

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

Important: Read Instructions on Back Before Filling out Form.

REORDER FROM
Registrol, 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: General Electric Capital Business Asset Funding Corporation 10900 N.E. 4th Street, Suite 500 Bellevue, Washington 98004 Attention: Dechan Gay, Real Estate Dept. | | THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office |
| 2. Name and Address of Debtor (Last Name First if a Person) Carbone Properties of Alabaster, LLC 5885 Landerbrook Drive, Suite 110 Cleveland, Ohio 44124 | | <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Inst # 2000-21019 06/23/2000-21019 08:40 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 HWS </div> |
| 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person) Social Security/Tax ID # | | |
| 3. SECURED PARTY (Last Name First if a Person) General Electric Capital Business Asset Funding Corporation 10900 N.E. 4th Street, Suite 500 Bellevue, Washington 98004 Attention: Real Estate Department | | |
| 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:

See Exhibit "A" attached hereto

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.

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 Debtor(s) **Boss P. Carbone, Co-Manager**

Signature(s) of Debtor(s) **Vincent P. Carbone, Co-Manager**

Type Name of Individual or Business

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

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

Type Name of Individual or Business

EXHIBIT A

Secured Party: GENERAL ELECTRIC CAPITAL BUSINESS
ASSET FUNDING CORPORATION

Debtor: CARBONE PROPERTIES OF ALABASTER, LLC,
an Ohio limited liability company

Loan No.: 001-0006032-001

The collateral includes all of the right, title and interest of Debtor in, to and under:

1. all buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the real property described on Exhibit A attached hereto (the "Premises"); including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, grocery store equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, furnishings of public spaces, halls and lobbies, and shrubbery and plants, and including also all interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty constituting the Premises and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "Improvements"); and

2. all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (i) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

3. return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party, and refunds or rebates of taxes or assessments on the Premises;

4. all the right, title and interest of Debtor in, to and under all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing

shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding; and the leasehold estate in the event this Instrument is on a leasehold;

5. plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

6. all contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

7. all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

8. all additions, accessions, replacements, substitutions, proceeds and products of the real and personal property, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises.

FURTHER ENCUMBRANCE OF THE ABOVE COLLATERAL IS PROHIBITED.

EXHIBIT "A"

Legal Description

Commence at the Southwest corner of Section 11, Township 21 South, Range 3 West, Shelby County, Alabama, and run thence Easterly along the South line of said Section 11 a distance of 1,600.69 feet to a point on the Easterly side of Alabama Highway No. 119; thence turn a deflection angle of 65 deg. 48 min. 59 sec. left and run North 24 deg. 21 min. 36 sec. East parallel with the new right of way of said Alabama Highway No. 119 a distance of 803.19 feet to a set ½ inch steel rebar corner and the point of beginning of the property being described; thence continue North 24 deg. 21 min. 36 sec. East along the easterly line of a public street tentatively named Kentstone Way a measured distance of 325.04 feet to a set ½ inch steel rebar corner at the Southeast intersection of two public streets tentatively named Kentstone Way and Kentstone Boulevard; thence run South 65 deg. 38 min. 24 sec. East along the Southerly line of said Kentstone Boulevard a distance of 469.11 feet to a set ½ inch steel rebar corner very near an existing fence line; thence South 24 deg. 21 min. 36 sec. West along said fence line a distance of 325.04 feet to a set 1/3 inch steel rebar corner; thence North 65 deg. 38 min. 24 sec. West along said South of said fence a distance of 469.11 feet to the point of beginning; being situated in Shelby County, Alabama.

Inst # 2000-21019