

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

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This Financing Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
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1. Return copy or recorded original to:

Stephen W. Stallcup
Maynard, Cooper & Gale, P.C.
2400 AmSouth/Harbert Plaza
1901 Sixth Avenue North
Birmingham, Alabama 35203-2618

Pre-paid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)

Vulcan Properties, LLC
1 Chase Corporate Drive, Suite 300
Birmingham, Alabama 35244

Social Security/Tax ID #

2A. Name and Address of Debtor (if any) (Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

AmSouth Bank
Metropolitan Loan Department
1900 Fifth Avenue North
Upper Lobby, AmSouth-Sonat Tower
Birmingham, Alabama 35203

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

All types (or items) of property described on Schedules I, II and III attached hereto and made a part hereof.

Some of the property described in Schedules I, II and III is now, or may in the future become, affixed to the Land described on Exhibit A attached hereto and made a part hereof. The Debtor is the record owner of said Land.

Check X if covered ☒ 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: additional
The initial indebtedness secured by this financing statement is \$ security
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ to mortgage

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)

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

SEE ATTACHED SIGNATURE PAGE

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

554770

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business


THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Inst # 2000-06725
 03/03/2000-06725
 09:39 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 011 HHS 25.00

FILED WITH: Shelby County Judge of Probate

SIGNATURE PAGE TO UCC FINANCING STATEMENT

VULCAN PROPERTIES, LLC

By: 
Name: Thomas B. More
Title: member

**SCHEDULE I
TO
FINANCING STATEMENT**

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").

(b) **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").

(c) **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 secured by this financing statement have been or may be advanced, wherever the same may be located; including: (i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (ii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light

fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (hereinafter collectively called the "Personal Property").

(d) **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.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, 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.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, 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.

(g) **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 (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.

(h) **Construction Documents**. The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.

(i) **Loan Funds, etc.** (1) All loan funds held by the Lender, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

(j) **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 and all rights of the Borrower to modify or terminate, or waive or release performance or observance of any obligations or condition of any such document.

(k) **Proceeds**. All proceeds of any of the foregoing.

As used in this Schedule I, the following terms are defined as follows:

(a) **Architect Contracts** means all contracts between the Architects and the Borrower providing for the design of the Project, the preparation of the Plans, the supervision of the construction of the Project and the provision of any other architectural services or products related to the Project.

(b) **Architects** means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Lender.

(c) **Borrower** means the debtor(s) described in this financing statement.

(d) **Construction Contracts** means the contracts between the Contractors and the Borrower providing for the construction of the Project, or any portion thereof.

(e) **Construction Documents** means (1) all plans and specifications for the Project, or any portion thereof (including the Plans); (2) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (3) all contracts to which the Borrower is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (6) all payment and performance bonds relating to any of the Project; (7) all other contracts and agreements related to the design,

management, construction, equipping and development of any of the Project; and (8) all contracts with public utilities, governmental authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

(f) **Contractors** means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

(g) **Engineers** means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

(h) **Lender** means the secured party described in this financing statement.

(i) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by Architects and Engineers approved by the Lender or other persons acceptable to the Lender, and all amendments and modifications thereto.

(j) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loan and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: office/warehouse building.

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, including the existing leases, if any, (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.

**SCHEDULE III
TO
FINANCING STATEMENT**

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

- (a) The Construction Contracts;
- (b) Architect Contracts;
- (c) The Plans;
- (d) All other Construction Documents;
- (e) Any changes, additions or extensions to, and any revisions or modifications of and any guarantees of performance of obligations to the Borrower under any of the foregoing; and
- (f) Any proceeds of any of the foregoing.

Definitions

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

- (a) **Architects** means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Lender.
- (b) **Architect Contracts** means all contracts between the Architects and the Borrower providing for the design of the Project, the preparation of the Plans, the supervision of the construction of the Project and the provision of any other architectural services or products related to the Project.
- (c) **Borrower** means the debtor(s) described in this financing statement.
- (d) **Construction Contracts** means the contracts between the contractors and the Borrower providing for the construction of the Project, or any portion thereof.
- (e) **Construction Documents**. The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.
- (f) **Engineers** means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

(g) **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.

(h) **Lender** means the secured party described in this financing statement.

(i) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by Architects and Engineers approved by the Lender or other persons acceptable to the Lender, and all amendments and modifications thereto.

(j) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the loan and to be constructed in accordance with the Plans on the land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: office/warehouse building.

EXHIBIT "A"

PARCEL I:

