

Address of Substitute Trustee:

Stephen Ratliff
c/o Holland & Knight LLP
200 Crescent Court, Suite 1600
Dallas, Texas 75201

NOTICE OF SALE BY SUBSTITUTE TRUSTEE

STATE OF TEXAS §
 §
COUNTY OF WALLER §

RECITALS:

1. TBC INVESTMENTS, L.L.C., a Texas limited liability company (“**TBC**”), executed and delivered that certain Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Leases and Rents, dated as of February 10, 2014 (the “**Deed of Trust**”), naming DAVID PARNELL, as “Trustee” thereunder (together with any other successor Trustee previously appointed by unrecorded instrument, or otherwise, collectively, the “**Original Trustee**”), for the benefit of PNC BANK, NATIONAL ASSOCIATION, as agent for itself and the other Lenders (in such capacity, together with its successors and assigns, the “**Agent**”) set forth in the Credit Agreement (hereinafter defined), recorded as Document No. 1400953, in Volume 1402, Page 773, *et seq.*, of the Official Public Records of Waller County, Texas, pertaining to certain land described on **Exhibit A**, attached hereto and made a part hereof (the “**Land**”), together with all fixtures installed on said land, all Improvements, Leases and Rents, all TBC’s right, title, and interest in and to all entitlements, appurtenances, easements, rights and privileges pertaining to said Land and all of said real and personal property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances thereon or thereunder, air rights, water rights and development rights, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof described in the Deed of Trust (collectively, the “**Mortgaged Property**”).

2. In addition, TBC, HAMILTON METALS, INC., a Texas corporation, HAMILTON METALS UK LIMITED, a private limited company, incorporated under the laws of England and Wales,

HAMILTON METALS SINGAPORE PTE, LTD., a Singapore private limited company, HM CANADA SALES, LLC, a Texas limited liability company, HAMILTON METALS MÉXICO, S. DE R.L. DE C.V., a Mexican limited liability company with variable capital, and HAMILTON METALS MANUFACTURING LLC, a Texas limited liability company (together with TBC, each individually and collectively, jointly and severally, "**Borrower**"), executed and delivered that certain Revolving Credit and Security Agreement, dated as of February 10, 2014 (as may have been modified, amended or assigned from time to time, the "**Credit Agreement**"), to Agent. All capitalized terms not otherwise defined herein shall have the same meaning given to such terms in the Deed of Trust and the Credit Agreement (as applicable).

3. Said conveyances were made for the purpose of securing the payment of the indebtedness described in the Deed of Trust and the Credit Agreement and the Other Documents, including but not limited to, the indebtedness evidenced by the Revolving Credit Note, dated February 10, 2014, executed by Borrower, as maker, payable to the order of Agent, in the aggregate principal amount of \$50,000,000.00 (the "**Note**"), as such Note is described in the Credit Agreement. The Note and all indebtedness evidenced thereby, including but not limited to, principal, interest and attorneys' fees and expenses, together with all indebtedness described in and secured by the Deed of Trust and/or the Credit Agreement (including without limitation, the "Indebtedness" referenced in the Credit Agreement) are collectively referred to as the "**Obligations**" herein.

4. One or more Events of Default have occurred in the performance of certain Obligations under the Deed of Trust and the Other Documents.

5. By instrument dated September 12, 2016, styled Removal of Trustee, Appointment of Substitute Trustee, Request to Substitute Trustee, Agent, as agent for itself and the other Lenders set forth in the Credit Agreement and beneficiary of the Deed of Trust, removed the Original Trustee, as "Trustee" under the Deed of Trust, and appointed STEPHEN RATLIFF as successor and substitute Trustee (the "**Substitute Trustee**" for purposes hereof) pursuant to the terms and conditions of the Deed of Trust, to succeed to and become vested with all of the estate and title of the Original Trustee, as "Trustee" under the

Deed of Trust, in the Mortgaged Property, and with all the rights, powers, privileges and authority vested in the Original Trustee, as "Trustee" thereunder, by the terms and conditions of the Deed of Trust

6. Agent, as the collateral agent on behalf of itself and each other present owner and holder of the Indebtedness and other Obligations secured by the Deed of Trust and the Other Documents, is the beneficiary under the Deed of Trust, and has therefore requested that Substitute Trustee sell the Mortgaged Property as provided in the Deed of Trust in order to satisfy the Indebtedness and other Obligations to the extent that the proceeds from such sale are sufficient to do so.

