

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & TEL # OF CONTACT AT FILER [optional] Lucas B. Gambino / 205/254-1219	
B. SEND ACKNOWLEDGMENT TO: (Name and Mailing Address)	
Lucas B. Gambino Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 AmSouth/Harbert Plaza Birmingham, AL 35203-2618	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
OR	1a. ORGANIZATION'S NAME SHEFFIELD REALTY I, L.L.C.			
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1800 Corporate Drive		CITY Birmingham	STATE AL	POSTAL CODE 35242
1d. TAX ID #: SSN OR EIN 		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama
1g. ORGANIZATIONAL ID # (if any)				<input checked="" type="checkbox"/> None
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
2g. ORGANIZATIONAL ID # (if any)				<input type="checkbox"/> None
3. SECURED PARTY'S NAME - (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
OR	3a. ORGANIZATION'S NAME AmSouth Bank			
	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P. O. Box 11007		CITY Birmingham	STATE AL	POSTAL CODE 35288

4. This FINANCING STATEMENT covers the following collateral:

All types (or items) of property described in Schedule I attached hereto and made a part hereof.

Some of the property described in Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A attached thereto and made a part hereof. The Debtor is the record owner of said Land. [Fixture Filing]

The initial indebtedness secured by this financing statement is additional security to a mortgage filed simultaneously herewith.

5. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] [optional]
8. OPTIONAL FILER REFERENCE DATA To be filed with: Shelby County, Alabama AmSouth Bank/Sheffield Realty II (#2-2024)	

**SCHEDULE I  
TO  
UCC FINANCING STATEMENT**

The Property covered by this financing statement includes all of the Company's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Company and whether now existing or hereafter incurred, created, arising or entered into (all of which being hereinafter collectively called the "Collateral"):

**I.**

**Real Property**

The real property and interests therein described in Exhibit A attached hereto, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein (the "Real Property").

**II.**

**Buildings**

All buildings, structures and other improvements now or hereafter located on the Real Property (the "Buildings").

**III.**

**Personal Property**

All personal property, both tangible and intangible (including replacements, substitutions and after-acquired property) at any time owned by the Company and located on or about the Real Property or used or intended to be used in the operation thereof including, without limitation, all fixtures, furniture, equipment and supplies, accounts receivable and all licenses, permits and other governmental approvals.

**IV.**

**Special Funds Under Indenture**

Money and investments from time to time on deposit in, or forming a part of, the Special Funds established under the Indenture; provided, however, that money and investments in the Special Funds may be applied as provided in the Indenture.

## **V.**

### **Construction Documents**

All right, title and interest of the Company in and to (i) the plans and specifications for the Buildings; (ii) contracts with architects, engineers and contractors for the design, construction and development of the buildings and improvements constituting a part of the Buildings, (iii) contracts and purchase orders with vendors and suppliers for the acquisition and installation of equipment and other personal property constituting a part of the Buildings, and (iv) performance and payment bonds with respect to such contracts and purchase orders for the Buildings (the "Construction Documents"); provided, however, that so long as no Event of Default exists, the Company may, in its own name, exercise any right or privilege granted to the Company by the Construction Documents.

## **VI.**

### **Condemnation Awards and Insurance Proceeds**

All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Company with respect to property constituting part of the Collateral, as a result of the exercise of the right of eminent domain, and all right, title and interest of the Company in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of such property.

## **VII.**

### **Leases and Rents**

(a) All written or oral leases or subleases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the Company is the lessor or sublessor, and any and all extensions and renewals thereof, now or hereafter existing (the "Leases");

(b) Any and all guaranties of performance by lessees or sublessees under the Leases;

(c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Company may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of such property, 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, liquidated damages upon default, the premium payable by any lessee or sublessee 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 such property, together with any and all rights and claims of any kind that the Company may have against any such lessee or sublessee under the Leases or against any sub-sublessees or occupants of such property (the "Rents"); and

(d) Any award, dividend or other payment made hereafter to the Company in any court procedure involving any of the lessees or sublessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees or sublessees in lieu of rent, the Company hereby appointing the Bank as its irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

## **VIII.**

### **Other Property**

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 Bank as and for additional security hereunder by the Company or by anyone on behalf of, or with the written consent of, the Company.

As used in this Schedule I, capitalized terms are defined as follows:

**"Bank"** shall mean the secured party described in this financing statement.

**"Company"** shall mean the debtor described in this financing statement.

**"Indenture"** shall mean that certain Trust Indenture dated August 1, 2002, between the Company and The Bank of New York Trust Company of Florida, N.A., a national banking association, and its successors and assigns.

**"Special Funds"** shall mean all funds and accounts established pursuant to the Indenture, including without limitation the Debt Service Fund, the Note Purchase Fund and the Acquisition Fund established pursuant to the Indenture.

**EXHIBIT A**

**Lot 9-C, according to a Resurvey of Lot 9-B-3, Meadow Brook Corporate Park South, Phase II, Resurvey No. 1, as recorded in Map Book 23 page 52 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.**