

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

Important: Read Instructions on Back Before Filling out Form.

☐ The Debtor is a transmitting utility  
as defined in ALA CODE 7-9-105(n).

No. of Additional  
Sheets Presented: **3**

This FINANCING STATEMENT is presented to a Filing Officer for  
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Jesse M. Williams, III  
P. O. Box 270  
Montgomery, Alabama 36101-0270

Pre-paid Acct. # \_\_\_\_\_

2. Name and Address of Debtor

(Last Name First if a Person)

Pelham (WH) Ventures, Inc.  
201 Vulcan Road, Suite 110  
Birmingham, Alabama 35209

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. SECURED PARTY (Last Name First if a Person)

Life Insurance Company of Georgia  
ING NA Investment Centre  
300 Galleria Parkway - Suite 1200  
Atlanta, Georgia 30339

Social Security/Tax ID # \_\_\_\_\_

☐ Additional secured parties on attached UCC-E

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

(Additional security for mortgage of even date)

All fixtures and personal property described on Exhibit  
"A" attached hereto and made a part hereof.

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

5 0 0

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:

The initial indebtedness secured by this financing statement is \$ **5,250,000.00**

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **Paid**

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)

PELHAM (WH) VENTURES, INC.

Signature(s) of Debtor(s)

By: *Harold B. Shuler*

Signature(s) of Debtor(s)

Its: *President*

Type Name of Individual or Business

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

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

Type Name of Individual or Business

DEBTOR: PELHAM (WH) VENTURES, INC.

SECURED PARTY: LIFE INSURANCE COMPANY OF GEORGIA

EXHIBIT "A"

Item 5.

The fixtures and personal property owned by Debtor now or hereafter located on real property located in Shelby County, Alabama, a more particular description of which appears on Exhibit "B" attached hereto and made a part hereof, and a mortgage upon the fee simple interest therein has been executed by the Debtor, and is recorded in the Probate Office of Shelby County, Alabama. The following items are specifically included:

- (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) 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 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 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.

- (c) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a) or (b) 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) or (b) above.
- (d) All lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture and appliances, and, in general, all building material and equipment of every kind and character used or useful in connection with the said improvements and together with all the rights, tenements and appurtenances thereunto belonging, or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatus, elevators, refrigerators, dishwashers, trash compactors, plumbing and other fixtures appertaining to said premises and any replacements thereof.

DEBTOR:

PELHAM (WH) VENTURES, INC.

SECURED PARTY:

LIFE INSURANCE COMPANY OF GEORGIA

EXHIBIT "B"

Item 5 - continued.

Commence at the Southwest corner of the Northeast one-quarter of the Southeast one-quarter of Section 14, Township 20 South, Range 3 West; thence run North along the West line of said Quarter-Quarter Section line for a distance of 536.56 feet to a point on the northwesterly right of way line of Parker Drive; thence turn an angle to the right of 41 degrees 28 minutes 50 seconds and run in a northeasterly direction along the northwesterly right of way line of Parker Drive for a distance of 390.82 feet to the point of beginning; thence continue northeasterly along last described course for a distance of 479.94 feet to its intersection with the southwesterly right of way line of the Atlantic Coast Line Railroad; thence turn an angle to the left of 90 degrees and run in a northwesterly direction along said right of way of said railroad for a distance of 106.00 feet to the point of commencement of a curve to the left, said curve having a central angle of 04 degrees 15 minutes 02 seconds and a radius of 2741.56 feet; thence run in a northeasterly direction along the arc of said curve and the southwesterly right of way of said railroad for a distance of 203.39 feet to the end of said curve; thence run along the tangent extended from said curve and the southwesterly right of way line of said railroad for a distance of 381.50 feet; thence turn an angle to the left of 85 degrees 45 minutes 23 seconds and run in a southwesterly direction for a distance of 39.93 feet; thence turn an angle to the right of 98 degrees 51 minutes 17 seconds and run in a northwesterly direction for a distance of 155.15 feet; thence turn an angle to the left of 17 degrees 02 minutes 34 seconds and run in a northwesterly direction for a distance of 97.75 feet; thence turn an angle to the left of 80 degrees 46 minutes 57 seconds and run in a southwesterly direction for a distance of 412.55 feet; thence turn an angle to the left of 90 degrees 01 minutes 36 seconds and run in a southeasterly direction for a distance of 250.01 feet; thence turn an angle to the right of 90 degrees and run in a southwesterly direction for a distance of 179.93 feet to a point on the northeastern right of way line of Stuart Lane; thence turn an angle to the left of 90 degrees 05 minutes 15 seconds and run along said right of way line in a southeasterly direction for a distance of 109.83 feet; thence turn an angle to the left of 89 degrees 53 minutes 26 seconds and run in a northeasterly direction 179.63 feet; thence turn an angle to the right of 89 degrees 57 minutes 55 seconds and run in a southeasterly direction for a distance of 579.71 feet to the point of beginning.

Inst # 1995-03813

02/10/1995-03813  
04:08 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 MCD 18.00