

Important: Read Instructions on Back Before Filling out Form.

96921

Inst # 1997-41259

12/19/1997-41259
12/19/1997 AM CERTIFIED
08:29 AM JUDGE OF PROBATE
SHELBY COUNTY JUDGE OF PROBATE 20.00
005 NCD

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

<u>0 0 0</u>	— — —
<u>1 0 0</u>	— — —
<u>2 0 0</u>	— — —
<u>3 0 0</u>	— — —
<u>5 0 0</u>	— — —
<u>6 0 0</u>	— — —
<u>7 0 0</u>	— — —

FCL Loan No. 2901

<p>Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.</p> <p>6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected.</p> <p><input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor</p> <p><input type="checkbox"/> as to which the filing has lapsed.</p>	<p style="text-align: center;">TAX ID ON FILE</p> <p>7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ _____</p> <p>Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____</p> <p>8. <input type="checkbox"/> 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)</p>
<p>Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)</p>	

Signature(s) of Debtor(s)

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

Signature(s) of Debtor(s)

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

Type Name of Individual or Business

Type Name of Individual or Business


SCHEDULE I

TO

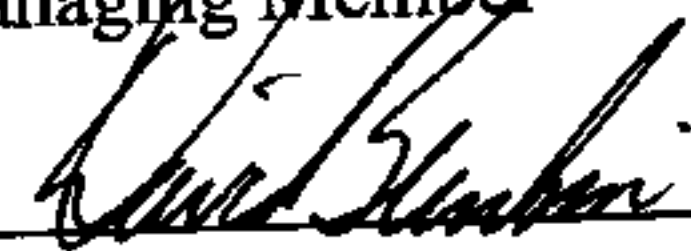
UCC FINANCING STATEMENT

Signature of Debtor:

PELHAM INDUSTRIAL ENTERPRISES, LLC,
an Alabama limited liability company

By: 
Marc A. Eason

Its: Managing Member

By: 
David Bunkin

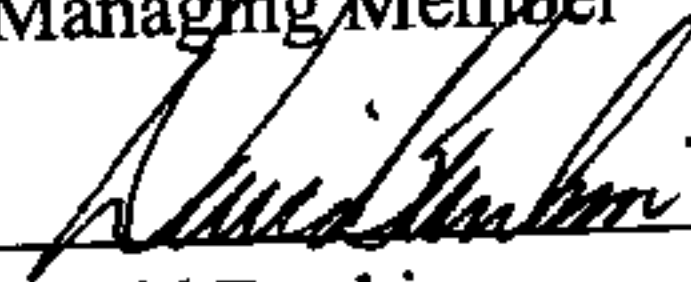
Its: Managing Member

Debtor Taxpayer ID No: 63-1118053

PELHAM INDUSTRIAL ENTERPRISES VII,
LLC, an Alabama limited liability company

By: 
Marc A. Eason

Its: Managing Member

By: 
David Bunkin

Its: Managing Member

Debtor Taxpayer ID No: 72-1373207

EXHIBIT A
TO
UCC FINANCING STATEMENT

- A. All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the ownership, development, operation or maintenance of the buildings, improvements and land at the below-described real estate (the "Property") (whether such items are leased, are owned or subject to any title retaining or security instrument, or are otherwise used or possessed), including without limitation all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment, machinery and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces, all ranges, stoves, disposers, refrigerators and other appliances, all escalators and elevators, all baths and sinks, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sash, all carpeting, underpadding, floor covering, panelling and draperies, all furnishings of public spaces, halls and lobbies, and all shrubbery and plants; all of which items shall be deemed part of the real property and not severable wholly or in part without material injury to the freehold; provided, however, that personal property and trade fixtures owned or supplied by tenants of the Property with the right of removal at the termination of their tenancies shall not be included within the scope of this paragraph.
- B. All present and future contracts and policies of insurance which insure said real estate or any building, structures or improvements thereon, or any such fixtures or personal property, against casualties and theft, and all monies and proceeds and rights thereto which may be or become payable by virtue of any such insurance contracts or policies.
- C. All of the rents, revenues, issues, profits and income of the Property, and present and future leases and other agreements for the occupancy or use of all or any part of the Property, including without limitation all cash or security deposits, advance rentals and deposits or payments of similar nature, and all guaranties of tenants' or occupants' performances under such leases and agreements; subject, however, to the assignment of rent and other property to the Secured Party.
- D. All general intangibles relating to the development or use of the Property, including without limitation all permits, licenses and franchises, all names under or by which the Property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, logos and good will in any way relating to the Property.
- E. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Property, including any awards

for damages sustained to the Property for a temporary taking, change in grade of streets or taking of access.

- F. All water stock relating to the Property, all shares of stock or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property.
- G. All products and proceeds of all of the foregoing.

The Property is located in the County of Shelby, State of Alabama, and is legally described as follows:

Parcel I

Lot D, according to the survey of Cahaba Valley Business Park, Resurvey Number 2, as recorded in Map Book 23 page 42 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel II

Lots 3 and 4, according to the survey of Cahaba Valley Business Park, Resurvey Number 2, as recorded in Map Book 23 page 42 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel III

Lot 5, according to the survey of Cahaba Valley Business Park, Resurvey Number 2, as recorded in Map Book 23 page 42 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel IV

Lot O-14B, according to the Resurvey of Cahaba Valley Business Park, as recorded in Map Book 17 page 73 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel V

Lot OW-4A, according to the Resurvey of Cahaba Valley Business Park, as recorded in Map Book 17 page 73 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel VI

Lot 1, according to the survey of Valleydale Business Center Resurvey as recorded in Map Book 18 page 89 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

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◆TC3: 358062 v03 12/15/97