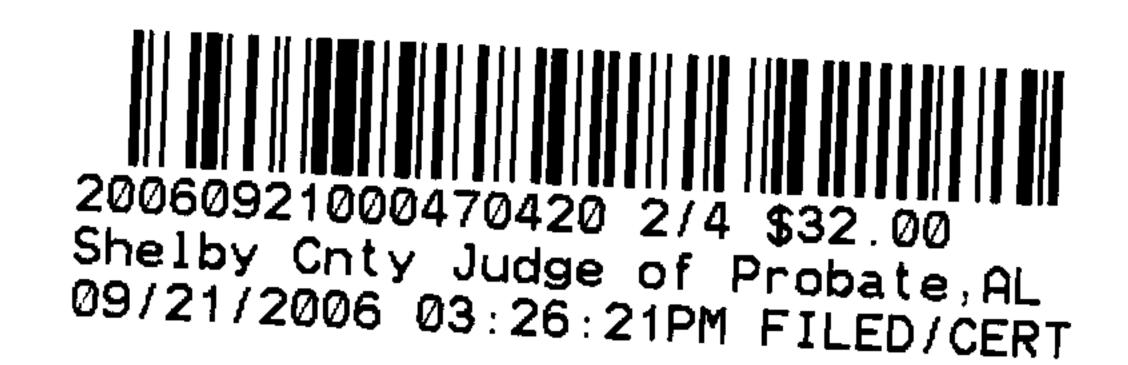
20060921000470420 1/	4 \$32.00
Shelby Cnty Judge 51 00/21/2006 03:26:21P	M FILED/CER

## UCC FINANCING STATEMENT

FOLL	OW INSTRUCTIONS	S (front and back) CA	REFULLY					
A. NA	ME & PHONE OF C	CONTACT AT FILER	(optional)					
B. SE	ND ACKNOWLEDG	MENT TO: (Name ar	d Address)					
	•	d, Paddock and g Lake Road, S n 48098		J	THE ABOVE SP	ACE IS FO	R FILING OFFICE U	SE ONLY
1. DE	BTOR'S EXACT	FULL FGAL NAM	E — insert only <u>one</u> debtor name (1a	or 1h) — do not abb				
	1a. ORGANIZATIOI	·		or roy — do not abo	reviate of combine marries			•
OR	1b. INDIVIDUAL'S	LAST NAME		FIRST NAME		MIDDLE	VAME	SUFFIX
1c. MA	ILING ADDRESS	······································	······································	CITY	· • · · · · · · · · · · · · · · · · · ·	STATE	POSTAL CODE	COUNTRY
1c. MAILING ADDRESS  713 Mill Springs Lane  1d. SEE INSTRUCTIONS  ADD'L INFO RE  1e. TYPE OF ORGANIZATION		Birmingham		AL	35244	USA		
	<del></del>	ADD'L INFO RE	1e. TYPE OF ORGANIZATION	<del> </del>	ON OF ORGANIZATION	··· <del> </del> ·	ANIZATIONAL ID#, if a	<del></del>
N/A		ORGANIZATIONAL DEBTOR	limited liability company	Alabama		DLL689-903		NONE
2. AD	DITIONAL DEBT	OR'S EXACT FULI	_ LEGAL NAME — insert only on	e debtor name (2a d	or 2b) – do not abbreviate or	combine name	es	
	2a. ORGANIZATION'	SNAME						
OR	2b. INDIVIDUAL'S LA	AST NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
2c. MA	ILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
2d. <b>SE</b>	E INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTIO	N OF ORGANIZATION	2g. ORG	ANIZATIONAL ID#, if ar	ny NONE
3. SE	CURED PARTY'S	S NAME (or NAME of	OTAL ASSIGNEE of ASSIGNOR S/P	) – insert only <u>one</u> s	secured party name (3a or 3b	<u> </u>		
	3a. ORGANIZATION	N'S NAME						
		k National Asso	ociation		···			
OR	3b. INDIVIDUAL'S I	LAST NAME		FIRST NAME		MIDDLE	VAME	SUFFIX
	LING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
ATT	N: Real Estate	Capital Marke	ts	Chicago		IL	60603	USA
135	S. LaSalle Str	eet, Suite 3410						
4. This	FINANCING STAT	EMENT covers the fo	llowing collateral:					
and/	or related to th	nat real property	description of the Colla commonly known as a and more particularly of	AutoZone -	<u>Pelham</u> , located a	t 2180 F		

