

**STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.**

17809

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

| | | |
|--|--|---|
| <input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n). | No. of Additional Sheets Presented: <u>4</u> | This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. |
| 1. Return copy or recorded original to: Randolph H. Lander Luann M. Taiariol Robert S. Birmingham Legal Asst. P.O. Box 306 Dechert Price & Rhoads Birmingham, AL 35201 1717 Arch Street 4000 Bell Atl. Twr. Bldg. Philadelphia, PA 19103 | | THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office <div style="transform: rotate(-90deg); transform-origin: center;"> Inst # 1997-07727 03/12/1997-07727 10:53 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 MEL </div> |
| 2. Name and Address of Debtor (Last Name First if a Person) AmeriSource Corporation 300 Chester Field Parkway Malvern, PA 19355 Social Security/Tax ID # _____ | | |
| 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____ | | |
| <input type="checkbox"/> Additional debtors on attached UCC-E | | |
| 3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Compass Bank P.O. Box 10566 Birmingham, AL 35296 Social Security/Tax ID # _____ | | 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FILED WITH: <div style="text-align: center; font-weight: bold;">Shelby County, Alabama</div> |
| <input type="checkbox"/> Additional secured parties on attached UCC-E | | |

5. The Financing Statement Covers the Following Types (or items) of Property:

All that collateral as more particularly described on Exhibit A attached hereto.

*Additional security for real estate mortgage recorded ~~contemporaneously herewith~~ in Instrument No. 1996-21575.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

| | |
|-------|-------|
| 0 0 0 | 8 0 0 |
| 1 0 0 | — — — |
| 2 0 0 | — — — |
| 3 0 0 | — — — |
| 5 0 0 | — — — |
| 6 0 0 | — — — |
| 7 0 0 | — — — |

Check X if covered: IX Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)
- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
 - ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
 - ☐ which is proceeds of the original collateral described above in which a security interest is perfected.
 - ☐ acquired after a change of name, identity or corporate structure of debtor
 - ☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:
 The initial indebtedness secured by this financing statement is \$ 8,000,000*
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 0

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

AmeriSource Corporation

Signature(s) of Debtor(s)
 By: Kurt J. Hilzinger
 Signature(s) of Debtor(s) ITS: Kurt J. Hilzinger, Vice President
 Type Name of Individual or Business

Compass Bank

Signature(s) of Secured Party(ies) or Assignee
 By: Paul Smith
 Signature(s) of Secured Party(ies) or Assignee ITS: Vice Pres.
 Type Name of Individual or Business

EXHIBIT A
DESCRIPTION OF COLLATERAL

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B**, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the property described in **Exhibit B** or not and whether in storage or otherwise wheresoever the same may be located;
- (b) All contracts and contract rights relating to the property described on **Exhibit B** and the improvements thereon, 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 real property described on **Exhibit B** and the improvements thereon;
- (c) 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, rights, titles, interest, 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 or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Collateral from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default beyond any applicable grace period under any loan documents executed in connection herewith, 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 Collateral or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Collateral or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorney's 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.

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

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE "COLLATERAL" SPECIFICALLY DOES NOT INCLUDE ANY RIGHT OF THE DEBTOR TO PAYMENT FOR THE SALE OF GOODS OR THE PROVISION OF SERVICES (WHETHER CONSTITUTING AN ACCOUNT, CHATTEL PAPER, INSTRUMENT, GENERAL INTANGIBLE OR OTHERWISE), TO THE EXTENT THAT SUCH RIGHT HAS BEEN TRANSFERRED (OR IS PURPORTED TO BE TRANSFERRED) TO AMERISOURCE RECEIVABLES CORPORATION UNDER ITS RECEIVABLES PURCHASE AGREEMENT WITH THE DEBTOR.

Debtor hereby grants Secured Party a security interest in the foregoing (the "Collateral").

