

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
George M. Taylor, III Burr & Forman LLP P.O. Box 830719 Birmingham, Alabama 35283-0719	

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						
Daniel Realty Company						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
3595 Grandview Parkway, Suite 400		Birmingham		AL	35243	
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
N/A		General Partnership	AL	<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	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	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						
First Commercial Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
800 Shades Creek Parkway		Birmingham		AL	35209	

4. This FINANCING STATEMENT covers the following collateral:

The collateral includes all assets of every description of the Debtor and is more particularly described on Exhibit A and Exhibit B attached hereto and made a part hereof.

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

8. OPTIONAL FILER REFERENCE DATA

Shelby County/First Commercial/Daniel (3598-69)



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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Daniel Realty Company

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

3595 Grandview Parkway, Suite 400

CITY

Birmingham

STATE

AL

POSTAL CODE

35243

COUNTRY

1d. TAX ID #: SSN OR EIN

N/A

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

General Partnership

1f. JURISDICTION OF ORGANIZATION

AL

1g. ORGANIZATIONAL ID #, if any

☒ NONE

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

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OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

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First Commercial Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

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800 Shades Creek Parkway

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6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. ☐ Attach Addendum ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] [ADDITIONAL FEE] ☐ [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Shelby County/First Commercial/Daniel (3598-69)

Exhibit A

Property Description

PARCEL I

Lot 7, according to the survey of Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 12, Pages 10 A & B, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 11-C, according to the survey of Meadow Brook Corporate Park South, Phase II, resurvey of Lot 11, as recorded in Map Book 13, Page 82, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

Lot 11A-3, according to Meadow Brook Corporate Park South, Phase II, Resurvey No. 10, being a resurvey of Lot 11A-1, (being a resurvey of Lots 11-2 and 11-B) as recorded in Map Book 29, Page 42, in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

PARCEL II

To locate the point of beginning, commence at the Southwest corner of the Northeast Quarter of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88 degrees 43 minutes 44 seconds East on the South boundary line of said Northeast Quarter a distance of 250.00 feet to a point; thence North 26 degrees 40 minutes 48 seconds East a distance of 1300.16 feet to the point of beginning, said point of beginning being on the West boundary line of Lot 2A of The Resurvey of Lot 2, Greystone, Second Sector, a subdivision which was recorded in Map Book 17, Page 27, in the Office of the Judge of Probate of Shelby County, Alabama, and the north right of way of a private road known as Greystone Way; thence South 50 degrees 29 minutes 50 seconds West on the North right of way of said road a distance of 265.10 feet to a curve to the left having a central angle of 14 degrees 32 minutes 51 seconds and a radius of 840.00 feet; thence along said curve a distance of 213.28 feet to a point; thence tangent to said curve South 35 degrees 56 minutes 59 seconds West a distance of 11.79 feet to a curve to the right having a central angle of 40 degrees 29 minutes 35 seconds and a radius of 410.00 feet; thence along said curve a distance of 289.76 feet to a point on the East boundary line of Lot 1, Greystone, Third Sector, a subdivision which was recorded in Map Book 14, Page 79, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 20 degrees 09 minutes 47 seconds East on the East boundary line of said Lot 1 a distance of 569.30 feet to a point; thence North 16 degrees 15 minutes 22 seconds East on the East boundary line of said Lot 1 a distance of 384.30 feet to a point; thence 73 degrees 44 minutes 39 seconds East on the East boundary line of said Lot 1 a distance of 150.02 feet to a point; thence North 16 degrees 15 minutes 33 seconds East on the East boundary line of said Lot 1 a distance of 285.20 feet to a point; thence South 59 degrees 11 minutes 45 seconds East a distance of 348.34 feet to a point on the West boundary line of Lot 2A of the resurvey of Lot 2, Greystone, Second Sector; thence South 26 degrees 40 minutes 17 seconds West on the West boundary line of said Lot 2A a distance of 521.17 feet to the point of beginning.