5. ALTERNATIVE DESIGNATION [if applicable[:	□ LESSEE/LESSOR	☐ CONSIGNEE	/CONSIGNOR	□ BAILEE/BAILOR	☐ SELLER/BUYER	□ AG. LIEN	□ NON-UCC FILING		
6. 図 This FINANCING STATEMENT is to be filed RECORDS. Attach Addendum	図 This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE CORDS. Attach Addendum				7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)  [ADDITIONAL FEE] [optional] □ All Debtors □ Debtor 1 □ Debt				
8. OPTIONAL FILER REFERENCE DATA Filed in the County of Shelby (3)	State of Alabam	ıa)							

International Association of Commercial Administrators (IACA)



## EXHIBIT A TO UCC-1 FINANCING STATEMENT

Debtor:

Secured Party:

Pelham Retail Investments, LLC 713 Mill Springs Lane Birmingham, Alabama 35244

LaSalle Bank National Association 135 S. LaSalle Street, Suite 3410 Chicago, Illinois 60603 Attn: Real Estate Capital Markets

Tax ID No.:

N/A

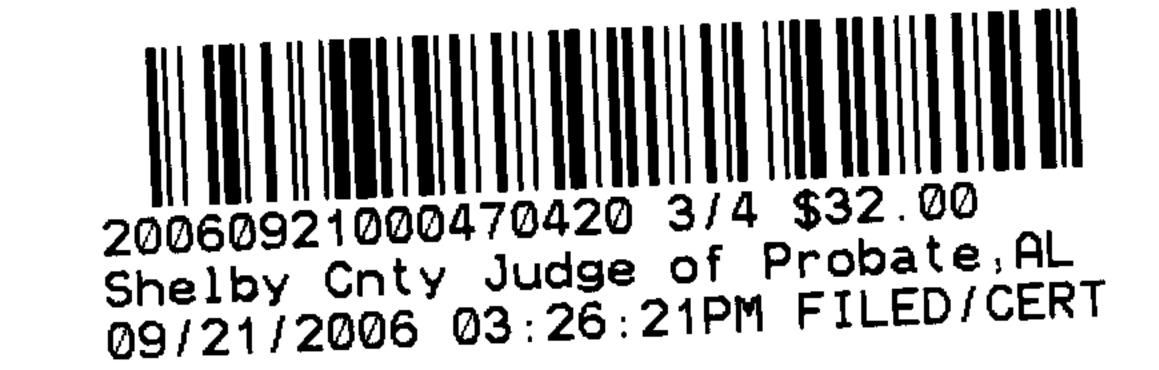
Organizational No.:

DLL689-903

The Financing Statement covers, and the Debtor does hereby pledge, assign, transfer and deliver to the Secured Party and does hereby grant to the Secured Party a continuing and unconditional security interest in and to the following types (or items) of property:

