

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

<input type="checkbox"/> 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: Parker, Johnson, Cook & Dunlevie 1275 Peachtree Street, N.E. Suite 700 Atlanta, Georgia 30309 Pre-paid Acct. # _____		<div style="transform: rotate(-90deg); font-weight: bold;">Inst # 1995-07800</div> <div style="transform: rotate(-45deg); font-weight: bold;">03/28/1995-07800</div> <div style="transform: rotate(-45deg); font-weight: bold;">08:17 AM CERTIFIED</div> <div style="transform: rotate(-45deg); font-weight: bold;">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="transform: rotate(-45deg); font-weight: bold;">18.00</div> <div style="transform: rotate(-45deg); font-weight: bold;">004 MCD</div>
2. Name and Address of Debtor (Last Name First if a Person) CDS Birmingham, L.L.C. c/o Cauble Development Services Co. Suite 500 - South Tower 1355 Peachtree Street, N.E. Atlanta, Georgia 30309 Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) SouthTrust Bank of Georgia, N.A. One Georgia Center 600 W. Peachtree Street, N.E. Atlanta, Georgia 30308 Social Security/Tax ID # _____		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person) FILED WITH: <div style="text-align: center; font-weight: bold; font-size: 1.2em;">Judge of Probate</div>
<input type="checkbox"/> Additional secured parties on attached UCC-E		

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

The property covered by this financing statement is described on Exhibit "B" attached hereto and incorporated herein by this reference. The land involved is described on Exhibit "A" attached hereto and incorporated herein by this reference.

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

0 0 0	-8-0-0
1 0 0	---
2 0 0	---
3 0 0	---
5 0 0	---
6 0 0	---
7 0 0	---

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.

7. Complete only when filing with the Judge of Probate:
 The initial indebtedness secured by this financing statement is \$ 455,000.00
 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ 682.50

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)

CDS BIRMINGHAM, L.L.C.
 BY: CAUBLE DEVELOPMENT SERVICES CO.
 Signature(s) of Debtor(s)

SOUTHRUST BANK OF GEORGIA, N.A.
 Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Debtor(s)

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

BY: Ethan Gable SECRETARY

Type Name of Individual or Business

EXHIBIT "A"

A Sublease interest in the following described property:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of Section 32, Township 18 South, Range 1 West, and run in a Northerly direction along the West line of said section a distance of 1167.35 feet to a point on the Northeasterly right of way line of Old Highway #280, said point being on a curve to the right having a radius of 1472.40 feet and a central angle of 1° 38' 40"; thence 110° 59' to the right (angle measured to tangent) in a Southeasterly direction along the Northeasterly right of way line of said highway and along the arc of said curve a distance of 42.25 feet to the point of beginning, said point being on the Easterly right of way line of U.S. Highway 280; thence 109° 33' 21" to the left (angle measured from tangent) in a Northeasterly direction along the Easterly right of way line of said highway, said point being 68.96 feet to a point on the Southerly right of way line of said highway, said point being on a curve to the right having a radius of 2699.79 feet and a central angle of 4° 56' 39"; thence 92° 42' 33" to the right (angle measured to tangent) in an Easterly direction along the Southerly right of way line of said Highway and along the arc of said curve a distance of 232.97 feet to a point; thence 87° 08' 03" to the right (angle measured to tangent) in a Southeasterly direction a distance of 156.85 feet to a point on the Northeasterly right of way line of Old Highway 280; thence 73° 18' 58" to the right in a Northwesterly direction along the Northeasterly right of way line of said highway a distance of 178.08 feet to the P.C. (point of curve) of a curve to the left having a radius of 1472.40 feet and a central angle of 2° 13' 44"; thence in a Northwesterly direction along the Northeasterly right of way line of said highway and along the arc of said curve a distance of 57.28 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress over the driveways and roadways of that certain 1.173 acre tract, owned by Dantract, Inc. and leased to SouthTrust Bank of Alabama, N.A., which lies immediately to the East of the above described 0.597 acre tract, which easement is contained in that certain Memorandum of Sublease Agreement from SouthTrust Bank of Alabama, N.A. to CDS Birmingham, L.L.C.

