

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY



20030318000164510 Pg 1/7 38.00
Shelby Cnty Judge of Probate, AL
03/18/2003 16:43:00 FILED/CERTIFIED

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Alston & Bird LLP
1201 West Peachtree Street
Atlanta, GA 30309-3424

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

MB600, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

3595 Grandview Parkway, Suite 400

CITY

Birmingham

STATE

AL

POSTAL CODE

35243

COUNTRY

US

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

DE

1g. ORGANIZATIONAL ID #, if any

3387114

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Fortis Benefits Insurance Company

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

One Chase Manhattan Plaza

CITY

New York

STATE

NY

POSTAL CODE

10005

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

All those types or items of property described on Exhibit B attached hereto and by this reference made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable] ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Shelby County, AL; Loan No. 16215

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME MB600, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #:	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
					☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate.

The real estate is described on Exhibit A attached hereto and by this reference made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
- ☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
- ☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A
TO UCC FINANCING STATEMENT BETWEEN
MB600, LLC (TAXPAYER ID NO.: 63-127-3513), AS DEBTOR, AND
FORTIS BENEFITS INSURANCE COMPANY, AS SECURED PARTY

PARCEL I:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Shelby County, Alabama, and known as Lot 11B-1, Meadow Brook Corporate Park South, Phase II, resurvey of Lot 11A and 11B, as per plat recorded in Map Book 13, Page 84, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Commence at the point formed by the intersection of the southeastern margin of the right of way of Meadow Brook Road with the southwestern margin of the right of way of Corporate Parkway (right of way width varies) and thence run South 51 deg. 47 min. 47 sec. East along the southwestern margin of the aforesaid right of way of Corporate Parkway a distance of 97.80 feet to a point; thence running in a southeasterly direction along the southwestern margin of the aforesaid right of way of Corporate Parkway and along the arc of a curve an arc distance of 323.95 feet to a point, said point being the POINT OF BEGINNING (said arc being subtended by a chord having a bearing of South 79 deg. 09 min. 10 sec. East and a radius of 339.25 feet) ; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, run South 73 deg. 29 min. 28 sec. East along the southwestern margin of the aforesaid right of way of Corporate Parkway a distance of 109.47 feet to a point; thence running in a southeasterly direction along the southwestern margin of the right of way of Corporate Parkway and along the arc of a curve an arc distance of 403.50 feet to a point (said arc being subtended by a chord having a bearing of South 80 deg. 14 min. 14 sec. East and a radius of 440.00 feet) ; thence running South 53 deg. 58 min. 00 sec. East along the southwestern margin of the aforesaid right of way of Corporate Parkway a distance of 359.44 feet to a point; thence leaving the southwestern margin of the aforesaid right of way of Corporate Parkway and running South 36 deg. 39 min. 53 sec. West a distance 99.01 feet to a point; thence running South 73 deg. 24 min. 59 sec. West a distance of 489.96 feet to a point; thence running North 89 deg. 15 min. 39 sec. West a distance of 50.92 feet to a point; thence running North 23 deg. 15 min. 35 sec. West a distance of 506.13 feet to the POINT OF BEGINNING; being situated in Shelby County, Alabama.

PARCEL II:

Beneficial easement rights appurtenant to Parcel I as set out in Declaration of Covenants, Conditions, Restrictions for Meadow Brook Corporate Park South as set out in Real Book 64 page 91, with 1st Amendment in Real 95 page 826, with 2nd Amendment in Real 141 page 784, with 3rd Amendment in Real 177 page 244, with 4th Amendment in Real 243

page 453, with 5th Amendment in Real 245 page 89, with 6th Amendment by Inst. No. 1992-23529, with 7th Amendment by Inst. No. 1995-03028, with 8th Amendment by Inst. No. 1995-04188 and with 9th Amendment by Inst. No. 1996-5491, with 10th Amendment recorded as Inst. No. 1996-32318, 11th Amendment recorded as Inst. No. 1997-30077, with 12th Amendment recorded as Inst. No. 1997-37856, with 13th Amendment recorded as Inst. No. 1998-5588, with 14th Amendment recorded as Inst. No. 1998-41655 and 15th Amendment recorded as Inst. No. 1998-46243 in the Probate Office.

