

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

34257

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

☐ 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 Office for
filing pursuant to the Uniform Commercial Code.

1. *Return copy or recorded original to:

R. Russell Berry, Esq.
Womble Carlyle Sandridge & Rice, PLLC
One Atlantic Center, Suite 3500
1201 W. Peachtree Street
Atlanta, Georgia 30309

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)

Pelham Industrial Enterprises Ten, L.L.C.
2101 Highland Avenue
Suite 700
Birmingham, Alabama 35205

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

FILED WITH:

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

Jefferson-Pilot Life Insurance Company
P.O. Box 20407
Greensboro, North Carolina 27420

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 property covered by this financing statement is described on Exhibit "B" attached hereto and incorporated herein by this reference. The land involved is described on Exhibit "A" attached hereto and incorporated herein by this reference.

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

0	0	0	---
1	0	0	---
2	0	0	---
3	0	0	---
5	0	0	---
7	0	0	---

This UCC is given as additional security to Mortgage recorded
in RPB 2001, page 44286

RECORD OWNER: Pelham Industrial Enterprises Ten, L.L.C.

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 \$ 3,200,000.00

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

☒ 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)

See attached signature page

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

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

SIGNATURE PAGE FOR UCC-1 FINANCING STATEMENT

PELHAM INDUSTRIAL ENTERPRISES
TEN, L.L.C., an Alabama limited liability
company

By:  (SEAL)
MARC A. EASON, Member

ATLANTA 270954v1

EXHIBIT "A"

Parcel I

Lot 8, of Cahaba Valley Business Park, Resurvey No. 5, as recorded in Map Book 28 page 124 in the Judge of Probate Office of Shelby County, Alabama, situated in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

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 1/4 of the NE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama said 1/4 1/4 section corner being 1331.88 feet measured (1331.96 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 1/4 of the NE 1/4 of said Section 31 and along the North line of said Block 3 and the North line of said Alagasco Site for 588.83 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 deg. 39 min. 22 sec. 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 the NW corner of Lot 5 of Cahaba Valley Business Park Resurvey No. 2, as recorded in Map Book 23 page 42 in the Office of the Probate Judge of Shelby County, Alabama; thence continue Southerly along the last stated course and along the East right of way of said Cahaba Valley Parkway North and along the West line of said Lot 5 for 365.33 feet to the SW corner of said Lot 5 and the NW corner of Cahaba Valley Business Park Phase 6, thence continue Southerly along the Last stated course and along the west line said Phase 6 of Cahaba Valley Business Park for 295.46 feet to the SW corner of said Phase 6, said point also being the NW corner of Phase 7 of Cahaba Valley Business Park; thence continue Southerly along the last stated course and along said right of way line and along the west line of said Phase 7, for 9.48 feet to the beginning of a curve to the left said curve subtending a central angle of 14 deg. 40 min. 52 sec. and having a radius of 1359.64 feet; thence run Southerly along the arc of said curve and along said right of way line and along the west line of said Phase 7 for 348.38 feet to the end of said curve and the SW corner of said Phase 7 and the point of beginning of the parcel herein described; thence from tangent of said curve turn 89 deg. 09 min. 26 sec. left and run Northeasterly along the South line of said Phase 7, for 30.55 feet to the beginning of a curve to the right said curve subtending a central angle of 07 deg. 51 min. 56 sec. and having a radius of 1070.97 feet; thence run Northeasterly along the arc of said curve and along the South line of said Phase 7 for 147.02 feet the end of said curve; thence at tangent to said curve run Northeasterly along the South line of said Phase 7, for 417.85 feet to a point on the Southwest line of said Drivers Mart Survey; thence 26 deg. 58 min. 00 sec. right and run Southeasterly along the Southwest line of said Drivers Mart survey for 135.90 feet; thence 20 deg. 33 min. 00 sec. right and run Southeasterly along the Southwest line of said Drivers Mart

Survey for 174.53 feet; thence 08 deg. 30 min. 00 sec. right and run Southeasterly along the SW line of said Drivers Mart Survey for 37.46 feet to a point on the North line of the Shelby Medical Center Baptist Medical Centers Resurvey as recorded in Map Book 18 page 27 in the Probate Office of Shelby County, Alabama; thence 105 deg. 32 min. 07 sec right and run Southwesterly along the North line of said resurvey for 766.37 feet to the NW corner of said resurvey, said point being on the East right of way line of Cahaba Valley Parkway; thence 96 deg. 45 min. 37 sec. right to become tangent to a curve to the left said curve subtending a central angle of 06 deg. 44 min. 26 sec. and having a radius of 199.44 feet; thence run Northwesterly along the arc of said curve and along said right of way line for 23.46 feet to the end of said curve; thence at tangent to said curve run Northwesterly along said right of way line for 214.33 feet to the beginning of a curve to the right said curve subtending a central angle of 09 deg. 41 min. 00 sec. and having a radius of 1359.64 feet; thence run Northwesterly along the arc of said curve and along right of way line for 229.75 feet to the end of said curve and the point of beginning.

