

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

Important: Read Instructions on Back Before Filling out Form.

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

16943

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

No. of Additional  
Sheets Presented. **4**

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

1. Return copy or recorded original acknowledgement to:

Dawn H. Sharff, Esq.  
Walston, Wells, Anderson & Bains, LLP  
P.O. Box 830642  
Birmingham, AL 35283

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

2. Name and Address of Debtor

(Last Name First if a Person)

White Properties, L.L.C.  
3213 Brook Highland Trace  
Birmingham, AL 35242

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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

National Bank of Commerce of Birmingham  
1927 1st Avenue North  
Birmingham, AL 35203

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

☐ Additional secured parties on attached UCC-E

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

FILED WITH:

Shelby County, AL

4. NAME AND ADDRESS OF  
ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

See Schedule I attached hereto and made a part hereof for a  
description of the property covered hereby, some of which  
may be or may become fixtures on the Real Estate described  
on Exhibit A attached hereto, of which the Debtor is the  
record owner.

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

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

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)

Signature(s) of Secured Party(ies)

(Required only if filed without debtor's Signature — see Box 6)

WHITE PROPERTIES, L.L.C.

Signature(s) of Debtor(s)

By: [Signature]

Signature(s) of Debtor(s)

Its: Authorized Member

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

**SCHEDULE I  
TO  
UCC-1**

**[White Properties, L.L.C.]**

- A. The real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate") and all improvements, structures, buildings and fixtures now or hereafter situated thereon (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C.
  - (i) All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which the Debtor is the lessor, including but not limited to the existing leases described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including but not limited to, the Existing Leases being hereinafter collectively referred to as the "Leases");
  - (ii) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
  - (iii) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of

Default has occurred, the Debtor shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

(iv) any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Debtor hereby appoints the Secured Party as the Debtor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of, or used or useful in connection with, the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Improvements.
- E. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Secured Party, or in which the Secured Party is granted a security interest, as and for additional security hereunder by the Debtor, or by anyone on behalf of, or with the written consent of, the Debtor.

**EXHIBIT A  
TO  
UCC-1**

**[Legal Description]**

Part of Lot 7, Oak Mountain Commerce Place, as recorded in Map Book 18, Page 58, in the Office of the Judge of Probate in Shelby County, ALABAMA. Being located in the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 31, Township 19 South, Range 2 West, more particularly described as follows:

Commence at the NW corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section said point being the Northwest corner of said Lot 7; thence in an Easterly direction along the Northerly line of said Lot 7, a distance of 514.26 feet to the Northeast corner of said Lot 7; thence 95 degrees, 55 minutes, 44 seconds right, in a southerly direction along the Easterly line of said Lot 7, a distance of 296.27 feet to the point of beginning; thence continue along last described course a distance of 175.0 feet; thence 90 degrees, right in a Westerly direction 172.98 feet to the Easterly right of way line of Commerce Parkway; thence 75 degrees, 30 minutes, 09 seconds right, in a Northerly direction along said right of way line 122.81 feet to the beginning of a curve to the right having a radius of 25.0 feet and a central angle of 48 degrees, 11 minutes, 20 seconds; thence in a Northeasterly direction along said curve and right of way line a distance of 21.03 feet to end of said curve and the beginning of a curve to the left having a radius of 50.0 feet and a central angle of 43 degrees, 10 minutes, 33 seconds; thence in a Northeasterly direction along arc of said curve and along said right of way line a distance of 37.68 feet; thence 99 degrees, 29 minutes, 07 seconds right from tangent of said curve in an Easterly direction a distance of 192.60 feet to the point of beginning; being situated in Shelby County, Alabama.

**EXHIBIT B  
TO  
UCC-1**

**[Existing Leases]**

1. Lease with Pepperidge Farm, Incorporated dated as of December 1, 1995
2. Commercial Lease with White Industries, Inc. dated January 1, 1998

**Inst # 2000-29212**

**08/25/2000-29212  
01:59 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 CJ1 19.00**