THE RECORD OWNER OF THE REAL PROPERTY IS: MB600, LLC

EXHIBIT B

TO UCC FINANCING STATEMENT BETWEEN
MB600, LLC (TAXPAYER ID NO.: 63-127-3513), AS DEBTOR, AND
FORTIS BENEFITS INSURANCE COMPANY, AS SECURED PARTY

The following described land, interests in land, estates, easements, rights, appurtenances, buildings, improvements, fixtures, furniture and appliances and other personal property (hereinafter all of the foregoing are sometimes collectively referred to as the "Mortgaged Property"; as used herein, the term "Borrower" shall mean "Debtor" and the term "Lender" shall mean "Secured Party", and any other terms not herein defined shall have the definitions set forth in that certain Mortgage and Security Agreement (the "Instrument") from Debtor to or for the benefit of Secured Party conveying the Premises (as hereinafter defined)):

(a) that tract or parcel of land more particularly described in Exhibit A attached to the within Financing Statement and by this reference made a part hereof (the "Premises");

(b) all buildings and other structures and improvements now or hereafter located on the Premises (the "Improvements");

(c) all of the estate, right, title, claim or demand of any nature whatsoever of Borrower, either in law or in equity, in possession or expectancy, in and to the Premises and Improvements or any part thereof;

(d) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances, reversion or reversions, remainder or remainders of any nature whatsoever, in any way belonging, relating or pertaining to the Premises (including, without limitation, any and all development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Premises or now or hereafter transferred to the Premises) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof;

(e) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever and all additions thereto and renewals and replacements thereof, and all substitutions therefor, now owned or hereafter acquired by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon or in, or attached to, any portion of the Premises and Improvements, or appurtenances thereto, and used or usable in connection with the present or future

operation and occupancy of the Premises and Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Premises and Improvements (collectively, the "Equipment") (other than fixtures, equipment, machinery or other property of tenants under any lease of or rental agreement for space in the Premises and Improvements), including the interest of Borrower in all of the aforesaid which are subject to lease agreements or other service contracts (but excluding the interest of the lessor or owner of such items), and including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a sale of any of the foregoing, and the right, title and interest of Borrower in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State in which the Premises and Improvements are located; the "Uniform Commercial Code"), superior in lien to the lien of the Instrument and all proceeds and products of any of the above, and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to, and a part of, the Premises and Improvements as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by the Instrument;

(f) all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises, Improvements and Equipment, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), for a change in grade or for any other injury to or decrease in the value of the Premises and Improvements and the reasonable attorneys' fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment;

(g) the interest of the owner of the Mortgaged Property in and to all leases and other agreements affecting the use or occupancy of the Premises and Improvements or any part thereof now or hereafter entered into (including any such agreements entered into after filing by or against Borrower of a petition for relief under 11 U.S.C Section 101 et seq. (the "Bankruptcy Code"), as the same may be amended from time to time) (the "Leases") and absolutely and presently the right to receive and apply the income, rents, issues, cash collateral, revenues, royalties, benefits and profits of the Premises and Improvements from time to time accruing, including, without limitation, all payments under Leases or tenancies, proceeds of insurance, additional rents, lease termination fees, tenant security deposits and escrow funds paid or accruing before or after the filing by or against Borrower of a petition for relief under the Bankruptcy Code (the "Rents"); reserving only the right, power and authority given to Borrower as a licensee to collect and apply the same prior to the occurrence of an Event of Default hereunder and so long as the same are not subjected to garnishment, levy, attachment or lien;

(h) all proceeds of and any unearned premiums on any insurance policies covering the Premises and Improvements (whether or not such policies are specifically required hereunder and/or the requirement for such policies had been theretofore waived or deferred by Lender), including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises and Improvements;

(i) the right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Premises and Improvements and to commence any action or proceeding to protect the interest of Lender in the Premises and Improvements; and

(j) all refunds, rebates or credits in connection with the reduction of Taxes (hereinafter defined) as a result of tax certiorari or any applications or proceedings for deduction;

(k) all trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and other general intangibles specific to or used in connection with the operation of the Mortgaged Property; and

(l) all and singular the rights, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises and Improvements hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower.

THIS FINANCING STATEMENT IS TO BE INDEXED IN THE REAL ESTATE
RECORDS OF SHELBY COUNTY, ALABAMA