Parcel II

Beneficial terms and conditions of the Grant of Easement by and between Pelham Industrial Enterprises Nine, LLC and Pelham Industrial Ten, LLC dated 9-20-01 by Inst. #2001-41572 in Probate Office, as amended.

All being situated in Shelby County, Alabama.

EXHIBIT "B"
TO FINANCING STATEMENT

All of Debtor's now or hereafter acquired estate, right, title and interest in, to and under all buildings, structures, improvements and fixtures now existing or hereafter erected on the real property ("Land") described in Exhibit "A" attached hereto, and all right, title and interest, if any, of the Debtor in and to the streets and roads, open or proposed, abutting the Land to the centerlines thereof, and strips within or adjoining the Land, the airspace and right to use said airspace above the Land, all rights of ingress and egress on or within the Land, all easements, rights and appurtenances thereto or used in connection with the Land, including, without limitation, air, lateral support, alley and drainage rights, all revenues, income, rents, cash or security deposits, advance rental deposits, and other benefits thereof or arising from the use or enjoyment of all or any portion thereof, all interests in and rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances thereon or therein, and water stock, all options to purchase or lease, all development or other rights relating to the Land or the operation thereof, or used in connection therewith, including all of Debtor's right, title and interest in all fixtures, attachments, partitions, machinery, equipment, building materials, appliances and goods of every nature whatever now or hereafter located on, or attached to, the Land, all of which, including replacements and additions thereto, shall, to the fullest extent permitted by law, be deemed real property and, whether affixed or annexed thereto or not, be deemed conclusively to be real property. All of the foregoing property described in this paragraph (the "Improvements"), together with the Land, is hereinafter referred to as the "Property."

TOGETHER WITH all of the Debtor's now-existing or hereafter acquired right, title and interest in and to each and all of the following:

- (A) All equipment, inventory, goods, instruments, appliances, furnishings, machinery, tools, raw materials, component parts, work in progress and materials, and all other tangible personal property of whatsoever kind, used or consumed in the improvement, use or enjoyment of the Property now or any time hereafter owned or acquired by Debtor, and all products thereof whether in possession of Debtor or whether located on the Property;
- (B) To the extent such general intangibles are assignable, all general intangibles relating to design, development, operation, management and use of the Property, including, but not limited to: (1) all names under which or by which the Property may at any time be owned and operated or any variant thereof, and all goodwill in any way relating to the Property and all service marks and logotypes used in connection therewith; (2) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Property; (3) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupation or operation of the Property; (4) all materials prepared for filing or filed with any governmental agency; and (5) the books and records of Debtor relating to construction, or operation of the Property;
- (C) All shares of stock or partnership interest or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, including, all water

stock relating to the Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; provided, however, that the foregoing shall not include any ownership interests in the Debtor.

(D) All accounts, deposit accounts, tax and insurance escrows held by Secured Party pursuant to the instrument to which this financing statement relates, accounts receivable, instruments, documents, documents of title, general intangibles, rights to payment of every kind, all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, insurance policies, licenses and bonds now or anytime hereafter arising from construction on the Land or the use or enjoyment of the Property to the extent such are assignable;

(E) All of Debtor's interest in and to all causes of action, claims, compensation, proceeds and recoveries for any damage or injury to the Property or any part thereof or for any loss or diminution in value of the Property;

(F) All condemnation proceeds and insurance proceeds related to the Property;

(G) All of the rents, income, profits, revenue, judgments and any other fees or sums payable to Debtor or to any other person as landlord and other benefits and rights of the Property arising from the use, occupancy, operation or management of all or any portion thereof or from any and all of the present and future leases covering all or any part of the Property, and any proceeds, deposits or security deposits relating thereto, including, without limitation, any award to Debtor made hereafter in any court involving any of the tenants under any leases of the Property in any bankruptcy, insolvency, or reorganization proceeding in any state or federal court and Debtor's right to appear in any action and/or to collect any such award or payment and all payments by any tenant in lieu of rent; and

(H) All articles of personal property now or hereafter attached to, placed upon for an indefinite term or used in connection with the Land, appurtenances to the Land, and the Improvements together with all goods and other property which are or at any time become so related to the Property that an interest in them arises under real estate law as fixtures.

TOGETHER with all additions to, substitutions for and the products of all of the above, and all proceeds therefrom, whether cash proceeds or noncash proceeds, received when any such property (or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the foregoing specifically-described property of Debtor acquired with cash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper and General Intangibles arising from or used in connection with the Property, as those terms are defined in the Uniform Commercial Code from time to time in effect in the state in which the Property is located.