

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Liz Corrigan @ 205-458-5259
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Ray D. Gibbons, Esq. Burr & Forman LLP 3100 SouthTrust Tower Birmingham, Alabama 35203

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Clayton-Bailey Real Estate, L.L.C.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 2109 Natalie Lane		CITY Hoover	STATE AL	POSTAL CODE 35244
1d. <u>SEE INSTRUCTIONS</u>		1e. TYPE OF ORGANIZATION lim. liab. company	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME SouthTrust Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P.O. Box 2554		CITY Birmingham	STATE AL	POSTAL CODE 35290

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of collateral. See Exhibits A-1 and A-2 for description of real estate.

This financing statement is filed as additional security in connection with a Mortgage and Security Agreement being filed simultaneously herewith, on which the appropriate mortgage tax has been paid.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			
8. OPTIONAL FILER REFERENCE DATA						

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME		
	Clayton-Bailey Real Estate, L.L.C.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

### 10. MISCELLANEOUS:

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### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

### 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Exhibits A-1 and A-2 attached hereto.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years  
☐ Filed in connection with a Public-Finance Transaction — effective 30 years

**SCHEDULE "A" TO UCC FINANCING STATEMENT**  
**(DESCRIPTION OF COLLATERAL)**

"Collateral" means the following assets of Borrower, wherever located, whether now owned or hereafter acquired: (A) the Mortgaged Property; (B) Borrower's Interest in the Assigned Documents; and (C) all Proceeds (including, without limitation, insurance proceeds) of any of the property described above.

As used in this Schedule "A", "Borrower" shall mean Debtor, and "Bank" shall mean the Secured Party; and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement between Borrower and Bank dated as of March 27, 2003, and in the case of any conflict between the meanings set forth below and the meanings set forth in such Credit Agreement, the broader meaning shall apply:

"Assigned Documents" means (i) the Assigned Leases, (ii) the Construction Documents; (iii) any and all other agreements entered into by Borrower with any property manager, broker, or other Person with respect to the management, leasing, or operation of the Mortgaged Property, (iv) any and all Governmental Approvals with respect to the Mortgaged Property, and (v) any and all operating, service, supply, and maintenance contracts with respect to the Mortgaged Property.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property (including, but not limited to, the Clayton-Bailey Automotive Leases), and each modification, extension, renewal and guarantee thereof, including the Rents.

"Calera Property" means that portion of the Mortgaged Property located in Calera, Alabama.

"Construction Documents" means the General Contractor's Contract, the Plans and Specifications, any and all other agreements entered into by Borrower with any contractor, architect, engineer, or other Person with respect to the construction of the Project.

"General Contractor" means any general contractor performing work with respect to the Project.

"General Contractor's Contract" means any construction contract between Borrower and any General Contractor, together with any other agreements entered into by Borrower and relating to the construction, use and/or occupancy of the Improvements and the Land, and any and all renewals, extensions or modifications thereof and guaranties of performance to Borrower thereunder.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Plans and Specifications" means any plans and specifications for the Project, including any and all working drawings, and any and all modifications thereof and changes thereto.

"Project" means the automotive dealership and service center facility and related site improvements to be constructed at the Calera Property and in accordance with the Plans and Specifications.



**SCHEDULE" A-1" TO UCC FINANCING STATEMENT**  
**(DESCRIPTION OF MORTGAGED PROPERTY)**

All of Borrower's Interest in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibits A-1 and A-2 attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower; and

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; and

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and

rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief.

**EXHIBIT A-1**

**DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS - CALERA**

Lot 1, according to the Survey of Bailey's Survey of Millenium Park, as recorded in Map Book 30, Page 70, in the Probate Office of SHELBY County, ALABAMA.

EXHIBIT A-2

DESCRIPTION OF LAND AND PERMITTED EXCEPTIONS - MONTEVALLO

PARCEL I:

Part of Lots 42 and 43, Original Plan of Montevallo, fronting Main Street 90 feet, and running perpendicular to Main Street in a uniform width of 100 feet, more particularly described as follows:

A lot situated in the Town of Montevallo, Alabama, more particularly described as follows: Commence at the Southernmost corner of the intersection of Broad Street and Shelby Street and go thence along the Southern boundary of Broad Street in a Southwesterly direction 60 feet to a point, which is the point of beginning; go thence perpendicular to Broad Street and in a Southeasterly direction 100 feet; go thence in a Southwesterly direction and parallel with Broad Street a distance of 90 feet; thence in a Northwesterly direction and perpendicular to Broad Street 100 feet to the Southerly boundary of said Broad Street; thence along the boundary of said Street in a Northeasterly direction a distance of 90 feet to the point of beginning.

PARCEL II:

All of Lot 17, and the East 22 feet of Lot 16, Original Plan of Montevallo, fronting Main Street 97 feet and running perpendicular to and parallel with Shelby Street, 300 feet. There is excepted from this described parcel of land, the West one (1) foot of the South 96 feet deeded to the City of Montevallo for a party wall (Deed Book 134, page 167).

PARCEL III:

Part of Lots 15 and 16, Original Plan of Montevallo, fronting on the Southeast margin of Valley Street, beginning at a point of 97 feet Southwest of the intersection of the South line of Valley Street and the West line of Shelby Street; thence Southwest along Valley Street 77 feet; thence Southeast and parallel to Shelby Street 125 feet; thence Northeast and parallel with Valley Street 77 feet; thence Northwest and parallel with Shelby Street 125 feet to the point of beginning.

PARCEL IV:

A part of the Northwest Halves of Lots 42 and 43, according to the official map of the Town of Montevallo, Alabama, more particularly described as follows: Begin at the most Northerly corner of said Lot 42, being the intersection of the Southeasterly right of way line of Main Street and the Southwesterly right of way line of Shelby Street; thence in a Southeasterly direction along said Shelby Street right of way line a distance of 70.0 feet; thence continue along last described course a distance of 39.0 feet; thence 90 degrees right in a Southwesterly direction a distance of 150.0 feet; thence 90 degrees right in a Northwesterly direction a distance of 9.0 feet; thence 90 degrees right in a Northeasterly direction a distance of 90.0 feet; thence 90 degrees left in a Northwesterly direction a distance of 100.00 feet; thence 90 degrees right in a Northeasterly direction a distance of 60.00 feet to the point of beginning.