

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 one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME OAK MOUNTAIN PROPERTIES, LLC				
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 7165 OLD OVERTON CLUB DRIVE		CITY VESTAVIA HILLS	STATE AL	POSTAL CODE 35242	COUNTRY USA
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 one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME PELHAM PROPERTIES, LLC				
	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 7165 OLD OVERTON CLUB DRIVE		CITY VESTAVIA HILLS	STATE AL	POSTAL CODE 35242	COUNTRY USA
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION LIMITED LIABILITY COMPANY	2f. JURISDICTION OF ORGANIZATION ALABAMA	2g. ORGANIZATIONAL ID # (if any) <input checked="" type="checkbox"/> None	

3. SECURED PARTY'S NAME - (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one 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	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All types (or items) of property described in Schedule I and Schedule II 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): ☐ 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) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
[ADDITIONAL FEE] [optional]

8. OPTIONAL FILER REFERENCE DATA

To be filed with: Shelby County, Alabama
AMSOUTH BANK/LUXOR MANAGEMENT COMPANY, INC. (#2-2088)

**SCHEDULE I
TO
UCC FINANCING STATEMENT**

The Property covered by this financing statement includes all of the Debtor's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Debtor 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 Debtor 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.

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 Debtor 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 Debtor in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of such property.

VI.

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 Debtor 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 Debtor 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 Debtor 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 Debtor 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 Debtor hereby appointing the Bank as its irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

VII.

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 Debtor or by anyone on behalf of, or with the written consent of, the Debtor.

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

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

"Debtor" shall mean the debtor(s), collectively if more than one, described in this financing statement.

"Indenture" shall mean that certain Trust Indenture dated April 1, 2003 between Luxor Management Company, Inc., an Alabama corporation, 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.

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 Grantor is the lessor or sublessor, including any leases now existing (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 Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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, **Grantor** means the debtor(s) (collectively, if more than one) described in this financing statement.

EXHIBIT A

(Legal Description)

[see attached]

Lot 3, according to the Survey of Oak Mountain Commerce Place, as recorded in Map Book 18, page 58, in the Probate Office of Shelby County, Alabama.

Oak Mountain Property

A parcel of land situated in the North $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, described as follows:

Commence at the NE corner of the SW $\frac{1}{4}$ of Section 25 and go South 88°40' West along the North boundary of said $\frac{1}{4}$ section 1567.66 feet to the East right of way of U.S. Highway 31; thence run South 13°13' West along said right of way for 125.00 feet to the point of beginning; thence continue South 13°13' West along said right of way for 133.03 feet; thence run North 88°43'49" East for 200.00 feet; thence run North 13°16'02" East for 132.69 feet; thence South 88°49'53" West for 200.00 feet to the point of beginning.

ALSO an easement for the purpose of grading and landscaping described as follows:

Commence at the NE corner of the SW $\frac{1}{4}$ of Section 25 and go South 88°40' West along the North boundary of said $\frac{1}{4}$ section 1567.66 feet to the East right of way of U.S. Highway No. 31; thence run South 13°13' West along said right of way for 258.02 feet to the point of beginning; thence continue South 13°13' West along said right of way for 10.00 feet; thence run North 88°43'49" East for 200.00 feet; thence run North 13°16'2" East for 10.00 feet; thence South 88°49'53" West for 200.00 feet to the point of beginning.

All situated in Shelby County, Alabama.

Pelham, Alabama