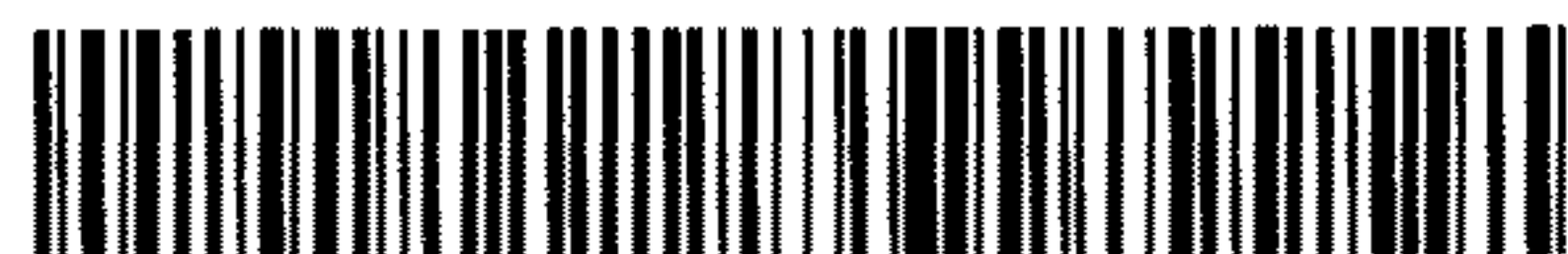
Schedule A

- (a) All that tract or parcel or parcels of land and estates more particularly described on Exhibit A attached hereto and 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 fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements (except household goods of the Borrower not acquired with the proceeds of any amount secured hereby), including all extensions, additions, improvements, betterments, renewals, substitutions and replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");
- (c) All accounts (as presently or hereafter defined in the Uniform Commercial Code), general intangibles, goods, contracts and contract rights relating to the Land, Improvements, and other Mortgaged Property, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land, Improvements and other Mortgaged Property;
- (d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Borrower of, in and to the same, including but not limited to:
- (i) All rents, royalties, profits, issues and revenues of the Land, Improvements, and other Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as there is no default hereunder, the right to receive and retain the rents, issues and profits thereof; and
- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land, Improvements, or other Mortgaged Property, or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land, Improvements, or other Mortgaged Property, or any part thereof, or to any rights or appurtenances thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply

all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees on any of the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing; and

(f) All proceeds and products, cash or non-cash (including, but not limited to, all insurance, contract and tort proceeds and all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the property described above) of any of the foregoing types or items of property described in subparagraphs (a), (b), (c) (d) or (e) above.



20170330000106340 4/7 \$42.00
Shelby Cnty Judge of Probate, AL
03/30/2017 10:34:49 AM FILED/CERT



20170330000106340 5/7 \$42.00
Shelby Cnty Judge of Probate, AL
03/30/2017 10:34:49 AM FILED/CERT

Exhibit A

PARCEL I:

Commence at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 19 South, Range 2 East, Shelby County, Alabama, thence run Northerly along Quarter-Quarter line 1,433.01 feet to a point; thence 128 degrees 30 minutes left and run 688.12 feet to a point; thence 51 degrees 30 minutes left and run 594.97 feet to a point; thence 51 degrees 30 minutes right and run 185.0 feet to the point of beginning of the property being described; thence continue along last described course 156.70 feet to a point on the North right of way line of Highway 280; thence 75 degrees 58 minutes right and run Northwesterly along said right of way line 194.08 feet to a point; thence 88 degrees 18 minutes right and run 213.50 feet to a point; thence 90 degrees 0 minutes right and run 110.75 feet to a point; thence 46 degrees 31 minutes right and run 36.48 feet to a point; thence 23 degrees 59 minutes left 108.80 feet to the point of beginning.

PARCEL II:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 19 South, Range 2 East, Shelby County, Alabama; thence run Northerly along the East line of said Quarter-Quarter 1,433.01 feet to a point; thence 128 degrees 30 minutes left and run Southwesterly 688.12 feet to a point; thence 51 degrees 30 minutes left and run Southerly 276.58 feet to the point of beginning of Tract "B", thence continue along last described course 181.42 feet to a point; thence 65 degrees 27 minutes right and run Southwesterly 140.67 feet to a point; thence 110 degrees 58 minutes 09 seconds right and run Northerly 240.34 feet to a point; thence 93 degrees 34 minutes 51 seconds right and run Easterly 142.96 feet to the point of beginning.

ALSO:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 19 South, Range 2 East; thence run North along the East line of said Quarter-Quarter section 676.0 feet to the point of beginning; thence continue along the last described course 420.56 feet; thence left 128 degrees 30 minutes and run Southwesterly 661.74 feet; thence turn left 51 degrees 30 minutes and run South 420.56 feet; thence turn left 128 degrees 30 minutes and run Northeasterly 661.74 feet to the point of beginning.

ALSO:

A 20 foot easement for ingress and egress, described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 19 South, Range 2 East; thence run North along the East line of said Quarter-Quarter section 676.0 feet; thence turn left 128 degrees 30 minutes and run Southwesterly 1030.0 feet to the Northeasterly right of way line of U. S. Hwy. 280; thence turn right 76 degrees 00 minutes and run Northwesterly 110 feet to the point of beginning; thence continue along last described course 20.61 feet; thence turn right 104 degrees 00 minutes and run Northeasterly 500.16 feet; thence turn right 128 degrees 30 minutes and run South 25.56 feet; thence turn right 51 degrees 30 minutes and run Southwesterly 479.76 feet to the point of beginning.

