

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Andrew M. Pearlstein, Esq. Seyfarth Shaw World Trade Center East Two Seaport Lane, Suite 300 Boston, MA 02210

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				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
232 Poinciana Drive	Birmingham	AL	35209	USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		limited liability company	Alabama	<input 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. <u>SEE INSTRUCTIONS</u>	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				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
4 World Financial Center	New York	NY	10080	USA

### 4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A and Schedule A attached hereto and incorporated herein.

Property Address: 1740 Woodbrook Trail, Alabaster, Alabama 35007

Filed with the Probate Office of Shelby County, Alabama

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input 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]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

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

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

11a. ORGANIZATION'S NAME									
OR	11b. INDIVIDUAL'S LAST NAME				FIRST NAME		MIDDLE NAME		SUFFIX
	11c. MAILING ADDRESS				CITY		STATE	POSTAL CODE	COUNTRY
11d. <b>SEE INSTRUCTIONS</b>		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 <i>or</i>	ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)
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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:**

Property Address: 1740 Woodbrook Trail  
Alabaster, AL 35007

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).

Ambler L.L.C.

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**

**Debtor:** Ambler, L.L.C., an Alabama limited liability company

**Secured Party:** Merrill Lynch Mortgage Lending, Inc.  
4 World Financial Center  
250 Vesey Street  
New York, NY 10080

**Property Address:** 1740 Woodbrook Trail, Alabaster, Alabama

All of the following property (the “**Property**”) now or hereafter owned by Debtor:

FIRST, all plots, pieces or parcels of real property described in Exhibit A hereto (the “**Premises**”);

SECOND, all buildings, structures and improvements of every kind or nature now or hereafter located on the Premises (collectively, the “**Improvements**”);

THIRD, all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, wells, water courses, water rights, ditches, reservoirs, air rights and development rights, lateral supports, foundations and drainage, and all estates, rights, interests, reversions, remainders, tenements, hereditaments and appurtenances of any nature whatsoever located on, under, above or pertaining to the Premises and Improvements;

FOURTH, all machinery, equipment, fittings, furniture, furnishings, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures), building equipment, materials and supplies, and all warranties and guaranties relating thereto, and all other property of every kind and nature whatsoever, now or hereafter located upon, in or used in connection with the Premises or the Improvements or appurtenant thereto (collectively, the “**Equipment**”);

FIFTH, all leases, tenancies, licenses, subleases, assignments and other agreements affecting the use, enjoyment or occupancy of all or any portion of the Premises or the Improvements now existing or hereafter entered into, and all amendments, renewals and extensions thereto, together with all income, rents, issues, profits, revenues and royalties therefrom, and all security deposits,



guarantees or other security held by Debtor in connection therewith, and all other credits, rights, options, claims and causes of action of Debtor in connection with any of the foregoing;

SIXTH, all proceeds, awards and payments, including interest thereon, which may hereafter be made with respect to all or any portion of the Property in connection with any condemnation, eminent domain proceeding or other taking, and all proceeds of, and any unearned premiums under, any insurance policies covering all or any portion of the Property, and all refunds or rebates of taxes, impositions or other charges, or in connection with other Property, and any interest thereon;

SEVENTH, all accounts, funds, deposits and reserves, including without limitation, those certain reserves referred to in or governed by Article IV of that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing (as the same may be amended, modified, extended or restated from time to time) given by Debtor to Secured Party and encumbering the Premises and all accounts receivable, contract rights, rights, claims, actions, general intangibles, trademarks, trade names, franchises, service marks, building names and logos;

EIGHTH, all licenses, permits, building permits, certificates, certificates of occupancy, consents, authorizations, approvals, variances and land use entitlements for the construction, use, occupancy and operation of the Improvements and the Premises;

NINTH, all contracts, documents, agreements and arrangements to which Debtor is a party or bound or which relate to the use, operation, ownership or enjoyment of the Property, including without limitation all service contracts, management agreements, zoning agreements, development agreements, utility agreements, parking arrangements, operating contracts, supply and maintenance contracts, equipment or other personal property leases; and all amendments thereto; and all income, revenue, rights of reimbursement and benefits therefrom, and all deposits, security, credits and advance payments in connection with any of the foregoing; and all books and records relating to the Property;