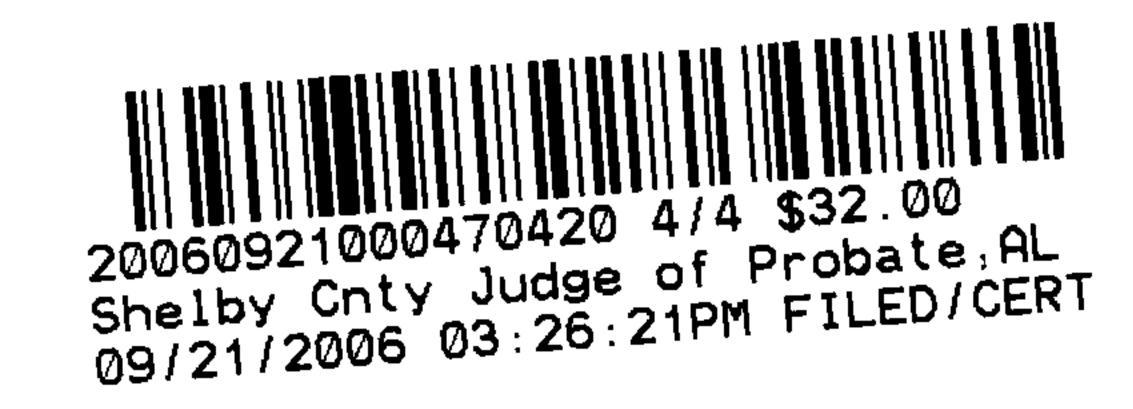
Any and all assets of the Debtor, of any kind or description, tangible or intangible, whether now existing or hereafter arising or acquired, including, but not limited to:

- (a) all property of, or for the account of, the Debtor now or hereafter coming into the possession, control or custody of, or in transit to, the Secured Party or any agent or bailee for the Secured Party or any parent, affiliate or subsidiary of the Secured Party or any participant with the Secured Party in the loans to the Debtor (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including all earnings, dividends, interest, or other rights in connection therewith and the products and proceeds therefrom, including the proceeds of insurance thereon; and
- (b) the additional property of the Debtor, whether now existing or hereafter arising or acquired, and wherever now or hereafter located, together with all additions and accessions thereto, substitutions for, and replacements, products and proceeds therefrom, and all of the Debtor's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of the Debtor's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media, identified and set forth as follows:
- (i) All Accounts and all Goods whose sale, lease or other disposition by the Debtor has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Debtor, or rejected or refused by an Account Debtor;
- (ii) All Inventory, including, without limitation, raw materials, work-in-process and finished goods;
- (iii) All Goods (other than Inventory), including, without limitation, embedded software, Equipment, vehicles, furniture and Fixtures;
- (vi) All Software and computer programs;
- (v) All Securities and Investment Property;



- (vi) All Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all proceeds of letters of credit, Health-Care-Insurance Receivables, Supporting Obligations, notes secured by real estate, Commercial Tort Claims, contracts, licenses, permits and all other General Intangibles, including Payment Intangibles and collateral assignment of beneficial interests in land trusts;
- (vii) All insurance policies and proceeds insuring the foregoing property or any part thereof, including unearned premiums; and
- (viii) All operating accounts, the Loan funds, all escrows, reserves and any other monies on deposit with or for the benefit of Secured Party, including deposits for the payment of real estate taxes and insurance, maintenance and leasing reserves, and any cash collateral accounts, clearing house accounts, operating accounts, bank accounts of Debtor or any other Deposit Accounts of Debtor.

Capitalized words and phrases used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in either: (i) Article 9 of the Uniform Commercial Code as in force in Illinois at the time the financing statement was filed by the Secured Party, or (ii) Article 9 as in force at any relevant time in Illinois, the meaning to be ascribed thereto with respect to any particular item of property shall be that under the more encompassing of the two definitions.



## EXHIBIT B TO UCC-1 FINANCING STATEMENT

Debtor:

Secured Party:

Pelham Retail Investments, LLC 713 Mill Springs Lane Birmingham, Alabama 35244

LaSalle Bank National Association 135 S. LaSalle Street, Suite 3410 Chicago, Illinois 60603 Attn: Real Estate Capital Markets

Tax ID No.:

N/A

Organizational No.:

DLL689-903

## Legal Description of Property:

Lot 1 according to the Beers Addition to Pelham as recorded in Map Book 34 Page 13 in the Office of Township the Judge of Probate of Shelby County, Alabama.