

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

☐ 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:

Stephen W. Stallcup, Esq.
Maynard, Cooper & Gale, P.C.
1901 6th Avenue North, Suite 2400
Birmingham, AL 35203-2602

Pre-paid Acct. #

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

Daniel Realty Company, an Alabama general partnership
3595 Grandview Parkway, Suite 400
Birmingham, Alabama 35243-1930
Attn: Christopher A. Brown, CPA

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

National Bank of Commerce of Birmingham
1927 First Avenue North
Birmingham, Alabama 352031
Attn: J. Cotten Volman

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

All types (or items) of property described on Schedule I attached hereto and made a part hereof.

Check X if covered ☒ Products of Collateral are also covered

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

Inst # 1999-51737
12/22/1999-51737
10:02 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MMS 21.00

FILED WITH: Secretary of State of Alabama

4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person)

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 \$

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)

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

*SEE ATTACHED SIGNATURE PAGE

Signature(s) of Debtor(s)

Type Name of Individual or Business

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

Type Name of Individual or Business

UCC-1 FINANCING STATEMENT SIGNATURE PAGE

DEBTOR:

DANIEL REALTY COMPANY

By: Daniel Equity Partners Limited Partnership, its
Managing Partner

By: Daniel Equity Corporation I, its General
Partner

By: Chris A. Brown
Its: Vice President

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land**. The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; and all claims or demands of the Borrower, at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements**. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property**. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of the Credit have been or may be advanced, wherever the same may be located; including: (1) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (2) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment,

vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (all of the foregoing hereinafter collectively called the "Personal Property").

(d) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Real Property, the Personal Property or any other property conveyed or encumbered hereby, together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(e) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property, or any other such property.

(f) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all knowledge and process, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the development, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including development, engineering agreements) affecting the Real Property, or any other property conveyed or encumbered by this Agreement, or used or useful in connection therewith, whether now or hereafter entered into.

(g) **Development Documents.** The Development Contracts, the Plans and the other Development Documents.

(h) **Loan Funds, etc.** (1) All Loan funds held by the Lender, whether or not disbursed, (2) all funds from time to time on deposit in the development account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

(i) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing and all rights of the Borrower to modify or terminate, or waive or release performance or observance of any obligations or condition of such document.

- (j) **Proceeds**. All proceeds of any of the foregoing.

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

- (k) **Borrower** means the debtor(s) described in this financing statement.

(l) **Development Contracts** means (1) that certain Agreement dated December 13, 1999 by and between the Borrower and EBSCO Industries, Inc. (the "EBSCO Agreement"); (2) that certain Agreement dated November 23, 1999 by and between the Borrower and Dantract, Inc. (the "Dantract Agreement"); (3) that certain Agreement between Owner and Contractor dated December 15, 1999 by and between the Borrower and Grice Excavating, Inc. (the "Grice Agreement"); (4) all Contract Documents (as defined in the Grice Agreement); and (5) all other material contracts between the Contractors and the Borrower providing for the development of the Project, or any portion thereof.

(m) **Development Documents** means (1) all plans and specifications for the Project, or any portion thereof (including the Plans); (2) all contracts with engineers responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the development of any of the Project; (3) all contracts to which the Borrower is a party (including the Development Contracts) providing for the development of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (4) all contracts to which the Borrower is a party providing for the management of the development of any of the Project; (5) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; (6) all payment and performance bonds relating to any of the Project; (7) all other contracts and agreements related to the design, management and development of any of the Project; and (8) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

(n) **Contractors** means any person who enters into contracts with the Borrower to construct or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

(o) **Engineers** means any engineers for the Project, or any portion thereof, including Walter Schoel, Jr. at Walter Schoel Engineering Company, Inc. and any other engineer or engineering firm reasonably satisfactory to the Lender.

- (p) **Lender** means the secured party described in this financing statement.

(q) **Plans** means the complete and final signed, working plans and specifications for developing the Project prepared by Approved Engineers, or other persons reasonably acceptable to the Lender.

(r) **Project** means a certain development to be financed in whole or in part with the proceeds of the Loan and to be developed in accordance with the Plans on the Land, said development being generally described as follows: the acquisition of an undeveloped tract of land located in Shelby County, Alabama, and the completion of certain site work thereon.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

EXHIBIT A TO
FINANCING STATEMENT

(Real Estate Description)

Inst # 1999-51737

12/22/1999-51737

10:02 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

007 MMS 21.00