

1. Return copy or recorded original to:

Phillip M. Estaver, Esq.  
Katten Muchin & Zavis  
525 West Monroe Street, Suite 1600  
Chicago, Illinois 60616-3693

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

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

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

ACV Pier Birmingham, LLC,  
a Nevada limited liability company  
1504 #8-00434 Main Street  
Gardnerville, Nevada 89410-5273

1998-21915  
06/12/1998-21915  
10:48 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 HED 20:00

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 name and address (Last Name First if a Person)

Heller Financial, Inc.  
500 West Monroe Street, 15th Floor  
Chicago, Illinois 60661

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

☐ Additional secured parties on attached UCC-E

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

All of debtor's now owned or Existing and hereafter acquired or arising accounts, accounts receivable, machinery, equipment, fixtures, inventory, goods, chattel paper, general intangibles, investment property, instruments and documents, together with all accessions to, substitutions for and replacements, products and proceeds of all of the foregoing, as more particularly described on EXHIBIT B attached hereto and made a part hereof, located on the real estate described on EXHIBIT A attached hereto and made a part hereof.

This Financing Statement is to be Filed in the UCC Records of Shelby County, Alabama.

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

000	_____
001	_____
100	_____
600	_____
700	_____
800	_____
101	_____

Check X if covered: ☒ Products of Collateral are also covered.      Filed with \_\_\_\_\_

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 \$ \_\_\_\_\_

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

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)

ACV Pier Birmingham, a Nevada limited liability company

Signature(s) of Debtor(s)

See SCHEDULE I attached

Signature(s) of Debtor(s)

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

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

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

Type Name of Individual or Business

Type Name of Individual or Business

**DEBTOR**

ACV Pier Birmingham, LLC, a Nevada  
limited liability company  
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**SECURED PARTY**

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**EXHIBIT A****LEGAL DESCRIPTION****[SEE ATTACHED]**

# EXHIBIT "A"

## LEGAL DESCRIPTION

STATE OF ALABAMA  
SHELBY COUNTY

Lot D-1, according to the survey of Pler 1 Imports Survey, as recorded in Map Book 21, Page 13, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with the Perpetual and non-exclusive easement for access on and over the site development; use of parking facilities and through all common areas and private use areas, for purposes of ingress and egress to the adjacent shopping center appurtenant to said Lot D-1 in instrument #1996-14793. Also together with that non-exclusive easement for access as set forth in instrument #1996-14794.



## **DEBTOR**

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## **SECURED PARTY**

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Chicago, Illinois 60661

## **EXHIBIT B**

- A. The real estate described on Exhibit A hereto (the "Land");
- B. All improvements of every nature whatsoever now or hereafter situated on the Land and owned by Debtor (the "**Improvements**"), and all machinery, equipment, mechanical systems and other personal property now or hereafter owned by Debtor and used in connection with the operation of the Improvements;
- C. All easements and appurtenances now or hereafter in any way relating to the Land or Improvements or any part thereof;
- D. All agreements affecting the use, enjoyment or occupancy of the Land and/or Improvements now or hereafter entered into (the "**Leases**"), including the lease to Pier 1 Imports ("**Pier 1 Lease**"), and further including any and all guaranties of such Leases, and the immediate and continuing right to collect all rents, income, receipts, royalties, profits, issues, service reimbursements, fees, accounts receivables, revenues and prepayments of any of the same from or related to the Land and/or Improvements from time to time accruing under the Leases and/or the operation of the Land and/or Improvements (the "**Rents**"), reserving to Debtor, however, so long as no "Event of Default" (hereinafter defined) has occurred hereunder, a revocable license to receive and apply the Rents in accordance with the terms and conditions of **Paragraph 13** of the Deed of Trust, Assignment of Rents and Security Agreement and Fixture Filing;
- E. All claims, demands, judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from the taking of the Land and/or the Improvements or any part thereof under the power of

eminent domain, or for any damage (whether caused by such taking, by casualty or otherwise) to the Land or the Improvements or any part thereof;

F. To the extent assignable, all now or hereafter existing management contracts and all permits, certificates, licenses, agreements, approvals, entitlements and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, operation and use of the Land, Improvements and/or Leases, including building permits, environmental certificates, licenses, certificates of operation, warranties and guaranties;

G. All of Debtor's rights in and to all trademarks, tradenames, assumed names, and other rights and interests in and to the names and marks used by Debtor in connection with the Land or Improvements, including all rights in the name Pier 1 Store #65.

H. Any monies on deposit with or for the benefit of Secured Party, including deposits for the payment of real estate taxes.

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**SCHEDULE I**

**DEBTOR:**

ACV Pier Birmingham, LLC, a Nevada  
limited liability company

By: ACV Pier Portfolio I, a Nevada limited  
liability company, its Managing  
Member

By: 

Name: DAVID R. GRIEVE

Its: MANAGED