TENTH, all claims with respect to the Property, including without limitation, for loss or damage arising from any defect in or with respect to the design or construction of the Improvements or the Equipment; and the right to appear in and defend any action or proceeding, in the name and on behalf of Debtor, brought with respect to any of the Property; and the right to commence any action or proceeding to protect the interest of Lender in such Property;

ELEVENTH, all drawings, designs, architectural renderings, models, surveys, reports, studies, tests, plans and specifications for the design, development, construction, repair, improvement, ownership or operation of the Property;

TWELFTH, all oil, gas, minerals, timber and crops in, on, under or pertaining to the Premises and all royalties, revenues, leasehold and other rights and interests of Debtor pertaining thereto, including, without limitation, any surface or subsurface entry rights to the Premises or any other property; and

THIRTEENTH, all renewals, substitutions, improvements, accessions, attachments, additions, replacements and all proceeds to or of each of the foregoing, and all conversions of the security constituted thereby.

## EXHIBIT "A"

Commence at the Northwest corner of the Southwest One-Quarter of Section 11, Township 21 South, Range 3 West; thence run East along the North line of said Quarter Section line for a distance of 1235.17 feet; thence turn an angle to the right of 90 degrees and run South for a distance of 16.74 feet to the point of beginning; from the point of beginning thus obtained turn an angle to the left of 90 degrees 55 minutes 29 seconds and run North 89 degrees 04 minutes 31 seconds East for a distance of 774.99 feet; thence turn an angle to the right of 94 degrees 40 minutes 29 seconds and run South 3 degrees 45 minutes West for a distance of 151.76 feet; thence turn an angle to the left of 93 degrees 45 minutes and run East for a distance of 245.00 feet; thence turn an angle to the right of 93 degrees 45 minutes and run South 3 degrees 45 minutes West for a distance of 93.40 feet to the point of commencement of a curve to the right, said curve having a central angle of 4 degrees 04 minutes 40 seconds and a radius of 2841.09 feet. Said chord bearing is South 5 degrees 47 minutes 20 seconds West; thence run along the arc of said curve in a Southwesterly direction for a distance of 202.20 feet to the end of said curve; thence turn an angle to the right from the tangent extended to said curve of 81 degrees 12 minutes 33 seconds and run South 89 degrees 02 minutes 13 seconds West for a distance of 210.00 feet; thence turn an angle to the left of 76 degrees 10 minutes 06 seconds and run South 12 degrees 52 minutes 07 seconds West for a distance of 55.56 feet; thence turn an angle to the right of 90 degrees and run North 77 degrees 07 minutes 53 seconds West for a distance of 82.00 feet; thence turn an angle to the left of 90 degrees and run South 12 degrees 52 minutes 07 seconds West for a distance of 115.00 feet; thence turn an angle to the right of 63 degrees 40 minutes and run South 76 degrees 32 minutes 07 seconds West for a distance of 85.00 feet; thence turn an angle to the left of 63 degrees 40 minutes and run South 12 degrees 52 minutes 07 seconds West for a distance of 212.94 feet; thence turn an interior angle to the right of 73 degrees 55 minutes 17 seconds and run North 61 degrees 03 minutes 10 seconds West for a distance of 65.77 feet; thence turn an angle to the left of 26 degrees 58 minutes 40 seconds and run North 88 degrees 01 minutes 50 seconds West for a distance of 123.93 feet; thence turn an angle to the right of 13 degrees 18 minutes 35 seconds and run North 74 degrees 43 minutes 15 seconds West for a distance of 61.16 feet; thence turn an angle to the right of 29 degrees 40 minutes 41 seconds and run North 45 degrees 02 minutes 34 seconds West for a distance of 168.05 feet; thence turn an angle to the left of 65 degrees 03 minutes 32 seconds and run South 69 degrees 53 minutes 54 seconds West for a distance of 130.16 feet; thence turn an angle to the left of 29 degrees 25 minutes 03 seconds and run South 40 degrees 28 minutes 51 seconds West for a distance of 72.60 feet; thence turn an angle to the left of 3 degrees 34 minutes 28 seconds and run South 36 degrees 54 minutes 23 seconds West for a distance of 35.20 feet; thence turn an angle to the right of 20 degrees 30 minutes 52 seconds and run South 57 degrees 25 minutes 15 seconds West for a distance of 79.37 feet; thence turn an angle to the right of 47 degrees 35 minutes 07 seconds and run North 74 degrees 59 minutes 38 seconds West for a distance of 177.55 feet; thence turn an angle to the right of 49 degrees 48 minutes 02 seconds and run North 25 degrees 11 minutes 36 seconds West for a distance of 89.68 feet; thence turn an angle to the right of 8 degrees 47 minutes 59 seconds and run North 16 degrees 23 minutes 37 seconds for a distance of 22.48 feet; thence turn an angle to the right of 28 degrees 26 minutes 26 seconds and run North 12 degrees 02 minutes 49 seconds East for a distance of 18.64 feet; thence turn an angle to the right of 22 degrees 06 minutes 47 seconds and run North 34 degrees 09 minutes 36 seconds East for a distance of 48.14 feet; thence turn an angle to the left of 24 degrees 23 minutes 17 seconds and run North 9 degrees 46 minutes 19 seconds East for a distance of 86.54 feet; thence turn an angle to the left of 15 degrees 22 minutes 56 seconds and run North 5 degrees 36 minutes 37 seconds West for a distance of 25.80 feet; thence turn an angle to the left of 27 degrees 43 minutes 06

