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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM Registré, Inc. 314 PIERCE ST. P.O. BOX 333 ANOKA, MN. 55303 (612) 421-1713

58432

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

No. of Additional Sheets Presented: 4

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

1. Return copy or recorded original to:

R. Russell Berry, Esq.
Womble Carlyle Sandridge & Rice, PLLC
One Atlantic Center, Suite 3100
1201 W. Peachtree Street
Atlanta, Georgia 30309

Pre-paid Acct. #

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Inst # 1998-50564
12/18/1998-50564
01:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CRH 19.00

2. Name and Address of Debtor (Last Name First if a Person)

Helena Marketplace, L.L.C.
2100 Riverchase Center
Suite 230A
Birmingham, Alabama 35244

Social Security/Tax ID # [redacted]

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

FILED WITH:
Judge of Probate of Shelby County, Alabama

3. NAME AND ADDRESS OF SECURED PARTY) (Last Name First if a Person)

Jefferson Pilot Financial Insurance Company
P.O. Box 20407
Greensboro, North Carolina 27420

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

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:

000
100
200
300
500
700

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 $ 3,840,000.00
Mortgage tax due (15¢ per $100.00 or fraction thereof) $ paid with mortgage

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)

See Attached Signature Page
Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

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 - SECURED
(5) FILE COPY DEBTOR(S)

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

SIGNATURE PAGE FOR UCC-1 FINANCING STATEMENT

HELENA MARKETPLACE, L.LC., an Alabama limited liability company

BY: SRC REALTY, L.L.C., an Alabama limited liability company, Managing Member

BY: E. Paul Strempel Jr (SEAL)
E. PAUL STREMPEL, JR., Member

BY: Rick L. Griffith (SEAL)
RICK L. GRIFFITH, Member

BY: SOUTHMARK PROPERTIES, L.L.C., an Alabama limited liability company, Managing Member

BY: James A. Bruno (SEAL)
JAMES A. BRUNO, Manager

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Rev. September 23, 1998

EXHIBIT "A"

A parcel of land in the East 1/2 of the Southeast 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, and being Lot 1 according to the Survey prepared by Carr & Associates Engineers, Inc. and filed as Instrument No. 1998-49934 in Map Book 24, Page 141, in the Probate Office of Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Southeast 1/4 of said Section 21; thence run west along the quarter line 596.95 feet; thence left 90°00', 360.00 feet to the south line of Brookline Parkway and the Point of Beginning of the property described herein; thence continue southerly along the same course 483.08 feet; thence right 87°17'50" westerly 661.68 feet to a point on the easterly right-of-way of Shelby County Highway No. 17; thence right 89°58'14" northerly 323.00 feet; thence right 90°00'26" easterly 202.30 feet; thence left 90°00'38" northerly 182.79 feet to the south line of Brookline Parkway; thence right 92°48'04" easterly 482.99 feet to the Point of Beginning.

TOGETHER WITH easements contained in (i) the Declaration of Covenants and Easements set forth in instrument recorded as Instrument #1997-37151, in the Probate Office of Shelby County, Alabama; and (ii) the Declaration of Easements set forth in instrument recorded as Instrument #1998-49933, in the Probate Office of Shelby County, Alabama.

EXHIBIT "B"
TO FINANCING STATEMENT

All of Debtor's now or hereafter acquired estate, right, title and interest in, to and under all buildings, structures, improvements and fixtures now existing or hereafter erected on the real property ("Land") described in Exhibit "A" attached hereto, and all right, title and interest, if any, of the Debtor in and to the streets and roads, open or proposed, abutting the Land to the centerlines thereof, and strips within or adjoining the Land, the airspace and right to use said airspace above the Land, all rights of ingress and egress on or within the Land, all easements, rights and appurtenances thereto or used in connection with the Land, including, without limitation, air, lateral support, alley and drainage rights, all revenues, income, rents, cash or security deposits, advance rental deposits, and other benefits thereof or arising from the use or enjoyment of all or any portion thereof, all interests in and rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances thereon or therein, and water stock, all options to purchase or lease, all development or other rights relating to the Land or the operation thereof, or used in connection therewith, including all of Debtor's right, title and interest in all fixtures, attachments, partitions, machinery, equipment, building materials, appliances and goods of every nature whatever now or hereafter located on, or attached to, the Land, all of which, including replacements and additions thereto, shall, to the fullest extent permitted by law, be deemed real property and, whether affixed or annexed thereto or not, be deemed conclusively to be real property. All of the foregoing property described in this paragraph (the "Improvements"), together with the Land, is hereinafter referred to as the "Property."

TOGETHER WITH all of the Debtor's now-existing or hereafter acquired right, title and interest in and to each and all of the following:

(A) All equipment, inventory, goods, instruments, appliances, furnishings, machinery, tools, raw materials, component parts, work in progress and materials, and all other tangible personal property of whatsoever kind, used or consumed in the improvement, use or enjoyment of the Property now or any time hereafter owned or acquired by Debtor, wherever located and all products thereof whether in possession of Debtor or whether located on the Property or elsewhere;

(B) To the extent such general intangibles are assignable, all general intangibles relating to design, development, operation, management and use of the Property, including, but not limited to; (1) all names under which or by which the Property may at any time be owned and operated or any variant thereof, and all goodwill in any way relating to the Property and all service marks and logotypes used in connection therewith; (2) all permits, licenses, authorizations, variance, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Property; (3) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupation or operation of the Property; (4) all materials prepared for filing or filed with any governmental agency; and (5) the books and records of Debtor relating to construction, or operation of the Property;

(C) All shares of stock or partnership interest or other evidence of ownership of any part of the Property that is owned by Debtor in common with others, including all water stock relating to the Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; provided, however, that the foregoing shall not include any ownership interests in the Debtor;

(D) All accounts, deposit accounts, tax and insurance escrows held by Secured Party pursuant to the Deed to which this financing statement relates, accounts receivable, instruments, documents, documents of title, general intangibles, rights to payment of every kind, all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, insurance policies, licenses and bonds now or anything hereafter arising from construction on the Land or the use or enjoyment of the Property to the extent such are assignable;

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(E) All of Debtor's interest in and to all causes of action, claims, compensation, proceeds and recoveries for any damage or injury to the Property or any part thereof or for any loss or diminution in value of the Property;

(F) All condemnation proceeds and insurance proceeds related to the Property;

(G) All of the rents, income, profits, revenue, judgments and any other fees or sums payable to Debtor or to any other person as landlord and other benefits and rights of the Property arising from the use, occupancy, operation or management of all or any portion thereof or from any and all of the present and future leases covering all or any part of the Property, and any proceeds, deposits or security deposits relating thereto, including, without limitation, any award to Debtor made hereafter in any court involving any of the tenants under any leases of the Property in any bankruptcy, insolvency, or reorganization proceeding in any state or federal court and Debtor's right to appear in any action and/or to collect any such award or payment and all payments by any tenant in lieu of rent; and

(H) All articles of personal property now or hereafter attached to, placed upon for an indefinite term or used in connection with the Land, appurtenances to the Land, and the Improvements together with all goods and other property which are or at any time become so related to the Property that an interest in them arises under real estate law as fixtures.

TOGETHER with all additions to, substitutions for and the products of all of the above, and all proceeds therefrom, whether cash proceeds or noncash proceeds, received when any such property (or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the foregoing specifically-described property of Debtor acquired with cash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper and General Intangibles arising from or used in connection with the Property, as those terms are defined in the Uniform Commercial Code from time to time in effect in the State of Alabama.

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