EXHIBIT "B"

The buildings, structures and improvements (including fixtures) erected or to be erected (Improvements) on the real property described in Exhibit "A", with the appurtenances thereof and thereto (all, Premises) (the Premises, together with the following described property, rights, privileges and franchises, collectively, Secured Property); and

(a) all easements, rights-of-way, rights of ingress and egress and all rights used in connection therewith or as a means of access thereto, and all estates, rights, titles, interests, reversions, remainders, tenements, hereditaments and appurtenances thereof and therein (also a part of Premises); and

(b) all right, title and interest of Debtor in and to any streets and roads, open or proposed, abutting the Premises to the center lines thereof; in and to any strips or gores of land therein or adjacent to the Premises; in and to the air space and right to use the air space about the Premises; and in and to all royalties and rights and privileges appertaining to the use and enjoyment of the Premises, including all air, lateral support, alley, drainage, water, oil, gas and mineral rights (also a part of Premises); and

(c) all leasehold estate, right, title and interest of Debtor in, to and under all leases, subleases, tenancies, rental agreements, franchises or licenses covering the Premises or any portion thereof now or hereafter existing or entered into, and all amendments, extensions, renewals and guaranties thereof, and all right, title and interest of Debtor thereunder (Leases); and

(d) all right, title and interest of Debtor in, to and under all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired; and all interests, estates or other claims, both in law or in equity, which Debtor now has or may hereafter acquire in the Premises (also a part of Premises); and

(e) any and all of Debtor's chattels, fixtures, attachments, appliances, apparatus, equipment, fittings, furniture, furnishings, partitions, machinery and other articles of personal property now or hereafter located or as is located at the Premises as a part of the Improvements thereon, or erected or placed upon, attached to, or used, to be used or useful in connection with the construction, operation, use or occupancy of the Premises; all building materials, supplies and equipment now or hereafter delivered to the Premises and intended to be installed thereon; and all renewals or replacements of any of the foregoing property or articles in substitution thereof (Personal Property); and

(f) all right, title and interest of Debtor in, to and under all accounts, documents, instruments, chattel paper and general intangibles (as those terms are used in the Uniform Commercial Code of the State of Georgia), and all contract and contract rights

(including all service contracts, management contracts, utility contracts, construction contracts and warranties relating thereto) franchises, books, records, plans, specifications, permits, licenses, approvals, sewer rights, actions and causes of action which now or hereafter relate to, are derived from or are used in connection with the Premises, or relate to the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon; and

(g) all unearned premiums accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor, and all awards, judgments, claims, compensation, settlements and proceeds of condemnation or insurance for the Premises or the Personal Property or any part thereof to which Debtor is entitled for any taking of or casualty to all or any part of the Premises or Personal Property by condemnation or exercise of the right of property taxes and assessments; and all other proceeds of the conversion, voluntary or involuntary, of the Secured Property or any portion thereof into cash or liquidated claims; and

(h) all right, title and interest of Debtor in all utility, escrow and all other deposits (and all letters of credit, certificates of deposit, negotiable instruments and other rights and evidence of rights to cash) relating to the Secured Property or the construction or operation of the Premises; and

(i) all rents, income, issues and profits (including any payment(s) in exchange for lease termination or cancellation) of the Premises and all the estate, right, title and interest of every nature whatsoever of Debtor in, to and under the same and the Leases, including all cash or security deposits (whether held by Debtor on in a trust account), advance rentals and deposits or payments of similar nature; and

(j) all right, title and interest of Debtor in, to and under all options, extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Secured Property, hereafter acquired by or released to, Debtor, or constructed, assembled or placed by Debtor on the Secured Property, and all conversions of the security constituted thereby, all of which, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be (and in each such case without any further mortgage, conveyance, assignment or other act by Debtor), shall become subject to the lien hereof as fully and completely, and with the same effect, as though now owned by Debtor and specifically described herein; and all claims and causes of action arising from and otherwise related to any of the foregoing; and all proceeds of any of the property described above.