CONTINUED



## EXHIBIT "A" CONTINUED

seconds and run North 33 degrees 19 minutes 43 seconds West for a distance of 47.20 feet; thence turn an angle to the left of 66 degrees 35 minutes 31 seconds and run South 80 degrees 04 minutes 46 seconds West for a distance of 95.59 feet; thence turn an angle to the right 18 degrees 23 minutes 40 seconds and run North 81 degrees 31 minutes 34 seconds West for a distance of 35.87 feet; thence turn an angle to the right of 15 degrees 54 minutes 27 seconds and run North 65 degrees 37 minutes 07 seconds West for a distance of 117.72 feet; thence turn an angle to the right of 28 degrees 09 minutes 54 seconds and run North 37 degrees 27 minutes 13 seconds West for a distance of 147.16 feet; thence turn an angle to the left of 00 degrees 36 minutes 11 seconds and run North 38 degrees 03 minutes 24 seconds West for a distance of 131.44 feet; thence turn an angle to the right of 37 degrees 27 minutes 25 seconds and run North 00 degrees 35 minutes 59 seconds West for a distance of 53.61 feet; thence turn an angle to the right of 55 degrees 34 minutes 51 seconds and run North 54 degrees 58 minutes 52 seconds East for a distance of 64.90 feet; thence turn an angle to the right of 36 degrees 29 minutes 42 seconds and run South 88 degrees 31 minutes 26 seconds East for a distance of 74.07 feet; thence turn an angle to the left of 57 degrees 13 minutes 59 seconds and run North 34 degrees 14 minutes 35 seconds East for a distance of 13.45 feet; thence turn an angle to the left of 14 degrees 12 minutes 31 seconds and run North 20 degrees 02 minutes 04 seconds East for a distance of 40.69 feet; thence turn an angle to the left of 17 degrees 15 minutes 54 seconds and run North 2 degrees 46 minutes 10 seconds East for a distance of 50.14 feet; thence turn an angle to the right of 86 degrees 18 minutes 21 seconds and run North 89 degrees 04 minutes 31 seconds East for a distance of 546.97 feet to the point of beginning.

### LESS AND EXCEPT:

A part of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Section 11, Township 21 South, Range 3 West, identified as Tract No. 26, Project No. STPAA-458(1), Shelby County, Alabama, and being more fully described as follows:

Commence at the Northeast corner of said NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , thence West along the North line of said NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  a distance of 402 feet, more or less, to the present Northwest right of way line of Alabama Highway 119; thence Southerly along said right of way line a distance of 186 feet, more or less, to a point that is 75 feet Westerly of and at right angles to the centerline of Project No. STPAA-458(1) at Station 494+00 and the point of beginning of the property herein to be conveyed; thence continue Southerly along said right of way line a distance of 267 feet, more or less, to the South property line; thence West along said property line a distance of 14 feet, more or less to a point that is 75 feet Westerly of and at right angles to said centerline; thence Northerly, parallel with said centerline, along a curve to the left (concave Northerly), having a radius of 4675.0 feet, a distance of 269 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.

## 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 Ambler, L.L.C.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

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