PARCEL III:

Commence at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 19 South, Range 2 East, Shelby County, Alabama, thence run Northerly along the East line of said Quarter-Quarter 1,433.01 feet to a point; thence 128 degrees 30 minutes left and run Southwesterly

688.12 feet to a point; thence 51 degrees 30 minutes left and run Southerly 458.0 feet to the point of beginning of the Tract ("C") being described, thence continue along last described course 136.97 feet to a point, thence 51 degrees 30 minutes right and run Southwesterly 185.0 feet to a point; thence 118 degrees 56 minutes 14 seconds right and run Northwesterly 175.14 feet to a point; thence turn 75 degrees 00 minutes 46 seconds right and run Northeasterly 191.16 feet to the point of beginning.

Also commence at the Southeast corner of the Southwest Quarter of the Southwest Quarter of Section 35, Township 19 South, Range 2 East, Shelby County, Alabama and run Northerly along the East line of said Quarter-Quarter a distance of 1,433.01 feet to a point; thence turn an angle of 128 degrees 30 minutes to the left and run Southwesterly a distance of 688.12 feet to a point; thence turn an angle of 51 degrees 30 minutes to the left and run Southerly a distance of 594.97 feet to a point; thence turn an angle of 51 degrees 30 minutes to the right and run Southwesterly a distance of 185.0 feet to the point of beginning of the property being described, thence turn an angle of 96 degrees 48 minutes to the right and run Northwesterly a distance of 108.80 feet to a point, thence turn an angle of 23 degrees 59 minutes to the right and run Northerly a distance of 36.50 feet to a point; thence turn an angle of 46 degrees 38 minutes to the right and run Northeasterly a distance of 54.66 feet to a point; thence turn an angle of 131 degrees 53 minutes to the right and run Southerly a distance of 173.50 feet to the point of beginning.

PARCELIV:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 19 South, Range 2 East, thence run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 676.0 feet; thence turn left 128 degrees and run Southwesterly 661.74 feet to the point of beginning; thence continue along the last described course 368.26 feet to the Northeasterly right of way line of U.S. Highway 280; thence turn right 76 degrees 00 minutes and run Northwesterly along said right of way line 110.0 feet; thence turn right 104 degrees 00 minutes and run Northeasterly 479.76 feet; thence turn right 128 degrees 30 minutes and run South 136.38 feet to the point of beginning; being situated in Southwest $\frac{1}{4}$ of Section 35, Township 19 South, Range 2 East. Less and except any part within Condemnation Case No. 23-89 as recorded in Instrument # 1993-3104 and Instrument # 1993-4137.

All being situated in Shelby County, Alabama.

Parcels I – IV also described as follows:

Parcel #1

A part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, T 19 South, Range 2 East, Shelby County, Alabama Described as follows:

Commence at the SE Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, T 19 South, Range 2 East, Shelby County, Alabama; thence N 03°12'55" E along the East line of Said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 676.00' to the point of beginning; thence N 03°12'55" E along said line a distance of 416.34'; thence S 54°43'23" W a distance of 659.49'; thence S 03°09'43" W a distance of 284.53'; thence S 54°53'26" W a distance of 346.44' to a point on the Northern Right of Way for U.S. Highway 280; thence S 49°27'00" E along Said right of Way a distance of 113.39'; thence N 54°20'39" E a distance of 895.93' to the Point of Beginning;

Together with a 20 foot easement for ingress and egress, described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 19 South, Range 2 East; thence N 03°12'55" E along the East line of Said Section a distance of 676.00'; thence S 54°20'39" W a distance of 895.93' to a point on the Northern Right of Way for U.S. Highway 280; thence

N 49°27'00" W a distance of 113.39' to the point of beginning; thence continue along said right of Way and N 49°27'00" W a distance of 20.64'; thence N 54°53'26" E a distance of 367.33'; thence S 03°09'43" W a distance of 25.47'; thence S 54°53'26" W a distance of 346.44' to a point on the Northern Right of Way of U.S. Highway 280 and the point of beginning.

Parcel #2

A part of the SW ¼ of the SW ¼ of Section 35, T 19 South, Range 2 East, Shelby County, Alabama
Described as follows:

Commence at the SE Corner of the SW ¼ of the SW ¼ of Section 35, T 19 South, Range 2 East, Shelby County, Alabama; thence N 03°12'55" E along the East line of Said ¼ - ¼ Section a distance of 676.00'; thence S 54°20'39" W a distance of 895.93' to a Point on the Northern Right of Way for U.S. Highway 280; thence N 49°27'00" W along said Right of Way a distance of 134.03' to the Point of Beginning; thence N 54°53'30" E a distance of 340.44'; thence N 03°24'45" E a distance of 319.07'; thence N 86°58'26" W a distance of 142.89'; thence S 00°21'53" E a distance of 239.66'; thence S 68°08'46" W a distance of 50.76'; thence S 42°26'12" W a distance of 50.63'; thence N 53°11'11" W a distance of 110.72'; thence S 38°55'43" W a distance of 213.34' to a point on the Northern Right of Way for U.S. Highway 280; thence S 49°27'12" E a distance of 194.30' to the Point of beginning.