7. Agent has further requested that the Trustee, under the Deed of Trust, sell all of the components of the Mortgaged Property that are personal property in accordance with the terms of the Deed of Trust and Article 9 of the Uniform Commercial Code. The sale of the personalty will be held at the same time and place as the above-described real property sale; provided, however, that to the extent permitted by Article 9 of the Uniform Commercial Code, the undersigned has been instructed to proceed as to both the real and personal property in accordance with the rights and remedies of the owner and holder of the Indebtedness in respect to the real property.

NOTICE OF SALE:

NOTICE IS HEREBY GIVEN, that on Tuesday, the 4th day of October, 2016, beginning no earlier than 10:00 a.m. CST and commencing within three (3) hours of such time, at the foyer at the south entrance to the Waller County Courthouse located at 836 Austin Street, Hempstead, Texas 77445, said area having been designated for conducting foreclosure sales in said county by the Court of Commissioners, I, the undersigned Substitute Trustee, or my successor as may be later appointed, as the "Trustee" under the Deed of Trust, will sell the Mortgaged Property by no later than 4:00 p.m. on said day of sale, to the highest bidder for cash; provided, that Agent (or its assignee of the Other Documents, hereinafter, the "Assignee") may bid and become the purchaser of the Mortgaged Property, and all or a portion of the bid of Agent (or the Assignee) may consist of a credit to be given against the Indebtedness and other Obligations owing. If Agent (or the Assignee) is the successful bidder, its bid shall be applied as a credit against the Obligations to the extent possible. After commencing the sale, the Substitute Trustee conducting the sale may from time

to time adjourn the sale, to be recommenced and completed at any time prior to 4:00 p.m. on the same day. At any time prior to the commencement of the sale, Trustee may withdraw the Mortgaged Property or cancel the foreclosure sale.

Notice pursuant to Texas Property Code Section 51.002(i): “Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.”

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

EXECUTED as of the 9th day of September, 2016.



Stephen Ratliff, as Substitute Trustee

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on September 9, 2016, by Stephen Ratliff, solely in his capacity as Substitute Trustee under the Deed of Trust.

(SEAL)



Notary Public in and for the State of Texas

Theresa Lee

Print or Type Name of Notary

December 4, 2016

My Commission Expires

5671677

Notary's ID Number



[Faint, illegible handwritten text]



EXHIBIT A

Legal Description

FIELD NOTES FOR A 44.594 ACRE TRACT OF LAND IN THE H. & T. C. RAILROAD COMPANY SURVEY SECTION 107, ABSTRACT 170, WALLER COUNTY, TEXAS, BEING COMPRISED OF THAT CERTAIN CALLED 28.5877 ACRE TRACT RECORDED IN VOLUME 0579, PAGE 621, OFFICIAL RECORDS, WALLER COUNTY, TEXAS, AND THAT CERTAIN CALLED 16.0152 ACRE TRACT RECORDED IN VOLUME 0905, PAGE 407, OFFICIAL RECORDS, WALLER COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE EAST LINE OF SAID CALLED 28.5877 ACRE TRACT AS BEING SOUTH 02 DEGREES 12 MINUTES 57 SECONDS EAST (CALLED SOUTH 02 DEGREES 12 MINUTES 57 SECONDS EAST).

