

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Ms. Josephine Lowery Balch & Bingham LLP P. O. Box 306 Birmingham, AL 35201

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	Caldwell-Valley, LLC			
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
100 Second Avenue South, Suite 204 North	St. Petersburg	FL	33701	USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		limited liability company	Alabama	<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

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
				<input 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)

3a. ORGANIZATION'S NAME	Compass Bank			
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
15 South 20th Street	Birmingham	AL	35233	USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Exhibit B hereto incorporated herein by reference.

This financing statement is filed as additional security for a mortgage recorded contemporaneously herewith upon which the mortgage recording tax has been paid.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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			
8. OPTIONAL FILER REFERENCE DATA	Debtor 1		Debtor 2			

Judge of Probate of Shelby County, Alabama

## 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 Caldwell-Valley, LLC		
	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

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
					<input type="checkbox"/> 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:

See Exhibit B hereto incorporated herein by reference.

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

**EXHIBIT A**  
**DESCRIPTION OF COLLATERAL**  
**[COUNTY FILINGS]**

- (a) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the property described in **Exhibit B** (the "Land"), and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property are actually located on or adjacent to the Land or not and whether in storage or otherwise wheresoever the same may be located (the "Improvements");
- (b) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
  - (i) All rents, fees, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created or otherwise, or under any other agreement or license for the use, occupancy or possession of all or any part of the Land and Improvements now existing or hereafter created; and



- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- (d) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c) or (d) above.

Debtor hereby grants Secured Party a security interest in the foregoing.

Record Owner of Real Estate: **Debtor**

PROVIDED AS ADDITIONAL SECURITY FOR MORTGAGE RECORDED CONTEMPORANEOUSLY HEREWITH.

**EXHIBIT B**  
**LEGAL DESCRIPTION**

**PARCEL I:**

A tract of land situated in the Northeast quarter of the Northwest quarter of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter section and run North 00 degrees 00 minutes 32 seconds West along the West line of said quarter-quarter section for a distance of 517.05 feet; thence run North 89 degrees 31 minutes 43 seconds East for 69.33 feet to the point of beginning of the tract of land herein described; thence continue along the last described course for 191.85 feet; thence run South 00 degrees 28 minutes 18 seconds East for 109.88 feet; thence run North 89 degrees 31 minutes 42 seconds East for 0.58 feet; thence run South 00 degrees 28 minutes 18 seconds East for 115.29 feet; thence run South 29 degrees 05 minutes 16 seconds East for 76.06 feet to a point on the Northerly right of way line of Valleydale Road; said point being on a curve to the left, having a radius of 7234.85 feet; thence run along said curve and said road right of way line of chord bearing of South 58 degrees 54 minutes 28 seconds West for 53.67 feet; thence run North 75 degrees 08 minutes 14 seconds West for 100.00 feet to a point on the Easterly right of way line of Caldwell Mill Road and the Point of Beginning of a curve to the right, said curve having a radius of 954.93 feet; thence run along said curve and said right of way line a chord bearing of North 16 degrees 52 minutes 52 seconds West for 306.58 feet to the point of beginning.

**PARCEL II:**

Together with those certain non-exclusive and reciprocal easements for benefit of Parcel I for the purpose of ingress and egress, parking, drainage, utilities and other matters as created by that certain Reciprocal Easement Agreement with covenants, conditions and restrictions between Mark-Point Properties, Inc. and Caldwell-Valley, LLC, dated October 29, 2002 and recorded in Instrument Number 20021029000534150, as corrected in Instrument Number 20030911000609060 over, under and across the following described property:

A tract of land situated in the Northeast quarter of the Northwest quarter of Section 15, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

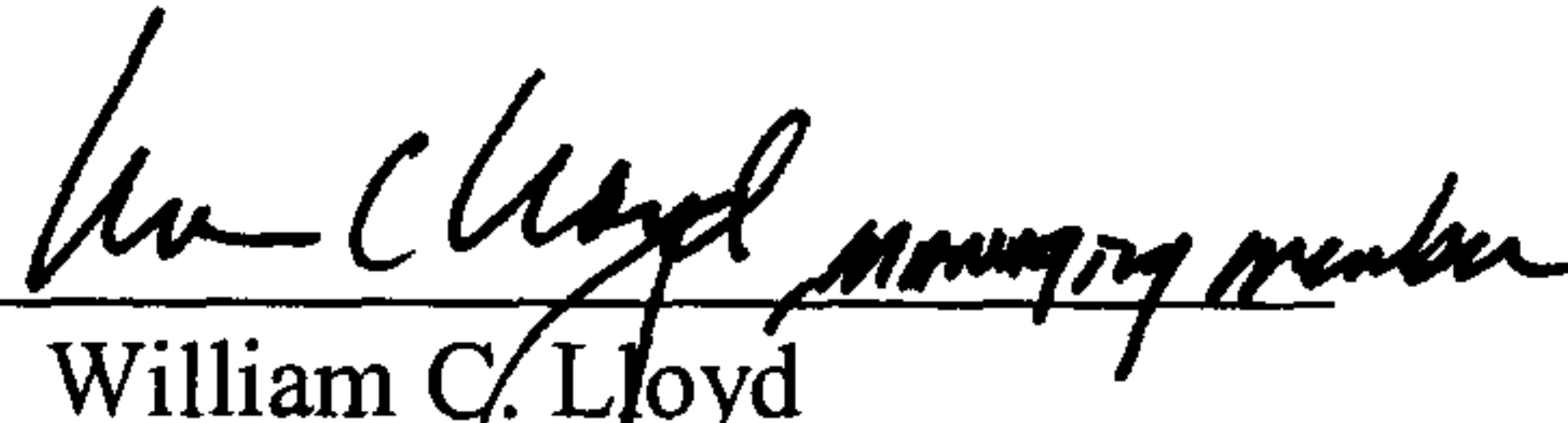
Commence at the Southwest corner of said quarter-quarter section and run North 00 degrees 00 minutes 32 seconds West along the West line of said quarter-quarter section for 517.05 feet; thence run North 89 degrees 31 minutes 43 seconds East for 261.18 feet to the point of beginning of the tract of land herein described; thence run South 00 degrees 28 minutes 18 seconds East for 109.88 feet; thence run South 89 degrees 31 minutes 42 seconds East for 0.58 feet; thence run South 00 degrees 28 minutes 18 seconds East for 115.29 feet; thence run South 29 degrees 05 minutes 16 seconds East for 76.06 feet to a point on the Northerly right of way line of Valleydale Road, said point being on a curve to the right having a radius of 723.85 feet; thence run along said curve and said road right of way line a chord bearing of North 74 degrees 30 minutes 42 seconds East for 340.57 feet; thence run North 00 degrees 01 minutes 03 seconds West for 204.51 feet; thence run South 89 degrees 31 minutes 43 seconds West for 364.54 feet to the point of beginning.

**EXHIBIT C**

**SIGNATURE PAGE**

**DEBTOR:**

**CALDWELL-VALLEY, LLC**, an Alabama  
limited liability company

By:   
William C. Lloyd  
Its Managing Member