

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

M. Lunde

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

77961

<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 Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: Hunter, Maclean, Exley & Dunn P. O. Box 9848 Savannah, Georgia 31412 Attn: Dorothea Costrini		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) DBI Properties, LLC 1682 Montgomery Highway Hoover, Alabama 35216		<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 2000-25980 08/02/2000-25980 02:02 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 HHS 20.00 </div>
Social Security/Tax ID # _____ 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)		
Social Security/Tax ID # _____ 3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) General Electric Capital Business Asset Funding Corporation 10900 N.E. Fourth St., Suite 500 Bellevue, Washington 98004		
Social Security/Tax ID # _____ 4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)		
<input type="checkbox"/> Additional debtors on attached UCC-E 5. The Financing Statement Covers the Following Types (or items) of Property: All of Debtor's right, title, and interest in and to the fixtures located on or in and the personal property relating to the improved real property located in Hoover, Shelby County, Alabama, and more particularly described in <u>Exhibit A</u> , as such collateral is more particularly described in <u>Exhibit B</u> , and all proceeds thereof.		FILED WITH: Judge of Probate of Shelby County
<input type="checkbox"/> Additional secured parties on attached UCC-E 6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> 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 \$ <u>1,430,195</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>0.00</u> 8. <input checked="" 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)
Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: 0 0 0 3 0 0 5 0 0 6 0 0 7 0 0 8 0 0
Signature(s) of Debtor(s) DBI PROPERTIES, LLC Type Name of Individual or Business		Signature(s) of Secured Party(ies) or Assignee GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION Type Name of Individual or Business


*Tax previously paid at Roll _____, Frame _____, in the Office of the Judge of Probate for Shelby County.

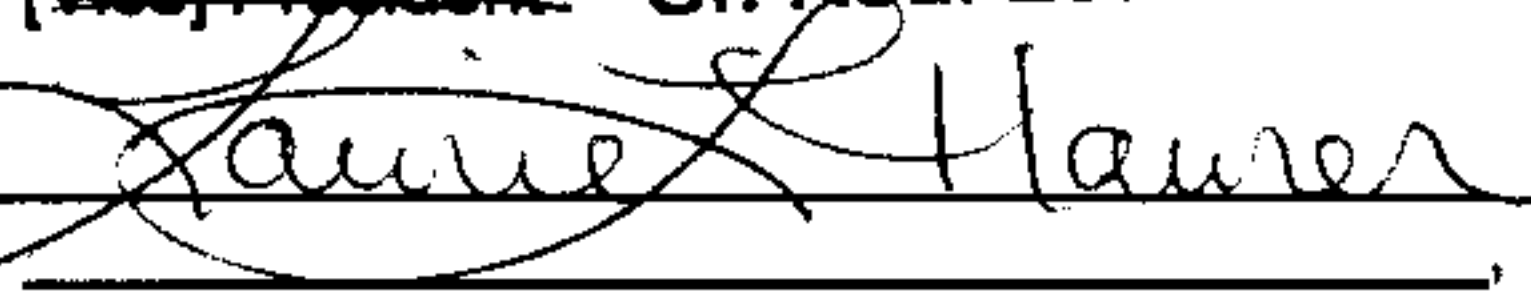
Signature Page for UCC-1 Financing Statement

(Hoover, Shelby County, Alabama)

SECURED PARTY:

GENERAL ELECTRIC CAPITAL BUSINESS ASSET
FUNDING CORPORATION, a Delaware corporation

By: 
Name Michelle Lunde
Title: ~~Vice President~~ Sr. Real Estate Loan Closer

Attest: 
Name _____
Title: Secretary

[SEAL]

Loan No.: _____

EXHIBIT A

(2147 Riverchase Office Road, Hoover, Shelby County, Alabama)

Legal Description:

Part of the West ½ of the Southeast 1/4, Section 19, Township 19 South, Range 2 West, Shelby County, City of Hoover, Alabama, being more particularly described as follows:

