

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Benjamin A. Owens (205-254-1869)

B. E-MAIL CONTACT AT FILER (optional)  
bowens@maynardcooper.com

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Benjamin A. Owens, Esq.  
Maynard, Cooper & Gale, P.C.  
1901 Sixth Avenue North  
2400 Regions Harbert Plaza  
Birmingham, Alabama 35203



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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b. leave all of Item 1 blank, check here ☐ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME <b>165 CAHABA, LLC</b>			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>2811 Crescent Avenue, Suite 201</b>		CITY <b>Homewood</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>
			COUNTRY <b>USA</b>	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b. leave all of Item 2 blank, check here ☐ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME - (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME <b>OAKWORTH CAPITAL BANK</b>			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>2100A Southbridge Parkway, Suite 445</b>		CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>
			COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral:

See Schedules I and II and Exhibits A and B attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and instructions) ☐ being administered by a Decedent's Personal Representative


6a. Check only if applicable and check only one box:  
☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA  
(a) TO BE FILED WITH: Probate Office of Shelby County, Alabama; (b) MCG File #13852-11

**UCC FINANCING STATEMENT ADDENDUM**  
FOLLOW INSTRUCTIONS

  
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9. NAME OF FIRST DEBTOR: Same as line 1a OR 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME  
165 CAHABA, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIALS(S)

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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S OR ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)



**SCHEDULE I**  
**TO FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Shelby County, Alabama and more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in any way appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; and all claims or demands of the Grantor, at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Grantor (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Grantor and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of the Credit have been or may be advanced, wherever the same may be located; and all attachments and improvements placed upon or used in connection with any of the foregoing (all of the foregoing hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Grantor under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Real Property, the Personal Property or any other property conveyed or encumbered hereby, together with all right, title and interest of the Grantor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Grantor or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the





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grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property, or any other such property.

(g) **General Intangibles and Agreements.** 1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Grantor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, **Grantor** means the debtor(s) described in this financing statement and **Lender** means the secured party described in this financing statement and the following terms are defined as follows:

**Credit** means, individually and collectively, all loans, forbearances, advances, disbursements and other extensions of credit now or hereafter made by the Lender to or for the account of the Grantor under the Credit Agreement.

**Credit Agreement** means the Credit Agreement dated as of October 31, 2014 between the Grantor and the Lender.

**Mortgage** means the Mortgage dated as of October 31, 2014 executed by the Grantor in favor of the Lender.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Grantor is the record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE RECORDS.

**SCHEDULE II**  
**TO FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Assignor is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Assignor of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Assignor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Assignor for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee 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 the Land or the Improvements, together with any and all rights and claims that the Assignor may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Assignor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, **Assignor** means the debtor described in this financing statement.





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**EXHIBIT A**  
**TO FINANCING STATEMENT**


(Legal Description)

Part of Block 1 of Cahaba Valley Park North. as recorded in Map Book 13. Page 140 in the Office of the Judge of Probate. Shelby County. Alabama, being situated in Section 31. Township 19 South, Range 2 West, more particularly described as follows:

Commence at the centerline point of curve Station 28+99.46 of Cahaba Valley Parkway; thence run Easterly along the centerline of said Cahaba Valley Parkway for 314.92 feet; thence 90 degrees 00 minutes right and run Southerly for 30.0 feet to a point at the Northwest corner of McDaniel Machinery Site, said point being on the South right of way line of said Cahaba Valley Parkway and also being point of beginning of the property herein described; thence continue Southerly along the last described course and along the East property line of said McDaniel Machinery site for 225 feet; thence 90 degrees 00 minutes left and run Easterly along the South line of said Block I for 400.0 feet; thence 90 degrees 00 minutes left and run Northerly for 225.0 feet to a point on the South line of said Cahaba Valley Parkway; thence 90 degrees 00 minutes left and run Westerly along the said right of way line for 400.0 feet to the point of beginning.

Situated in Shelby County, Alabama.

**EXHIBIT B**  
**TO FINANCING STATEMENT**

  
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(Existing Leases)

**SMC Corporation of America -- 177 & 181 Cahaba Valley Parkway, Pelham, AL 35124**

Office Building Lease dated November 28, 2008 between The Murray Family, LLC, as lessor, and SMC Corporation of America, as lessee, as amended by that certain First Amendment to Office Building Lease dated October 27, 2011 between Morrison Development, LLC and SMC Corporation of America.

**Process Automation and Simulation Services, Inc. -- 165 Cahaba Valley Parkway, Pelham, AL 35124**

Office Building Lease dated September 7, 2013 between Morrison Development, LLC, as lessor, and Process Automation and Simulation Services, Inc., as lessee.

**ACR Systems, Inc. -- 169 Cahaba Valley Parkway, Pelham, AL 35124**

Office Building Lease dated October 16, 2008 between The Murray Family, LLC, as lessor, and ACR Systems, Inc., as lessee, as amended by that certain First Amendment to Office Building Lease dated June 13, 2011 between Morrison Development, LLC and ACR Systems, Inc.

**Acosta Sales and Marketing Company -- 173 Cahaba Valley Parkway, Pelham, AL 35124**

Office Building Lease dated February 9, 2007 between The Murray Family, LLC, as lessor, and Acosta Sales and Marketing Company, as lessee, as amended by that certain Lease Amendment dated April 29, 2010 between Morrison Development, LLC and Acosta Sales and Marketing Company and as further amended by that certain Second Amendment to Office Building Lease dated October 27, 2011 between Morrison Development, LLC and Acosta Sales and Marketing Company.