

20110107000008140 1/6 \$37.00
Shelby Cnty Judge of Probate, AL
01/07/2011 01:03:38 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Elizabeth C. Lee, Esq.
Womble Carlyle Sandridge & Rice, LLC
1401 I Street, NW
Seventh Floor
Washington, DC 20005
Title Source Inc.
450 W. Long Lake Rd.
Suite 400
Troy, MI 48098

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

Shelby 19 Property, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

6723 Cosimo Lane

CITY

Pickerington

STATE

OH

POSTAL CODE

43147

COUNTRY

USA

1d. **SEE INSTRUCTIONS**

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

Alabama

1g. ORGANIZATIONAL ID #, if any

426254

☐ 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. **SEE INSTRUCTIONS**

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

The Lincoln National Insurance Company

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

100 North Greene Street

CITY

Greensboro

STATE

NC

POSTAL CODE

27401

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto

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) [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA

Probate Office of Shelby County

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME	Shelby 19 Property, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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

11a. ORGANIZATION'S NAME				
OR	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
				<input type="checkbox"/> NONE

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

12a. ORGANIZATION'S NAME				
OR	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.

See Exhibit A

16. Additional collateral description:

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

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

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

SCHEDULE "A"
TO FINANCING STATEMENT

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Debtor: **Shelby 19 Property, LLC,**
 an Alabama limited liability company

Secured Party: **The Lincoln National Life Insurance Company**

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 air space and right to use said air space 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 (subject however to the rights and authorities given herein to Debtor to collect and apply such revenues, and other benefits), 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 (including but not limited to all heating and air conditioning 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, wherever located and all products thereof whether in possession of Debtor or whether located on the Property or elsewhere;

(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 membership 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 and other escrow accounts 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, sums payable by lease guarantors, condemnation awards, insurance proceeds, unearned insurance premiums 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

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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 Commonwealth of Virginia.



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Exhibit "A"

Legal Description

SITE 19A ACCORDING TO A REDIVISION OF SITES 19 AND 20 OF FINAL PLAT OF SECTOR 1, PHASE 2, SHELBY WEST CORPORATE PARK AS RECORDED IN MAP BOOK 41, PAGE 11, PROBATE OFFICE, SHELBY COUNTY ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 5/8" REBAR STAMPED C.D.G. CA-0026 AND THE NORTHWEST CORNER OF SITE 19A THENCE NORTH 67 DEGREES 21 MINUTES 45 SECONDS EAST (MAP NORTH 67 DEGREES 19 MINUTES 19 SECOND EAST) FOR A DISTANCE OF 770.96'(MAP 771.31) TO THE WEST RIGHT OF WAY OF CORPORATE WOODS DRIVE (RIGHT OF WAY WIDTH 80') AND A 5/8" CAPPED REBAR STAMPED JACKINS 18399, THENCE ALONG SAID RIGHT OF WAY SOUTH 24 DEGREES 06 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 412.37' TO A 5/8" CAPPED REBAR STAMPED J.P.S.-21181 AND THE BEGINNING OF A CURVE TO THE RIGHT AND HAVING A RADIUS OF 1460.01', CHORD LENGTH OF 579.02 AND A CHORD BEARING OF SOUTH 12 DEGREES ,36 MINUTES AND 01 SECONDS EAST, THENCE ALONG ARC OF SAID CURVE FOR A DISTANCE OF 582.88 (MEASURED) TO A 5/8" CAPPED REBAR STAMPED J.P.S.-21181, THENCE NORTH 80 DEGREES 59 MINUTES 47 SECONDS WEST(MAP NORTH 81 DEGREES 01 MINUTES 01 SECONDS WEST) LEAVING SAID RIGHT OF WAY FOR A DISTANCE OF 783.05'(MAP 782.52) TO A CAPPED REBAR STAMPED C.D.G. CA-0026, THENCE NORTH 24 DEGREES 02 MINUTES 06 SECONDS WEST (MAP NORTH 24 DEGREES 05 MINUTES 56 SECONDS WEST) FOR A DISTANCE OF 571.78' (MAP 571.77) TO THE NORTH WEST CORNER OF SITE 19A AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 601,384 SQUARE FEET, (13.80 ACRES) MORE OR LESS