All lying and being in the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, and as shown on the boundary survey dated May 31, 1993, prepared by Charley Foster & Associates, Inc., and being more particularly described as follows:

To locate the point of beginning, commence at the SW corner of the NE 1/4 of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama; thence South 88 degrees 43 minutes 44 seconds East on the South boundary of said NE 1/4 a distance of 250.00 feet to a point; thence North 26 degrees 40 minutes 48 seconds East a distance of 1300.16 feet to the point of beginning, said point of beginning being on the West boundary of Lot 2A of the resurvey of Lot 2, Greystone, Second Sector, a subdivision which was recorded in Map Book 17, Page 27, in the

Office of the Judge of Probate, Shelby County, Alabama, and the North right of way of a public road; thence South 55 degrees 30 minutes 21 seconds West on the North right of way of said road a distance of 265.10 feet to a curve to the left having a central angle of 14 degrees 32 minutes 51 seconds and a radius of 840.00 feet; thence along said curve a distance of 213.28 feet to a point; thence tangent to said curve South 35 degrees 57 minutes 29 seconds West a distance of 11.79 feet to a curve to the right having a central angle of 40 degrees 29 minutes 35 seconds and a radius of 410.00 feet; thence along said curve a distance of 289.76 feet to a point on the East boundary of Lot 1, Greystone, Third Sector, a subdivision which was recorded in Map Book 14, Page 79, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 20 degrees 10 minutes 42 seconds East on the East boundary of said Lot 1 a distance of 569.13 feet to a point; thence North 16 degrees 17 minutes 42 seconds East on the East boundary of said Lot 1 a distance of 384.29 feet to a point; thence South 73 degrees 42 minutes 18 seconds East on the East boundary of Lot 1 a distance of 150.00 feet to a point; thence North 16 degrees 17 minutes 42 seconds East on the East boundary of said Lot 1 a distance of 285.30 feet to a point; thence South 59 degrees 11 minutes 45 seconds East a distance of 347.93 feet to a point on the West boundary of Lot 2A of the resurvey of Lot 2, Greystone, Second Sector; thence South 26 degrees 40 minutes 48 seconds West on the West boundary of said Lot 2A a distance of 521.17 feet to the point of beginning.

PARCEL III

A parcel of land situated in Section 29, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 2-inch open-top pipe locally accepted to be the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 29; thence run West along the South line of said Quarter Quarter section for a distance of 140.00 feet to an iron pin found; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run in a Southerly direction for a distance of 229.78 feet to an iron pin found on the Northeast line of Lot 1, Bigler's Resurvey, as recorded in map Book 8 on Page 106 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 110 degrees 58 minutes 45 seconds and run in a Northwesterly direction along said Northeast line for a distance of 370.81 feet to an iron pin set at the point of beginning; thence continue along last stated course for a distance of 65.70 feet to a 1/4-inch rebar found; thence turn an angle to the right of 01 degree 48 minutes 16 seconds and run in a Northwesterly direction along said Northeast line for a distance of 822.85 feet to a 1-inch rebar found on the Southeast right of way line of Alabama Highway No. 119; thence turn an angle to the right of 91 degrees 22 minutes 00 seconds and run in a Northeasterly direction along said Southeast right of way line for a distance of 680.58 feet to an iron pin found; thence turn an angle to the right of 86 degrees 27 minutes 25 seconds and run in a Southeasterly direction for a distance of 691.79 feet to a 1 1/2-inch open-top pipe found; thence turn an angle to the right of 66 degrees 37 minutes 31 seconds and run in a Southerly direction for a distance of 623.40 feet to an iron pin found, said iron pin found being on the South line of the Southeast Quarter of the Northeast Quarter of said Section 29; thence turn an angle to the right of 92 degrees 46 minutes 03 seconds and run in a Westerly direction for a distance of 101.75 feet to an iron pin set; thence turn an angle to the left of 70 degrees 30 minutes 31 seconds and run in a Southwesterly direction for a distance of 102.92 feet to the point of beginning.

EXHIBIT B

THE FOLLOWING COLLATERAL DESCRIBED IN THE MORTGAGE AND SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES FROM DEBTOR IN FAVOR OF FIRST COMMERCIAL BANK AS SECURED PARTY:

The following described land, real estate, buildings, improvements, fixtures, furniture, and other personal property (which together with any additional such property hereafter acquired by the Debtor and subject to the lien of Mortgage to-wit:

(a) All that tract or parcel of land particularly described in Exhibit A attached hereto and 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 fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Borrower and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(c) All building materials, equipment, fixtures, fittings and personal property of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the real estate described herein, whether such materials, equipment, fixtures, fittings and personal property are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including, but without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, ranges, refrigerators, dishwashers, disposals, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:

(a) All rents, profits, issues and revenues of the Land from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Debtor, however, so long as Debtor is not in default hereunder, the right to receive and retain the rents, issues and profits thereof; and

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Lender is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply to all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.