

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

(Probate)



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:
John E. Hagestration, Jr.
Bradley Arant Rose & White LLP
420 North 20th Street, Suite 2000
Birmingham, Alabama 35203-3208

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

2. Name and Address of Debtor (Last Name First if a Person)
Pelham Industrial Enterprises VII, L.L.C.
P. O Box 530487
Birmingham, Alabama 35253

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)
First Commercial Bank
P. O. Box 11746
Birmingham, Alabama 35202-1746

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:
The items and types of property described on the Schedule attached hereto which, together with the Exhibit or
Exhibits thereto, are incorporated herein by reference.

DEBTOR IS RECORD OWNER OF REAL ESTATE
CROSS REFERENCE IN REAL ESTATE MORTGAGE RECORDS
Additional security for mortgage filed simultaneously herewith.

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

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 \$2,500,000.00
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$3,750.00

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)

PELHAM INDUSTRIAL ENTERPRISES VII, L.L.C.

Signature(s) of Debtor(s)

By:

Member

Signature(s) of Debtor(s)

Member

Type Name of Individual or Business

Member

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

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

Type Name of Individual or Business

SCHEDULE 1
TO
UCC-1 FINANCING STATEMENT

1. All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit A attached hereto and made a part hereof;
2. All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;
3. All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;
4. All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;
5. All rents, issues, profits, royalties, income and other benefits derived from the Real Estate (collectively, the "Rents"), now or hereafter existing or entered into;
6. All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;

7. All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;
8. All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate; now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
9. All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;
10. All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;
11. All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and
12. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.

**EXHIBIT A
TO
UCC-1 FINANCING STATEMENT**

Legal Description

Part of Block 3 of Cahaba Valley Park North as recorded in Map Book 13, Page 140, in the Office of the Judge of Probate of Shelby County, Alabama, being ~~more~~ particularly described as follows: Commence at the Northeast corner of the NW ¼ of the NE ¼ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, said ¼-¼ Section corner being 1,331.88 feet, measured (1,331.96 feet, record) West of the Northeast corner of Section 31, Township 19 South, Range 2 West, said point being the Northeast corner of said Block 3 of Cahaba Valley Park North and the Northeast corner of the survey of the Alagasco site by Joseph A. Miller, Jr. dated 3-2-95, and the Northwest corner of the survey of the Drivers Mart site by Joseph A. Miller, Jr. dated 12-18-96; thence run West along the North line of said NW ¼ of the NE ¼ of said Section 31 and along the North line of said Block 3 and the North line of said Alagasco site for 588.88 feet to a point on the East right of way line of Cahaba Valley Parkway North, said point being 60.08 feet East of the Northwest corner of said Block 3; thence 92°39'22" left and run Southerly along the East right of way line of said Cahaba Valley Parkway North and along the West property line of the Alagasco site for 427.54 feet to a point on the North right of way line of a 50 foot wide Alabama Power Company right of way, said point being the South West corner of the Alagasco site and the point of beginning of the property herein described; thence 108°10'59" left and run Northeasterly along said Alabama Power Company right of way and along the South line of said Alagasco site for 183.31 feet; thence 00°55'04" right and continue Northeasterly along said right of way line and the South line of said Alagasco site for 415.90 feet to a point on the East line of said Block 3 and the Southeast corner of said Alagasco site, said point also being on the West line of said Drivers Mart survey; thence 102°58'33" right and run Southerly along the West line of said Drivers Mart survey for 495.52 feet; thence 89°17'22" right and run Westerly for 578.74 feet to a point on the East right of way line of said Cahaba Valley Parkway North; thence 90°00'00" right and run Northerly along said right of way line for 365.33 feet to the point of beginning.

Debtor: Pelham Industrial Enterprises VII, L.L.C.

Secured Party: First Commercial Bank

Inst # 1997-16412

05/28/1997-16412
08:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 20.00