

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy, or recorded original to:

J. Fred Powell
Burr & Forman
420 20th Street No.
Birmingham, AL 35203

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

Harbert Properties Corporation
1901 Sixth Avenue No., Suite 2520
Birmingham, AL 35203

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

Nationwide Life Insurance Company
One Nationwide Plaza
Columbus OH 43216
Attn: Real Estate Investment Dept., 33T

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

all items of personalty, equipment, fixtures and other property described in Exhibit A attached hereto and made a part hereof by reference, which are now or hereafter located on or used in connection with the real property described in Exhibit B attached hereto and made a part hereof by reference, together with all rents profits, and income now or hereafter derived from said real property.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed.

HARBERT PROPERTIES CORPORATION

BY: [Signature]
Signature(s) of Debtor(s)

Its: [Signature]
Signature(s) of Debtor(s)

Type Name of Individual or Business

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

8. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

027664

STATE OF ALA. SHELTON
I CERTIFY THIS
INSTRUMENT WAS FILED

91 MAR -8 PM 1:20

JUDGE OF PROBATE

EXHIBIT "A" to UCC-1 FINANCING STATEMENT

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the real property (hereinafter referred to as the "Land") described in Exhibit "B" to this Financing Statement, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulations or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes, which are or shall be attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles (excluding Debtor's personal automobiles, if any), building supplies and materials, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the "Premises" (hereinbelow defined), including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the rights, title and interest of Debtor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payments now or hereafter made by Debtor or on behalf of Debtor, all tradenames, trademarks, servicemarks, logos and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Premises or any part thereof or are now or hereafter acquired by Debtor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, farm products, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them;

TOGETHER WITH all rents, profits and issues derived by Debtor from the Land and aforementioned buildings, structures and improvements (collectively, with the Land referred to as the "Premises"); and

TOGETHER WITH all rights, title and interest of Debtor in and to any and all condemnation or insurance awards or payments, including interest thereon, and the right to receive the same

which may be made with respect to the Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease in the value of the Premises.

EXHIBIT "B" TO UCC-1 FINANCING STATEMENT

Lot 1-A, according to a Resurvey of an Amendment to The Concourse at Riverchase, as recorded in Map Book 14 page 120 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Together with ingress and egress over and across that certain road described in Declaration of Easement recorded in Book 332 Page 637.