BEGINNING at a 3/4 inch iron pipe found in the south right-of-way line of U. S. Highway 90 (100-foot wide) for the northeast corner of said called 28.5877 acre tract, same being the northwest corner of an adjoining called 23.58 acre tract recorded in Volume 0542, Page 591, Official Records, Waller County, Texas, for the northeast corner and Place of Beginning of the herein described tract;

THENCE South 02 degrees 12 minutes 57 seconds East (called South 02 degrees 12 minutes 57 seconds East) along the east line of the herein described tract and the east line of said called 28.5877 acre tract, same being the west line of said adjoining called 23.58 acre tract, 2,837.00 feet (called 2,837.00 feet) to a 5/8 inch iron rod found for the southeast corner of the herein described tract and the southeast corner of said called 28.5877 acre tract, same being the southwest corner of said adjoining called 23.58 acre tract, the northwest corner of an adjoining called 2.1586 acre tract (Exhibit "B") recorded in Volume 0930, Page 001, Official Records, Waller County, Texas, and the northeast corner of an adjoining called 1.832 acre tract recorded in Volume 0533, Page 366, Official Records, Waller County, Texas;

THENCE South 87 degrees 44 minutes 50 seconds West (called South 87 degrees 45 minutes 57 seconds West) along the south line of the herein described tract and the south line of said called 28.5877 acre tract, same being the north line of said adjoining called 1.832 acre tract, 438.31 feet (called 438.50 feet) to a 1/2 inch iron pipe found for angle point, said point being the southwest corner of said called 28.5877 acre tract, same being the southeast corner of the aforementioned called 16.0152 acre tract;

THENCE South 87 degrees 50 minutes 52 seconds West (called South 87 degrees 45 minutes 24 seconds West) along the south line of the herein described tract and the south line of said called 16.0152 acre tract, same being the north line of said adjoining called 1.832 acre tract, 437.08 feet (called 437.50 feet) to a 1/2 inch iron pipe found for the southwest corner of the herein described tract and the southwest corner of said called 16.0152 acre tract, same being the northwest corner of said adjoining called 1.832 acre tract, the northeast corner of an adjoining called 0.0072 acre tract recorded in Volume 424, Page 439, Deed Records, Waller County, Texas, and the southeast corner of an adjoining called 52.550 acre tract recorded in Volume 0829, Page 115, Official Records, Waller County, Texas;

THENCE North 02 degrees 14 minutes 39 seconds West (called North 02 degrees 15 minutes 51 seconds West) along the lower west line of the herein described tract and the west line of said called 16.0152 acre tract, same being the east line of said adjoining called 52.550 acre tract, 1,593.69 feet (called 1,594.33 feet) to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found in concrete for the lower northwest corner of the herein described tract and the northwest corner of said called 16.0152 acre tract, same being the southwest corner of the adjoining residue of a called 28.5877 acre tract recorded in Volume 0815, Page 633, Official Records, Waller County, Texas;

THENCE North 87 degrees 40 minutes 12 seconds East (called North 87 degrees 41 minutes 42 seconds East) along the lower north line of the herein described tract and the north line of said called 16.0152 acre tract, same being the south line of said adjoining residue of a called 28.5877 acre tract, 437.77 feet (called 437.50 feet) to a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found in concrete for a reentry corner to the herein described tract, being the northeast corner of said called 16.0152 acre tract, same being the southeast corner of said adjoining residue of a called 28.5877 acre tract, and being in the west line of the aforementioned called 28.5877 acre tract;

THENCE North 02 degrees 12 minutes 58 seconds West (called North 02 degrees 12 minutes 31 seconds West) along the upper west line of the herein described tract and the west line of said called 28.5877 acre tract, same being the east line of said adjoining called 28.5877 acre tract, 1,248.36 feet to a 1/2 inch iron pipe found in the south right-of-way line of U. S. Highway 90 for the upper northwest corner of the herein described tract and the northwest corner of said called 28.5877 acre tract, same being the northeast corner of said adjoining called 28.5877 acre tract;

THENCE North 88 degrees 35 minutes 00 seconds East (called North 88 degrees 35 minute 00 seconds East) along the upper north line of the herein described tract and the north line of said called 28.5877 acre tract, same being the south right-of-way line of U. S. Highway 90, 438.46 feet (called 438.46 feet) to the Place of Beginning and containing 44.594 acres of land, more or less.

FILED AND RECORDED

Instrument Number: 16-058

Filing and Recording Date: 09/12/2016 01:50:29 PM Pages: 8 Recording Fee: \$5.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in black ink that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Kim Imhoff, Deputy

Returned To:
HOLLAND & KNIGHT LLP
200 CRESCENT COURT STE 1600
DALLAS, TX 75201