From the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 19, run in an Easterly direction along the South line of said 1/4 - 1/4 Section for a distance of 383.29 feet, thence turn an angle to the left of 90°00' and run in a Northerly direction for a distance of 472.62 feet, more or less, to a point on a curve on the Southerly right of way line of Riverchase Office Road, as shown on map recorded in Map Book 7, Page 124, in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 114°23'53" to the tangent of a curve to the left, said curve having a central angle of 23°56'00" and a radius of 430.00 feet and being concave in a northerly direction; thence run in an easterly direction along the arc of said curve and said Southerly right of way line for a distance of 179.62 feet, more or less, to an existing iron pin being the Northeasterly corner of the John H. Harland Company property, and the Point of Beginning; thence turn an angle to the right of 90° from tangent to said curve and run in a Southerly direction along a line radial to said curve, and along the Easterly line of the John H. Harland Company property for a distance of 203.88 feet to an existing iron pin; thence turn an angle to the left of 19°00' and run in a Southeasterly direction for a distance of 92.59 feet; thence turn an angle to the right of 0°04'30" (recorded 0°02'30") and run in a Southeasterly direction for a distance of 417.12 feet (recorded 417.62 feet) to an existing iron pin; thence turn an angle to the left of 92°58'46" (recorded 93°00'37") and run in a Northeasterly direction for a distance of 42.26 feet to an existing iron pin at the Southwest corner of a cellular tower site; thence turn an angle to the left of 87°01'26" and run Northeasterly for 70.10 feet to an old iron pin; thence 87°01'26" right and run Northeasterly for 80.00 feet to an old iron pin; thence 87°01'26" left and run in a Northwesterly direction for a distance of 250.14 feet to an existing iron pin; thence turn an angle to the right of 63°43'02" (recorded 63°42'09") and run in a Northeasterly direction for a distance of 224.42 feet (recorded 224.37 feet) to an existing iron pin being on the South line of Riverchase Office Road; said point being on a curve to the right; thence 24°42'15" (recorded 24°48'04") right to become radial to a curve to the right, said curve having a central angle of 47°50'04" and radius of 65.00 feet and being concave in an Easterly direction; thence run in a Northerly direction along the arc of said curve and said Southwesterly right of way line for a distance of 54.27 feet to a point of reverse curve, said curve having a central angle of 61°18'59", a radius of 25.00 feet and being concave in a Westerly direction; thence run in a Northerly direction along the arc of said curve and said right of way line for a distance of 26.75 feet to the end of the second curve and the point of beginning of a third curve to the left; said curve having a central angle of 58°44'48" a radius of 240.00 feet and being concave in a Southwesterly direction; thence run along the arc of said curve for 246.08 feet to the end of said curve; thence at tangent to the end of said curve run in a Westerly direction along the Southerly right of way line of Riverchase Office Road for a distance of 104.38 feet to a point of a curve to the right, said curve having a central angle of 2°41'00" and a radius of 430.00 feet, and being concave in a Northerly direction; thence run in a Westerly direction along the arc of said curve and said right of way line for a distance of 20.14 feet, more or less, to the Northeast corner of the John H. Harland Company property and the Point of Beginning, being situated in Shelby County, Alabama.

EXHIBIT B

(2147 Riverchase Office Road, Hoover, Shelby County, Alabama)

Secured Party: GENERAL ELECTRIC CAPITAL BUSINESS ASSET FUNDING CORPORATION, a Delaware corporation, its successors and assigns

Debtor: DBI PROPERTIES, LLC, a Delaware limited liability company

Loan No.: 050-0000542-001

The collateral includes all of the right, title and interest of Debtor in, to and under:

1. All fixtures, equipment, landscaping, and articles of property now or hereafter attached to, or used or adapted for use in the operation of buildings, structures, improvements, and parking areas located on the real estate (herein the "Premises") described in Exhibit A, including but without being limited to, all heating, air conditioning, lighting, and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this paragraph 1 shall be referred to as the "Improvements" and shall be deemed part of the realty and not severable wholly or in part without material injury to the freehold of the Premises.
2. All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (a) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (b) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever.
3. Return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party with respect to the Premises, Improvements and other collateral described herein, and refunds or rebates of taxes or assessments on the Premises.
4. All written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding.
5. Plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction

materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements.

6. All contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees.

7. All books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein.

8. All additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any inventory, equipment, furniture, furnishings or trade fixtures owned or supplied by tenants of the Premises.

FURTHER ENCUMBRANCE OF THE ABOVE COLLATERAL IS PROHIBITED.

Inst # 2000-25980

(300155-1)

**08/02/2000-25980
02:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NMS 20.00**