Being situated in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West and in the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, and run North along the West line of same 245.81 feet to a point on the Northeasterly line of herein described tract, thence a deflection angle right of $136^{\circ}40'00''$ and run in a Southeasterly direction 90.74 feet to the point of beginning of herein described tract; thence an interior angle of $223^{\circ}21'11''$ and run to the left in a Southeasterly direction, a distance of 115.64 feet to a point on the 496 contour and water line of Lake Heather; thence the following meanderings of said 496 contour of Lake Heather; thence an interior angle of $100^{\circ}01'33''$ and run to the right in a Southeasterly direction, a distance of 58.01 feet; thence an interior angle of $217^{\circ}26'17''$ and run to the left in a Southeasterly direction, a distance of 73.65 feet; thence an interior angle of $169^{\circ}24'08''$ and run to the right in a Southeasterly direction, a distance of 86.17 feet; thence an interior angle of $187^{\circ}52'34''$ and run to the left in a Southeasterly direction, a distance of 52.93 feet; thence an interior angle of $140^{\circ}52'07''$ and run to the right in a Southeasterly direction, a distance of 13.47 feet; thence an interior angle of $137^{\circ}45'10''$ and run to the right in a Southwesterly direction, a distance of 40.06 feet; thence an interior angle of $160^{\circ}58'50''$ and run to the right in a Southwesterly direction, a distance of 78.87 feet; thence an interior angle of $183^{\circ}03'35''$ and run to the left in a Southwesterly direction, a distance of 76.46 feet; thence an interior angle of $182^{\circ}11'25''$ and run to the left in a Southwesterly direction, a distance of 63.51 feet; thence an interior angle of $159^{\circ}30'32''$ and run to the right in a Southwesterly direction, a distance of 17.72 feet; thence an interior angle of $140^{\circ}49'18''$ and run to the right in a Northwesterly direction, a distance of 20.38 feet; thence an interior angle of $133^{\circ}25'59''$ and run to the right in a Northwesterly direction, a distance of 36.39 feet; thence an interior angle of $201^{\circ}47'22''$ and run to the left in a Northwesterly direction, a distance of 24.60 feet; thence an interior angle of $270^{\circ}28'02''$ and run to the left in a Southwesterly direction, a distance of 43.95 feet; thence an interior angle of $147^{\circ}21'47''$ and run to the right in a Southwesterly direction, a distance of 43.07 feet; thence an interior angle of $160^{\circ}21'49''$ and run to the right in a Northwesterly direction 39.13 feet; thence an interior angle of $227^{\circ}04'39''$ and run to the left in a Southwesterly direction, a distance of 12.65 feet; thence an interior angle of $260^{\circ}56'25''$ and run to the left in a Southeasterly direction, a distance of 61.31 feet; thence an interior angle of $159^{\circ}07'55''$ and run to the right in a Southeasterly direction, a distance of 39.52 feet; thence an interior angle of $158^{\circ}00'32''$ and run to the right in a Southwesterly direction, a distance of 28.74 feet; thence an interior angle of

124°06'33" and run to the right in a Southwesterly direction, a distance of 23.58 feet; thence an interior angle of 153°02'41" and run to the right in a Northwesterly direction, a distance of 31.66 feet; thence an interior angle of 160°26'05" and run to the right in a Northwesterly direction, a distance of 63.80 feet; thence an interior angle of 142°49'05" and run to the right in a Northwesterly direction and leaving said 496 contour of Lake Heather 108.61 feet; thence an interior angle of 197°44'26" and run to the left in a Northwesterly direction, a distance of 253.90 feet; thence an interior angle of 142°43'32" and run to the right in a Northwesterly direction, a distance of 98.30 feet to a point on a curve to the right, said curve being on the Southeasterly right of way of Inverness Center Parkway, said curve having a radius of 505.62 feet and a central angle of 02°34'31"; thence an interior angle of 124°47'58" to the tangent of said point on curve and run in a Northeasterly direction along said right of way and arc of said curve 22.73 feet to a point of reverse curve to the left, said curve having a radius of 1245.75 feet and a central angle of 15°44'48"; thence continue in a Northeasterly direction along said right of way and the arc of said curve 342.37 feet to a point of reverse curve of a curve to the right, said curve having a radius of 25.00 feet and a central angle of 100°41'45"; thence continue in a Northeasterly to Southeasterly direction leaving said right of way and run along the arc of said curve 43.94 feet to the point of tangent; thence run along said tangent in a Southeasterly direction 236.76 feet to the point of beginning.

PARCEL II:

Ingress - Egress Easement

Being situated in the Northwest ¼ of the Southwest ¼ of Section 36, Township 18 South, Range 2 West and the Northeast ¼ of the Southeast ¼ of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest ¼ of the Southwest ¼ of Section 36, Township 18 South, Range 2 West, and run North along the West line of same 245.81 feet to a point on the Northwesterly line of herein described ingress - egress easement and the point of beginning of same; thence a deflection angle left of 43°20'00" and run to the left in a Northwesterly direction 146.02 feet to the point of curve of a curve to the left, said curve having a radius of 25.00 feet and a central angle of 100°41'45"; thence run in a Northwesterly to Southwesterly direction along said arc 43.94 feet to an intersection with a curve to the right on the Southeasterly right of way of Inverness Center Parkway, said curve having a radius of 1245.75 feet and a central angle of 1°21'45"; thence an interior angle of 0°00'00" from tangent to tangent of said curves and run to the right in a Northeasterly direction along said right of way and the arc of said curve 29.62 feet to the point of tangent; thence continue in a Northeasterly direction along said right of way 31.29 feet; thence an interior angle of 77°56'30" and run to the right in a Southeasterly direction 305.48 feet; thence an interior angle of 43°21'11" and run to the right in a Northwesterly direction 43.70 feet; thence an interior angle of 136°38'49" and run to the right in a Northwesterly direction 90.74 feet to point of beginning.

PARCEL III:

20 foot easement for Sanitary Sewer

Being situated in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, and run North along the West line of same 245.81 feet; thence a deflection angle right of $136^{\circ}40'00''$ and run to the right in a Southeasterly direction 90.74 feet; thence a deflection angle left of $43^{\circ}21'11''$ and run to the left in a Southeasterly direction 46.00 feet to the point of beginning of herein described 20 foot easement for sanitary sewer, said easement lying 10.00 feet each side of the following described centerline; thence a deflection angle left of $86^{\circ}54'27''$ and run to the left in a Northeasterly direction 69.58 feet to an existing sanitary sewer manhole and the end of herein described 20 foot easement for sanitary sewer.

Inst # 2000-06725

03/03/2000-06725
09:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

011 HHS 25.00