

# UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-E

**Important: Read Instructions on Back Before Filling out Form.**

1) Page \_\_\_\_\_ of \_\_\_\_\_

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

Covenant Classical School of Trace  
Crossing, LLC  
5390 Magnolia Trace  
Hoover, Alabama 35244

Social Security/Tax ID # \_\_\_\_\_

1A Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # \_\_\_\_\_

2 SECURED PARTY (Last Name First if a Person)

First Commercial Bank  
800 Shades Creek Parkway  
Birmingham, Alabama 35209  
Attn: Fred R. Elliott

2B.

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

Inst # 2000-10576

04/03/2000-10576  
08:40 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
20.00  
DJS WWS

5 This Additional Sheet covers the following Additional Types (or items) of Property.

See Schedule 1 attached hereto and incorporated herein by reference. This financing statement is being recorded as additional security to that certain Mortgage, Security Agreement and Assignment of Rents and Leases recorded simultaneously herewith as Instrument No. 2000-10575

5A. Collateral Code:

Signature(s) of Debtor(s)

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

Signature(s) of Debtor(s)

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

Covenant Classical School of Trace Crossing, LLC

First Commercial Bank

Type Name of Individual or Business

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-E  
Approved by The Secretary of State of Alabama

**SCHEDULE 1**  
**TO**  
**UCC-1 FINANCING STATEMENT BETWEEN**  
**COVENANT CLASSICAL SCHOOLS, LLC ("CCS"),**  
**COVENANT CLASSICAL SCHOOL VALLEYDALE ROAD, LLC ("CCSVR"),**  
**COVENANT CLASSICAL SCHOOL OF TRACE CROSSING, LLC ("CCSTC")**  
**AND FIRST COMMERCIAL BANK ("SECURED PARTY")**

- A. That certain real estate located in Shelby County, Alabama and more particularly described on "Exhibit A" attached hereto and hereby made a part hereof (the "Shelby County Real Estate") and that certain real estate located in Jefferson County, Alabama (Bessemer Division) and more particularly described on "Exhibit B" attached hereto and hereby made a part hereof (the "Jefferson County Real Estate") (the Shelby County Real Estate and the Jefferson County Real Estate are hereinafter sometimes referred to, collectively, as the "Real Estate"), together with all improvements, structures, buildings and fixtures now or hereafter situated on or in the Real Estate (the "Improvements").
- B. All permits, easements, licenses, rights-of-way, contracts, leases, privileges, immunities, tenements and hereditaments now or hereafter pertaining to or affecting the Real Estate or the Improvements.
- C. 1. All leases, written or oral, and all agreements for use or occupancy of any portion of the Real Estate or the Improvements with respect to which one or more of CCS, CCSVR or CCSTC (CCS, CCSVR and CCSTC are hereinafter referred to, collectively, as "Debtors") is the lessor or lessee, including, but not limited to, any existing leases (the "Existing Leases"), any and all extensions, modifications, amendments and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including, but not limited to, subleases thereunder, upon or covering the use or occupancy of all or any part of the Real Estate or the Improvements (all such leases, subleases, agreements and tenancies heretofore mentioned, including, but not limited to, the Existing Leases being hereinafter referred to, collectively, as the "Leases");
2. any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;
3. the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Debtors may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Real Estate or any of the Improvements, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable

under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Real Estate or the Improvements, together with any and all rights and claims of any kind that Debtors may have against any such lessee under the Leases or against any subtenants or occupants of the Real Estate or any of the Improvements, all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default has occurred, Debtors shall have the right under a license granted hereby to collect, receive and retain the Rents (but not prior to accrual thereof); and

4. any award, dividend or other payment made hereafter to Debtors in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. Debtors hereby appoint Secured Party as Debtors' irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.

- D. All materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Debtors for the purpose of, or used or useful in connection with, the Real Estate or the Improvements, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Real Estate or the Improvements.
- E. All proceeds (including, but not limited to, insurance proceeds) of any of the foregoing, or any part thereof.
- F. Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to Secured Party, or in which Secured Party is granted a security interest, as and for additional security hereunder by Debtors, or by anyone on behalf of, or with the written consent of, Debtors.



## EXHIBIT A

### SHELBY COUNTY (PARCEL D)

Lot 5-A, according to the resurvey of Lots 4, 5 and 6, Village on Valleydale at Southlake, as recorded in Map Book 13 page 65 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.  
Mineral and mining rights excepted.

**EXHIBIT B**

**JEFFERSON COUNTY (BESSEMER DIVISION) (PARCEL II)**

Lot 1-D, according to Upton's Resurvey of part of Lot 1, T. C. Limited Addition to Trace Crossing as recorded in Map Book 34 page 57 in the Probate Office of Jefferson County, Alabama, Bessemer Division; being situated in Jefferson County, Alabama.

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