Record Owner of Real Estate: **Debtor.**

EXHIBIT B

Parcel I

Part of Block 4, of Cahaba Valley Park North, as recorded in Map Book 13 page 140 in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Begin at P. T. Station 21 + 32.44 on the Northerly right of way line of Cahaba Valley Parkway; thence run Northwesterly along said right of way line for 515.0 feet; thence 90 deg. 00 min. right and run Northerly for 311.76 feet; thence 60 deg. 14 min. right and run Northeasterly for 1,049.77 feet to a point on the Westerly right of way line of Cahaba Valley Parkway; thence 104 deg. 07 min. 30 sec. right to become tangent to a curve to the left, said curve having a radius of 1,419.64 feet and subtending a central angle of 11 deg. 21 min. 44 sec.; thence run Southeasterly along the arc of said curve and along said right of way line for 281.53 feet to the end of said curve, said point being further identified as P. C. Station 13 + 54.43 on the Westerly right of way line of said Cahaba Valley Parkway; thence at tangent to said curve run Southeasterly along said right of way line for 214.33 feet; thence 87 deg. 14 min. 14 sec. right and run Southwesterly for 509.03 feet; thence 35 deg. 13 min. 39 sec. left and run Southwesterly for 161.67 feet to a point on the Northeasterly right of way line of Cahaba Valley Parkway; thence 90 deg. 00 min. right to become tangent to a curve to the left, said curve having a radius of 202.39 feet and subtending a central angle of 25 deg. 00 min. 21 sec.; thence run Northwesterly along the arc of said curve and along said right of way line for 88.33 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following described parcel:

Part of Block 4 of Cahaba Valley Park North as recorded in Map Book 13 page 140 in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commence at P. T. Station 21 + 32.44 on the Northerly right of way line of Cahaba Valley Parkway; thence run Northwesterly along said right of way line for 515.00 feet; thence 90 deg. 00 min. 00 sec. right and run Northerly for 311.76 feet; thence 60 deg. 14 min. 00 sec. right and run Northeasterly for 1,049.77 feet to a point on the Westerly right of way line of Cahaba Valley Parkway; thence 104 deg. 07 min. 30 sec. right to become tangent to a curve to the left, said curve having a radius of 1,419.64 feet; thence run Southeasterly along the arc of said curve and along said right of way line for 163.11 feet to the point of beginning; thence continue Southeasterly along the arc of said curve and along said right of way line for 118.42 feet to the end of said curve, said point being further identified as P. C. Station 13 + 54.43 on the Westerly right of way line of said Cahaba Valley Parkway; thence at tangent to said curve run Southeasterly along said right of way line for 214.33 feet; thence 87 deg. 14 min. 14

sec. right and run Southwesterly for 328.12 feet; thence 90 deg. 00 min. 00 sec. right and run Northwesterly along the Easterly end (and its Southerly extension) of the existing Walker Drug Company Building for 332.00 feet; thence 90 deg. 00 min. 00 sec. right and run Northeasterly for 349.08 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II

Part of Block 4, of Cahaba Valley Park North, as recorded in Map Book 13 page 140 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at P. C. Station 13+54.43 on the Westerly right of way line of Cahaba Valley Parkway; thence run Southeasterly along said right of way line for 214.33 feet to the Southeast corner of The Walker Drug Company Site, said point also being the point of beginning; thence 87 deg. 14 min. 14 sec. right and run Southwesterly along the Southerly property line of said Walker Drug Company Site for 509.03 feet; thence 35 deg. 13 min. 39 sec. left and continue Southwesterly along said Walker Drug Company Property line for 161.67 feet to a point on the East right of way line of Cahaba Valley Parkway; thence 90 deg. 00 min. 00 sec. left to become tangent to a curve to the right, said curve subtending a central angle of 17 deg. 16 min. 53 sec. and having a radius of 202.39 feet; thence run Southeasterly along the arc of said curve and along said East right of way line of Cahaba Valley Parkway for 61.04 feet to a point at the intersection of the North right of way line of a proposed road and the right of way line of Cahaba Valley Parkway, said point being the end of said curve to the right and the beginning of a curve to the left, said curve subtending a central angle of 78 deg. 34 min. 26 sec. and having a radius of 50.00 feet; thence run Easterly along the arc of said curve and along the Northerly right of way line of said proposed road for 68.57 feet to the end of said curve; thence at tangent to said curve run Northeasterly along the North right of way line of said proposed road for 439.99 feet to the beginning of a curve to the left, said curve subtending a central angle of 80 deg. 43 min. 01 sec. and having a radius of 139.44 feet; thence run Northerly along the arc of said curve and along the Westerly right of way line of said proposed road for 196.43 feet to the point of beginning; being situated in Shelby County, Alabama.

Inst # 1997-07727

03/12/1997-07727
10:53 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MEL 19.00