

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Cheryl Robinson (205) 879-5959

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CORLEY, MONCUS & WARD, PC
400 Shades Creek Parkway
Suite 100
Birmingham AL 35209

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 name

1a. ORGANIZATION'S NAME
CLARK PROPERTIES, LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS
2617 Highway 31 South CITY Birmingham STATE AL POSTAL CODE 35124 COUNTRY USA

1d. TAX ID#: SSN or EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION LLC 1f. JURISDICTION OF ORGANIZATION Alabama 1g. ORGANIZATION 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 name

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. ORGANIZATION ID#, if any ☐ 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
800 Shades Creek Parkway CITY Birmingham STATE AL POSTAL CODE 35209 COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the fixtures, equipment, furniture, furnishings and personal property of every nature, now owned or hereafter acquired by Debtor, all additions, replacements and proceeds thereof and all other property set forth in Schedule I attached hereto and made a part hereof, located on the real property described on the attached Exhibit "A" and Exhibit "B".

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 IS BEING PAID.

5. ALT. DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAIOLR ☐ 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 [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

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 CLARK PROPERTIES, LLC								
	9b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX	
10. MISCELLANEOUS:									
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY									
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine name									
OR	11a. ORGANIZATION'S NAME								
	11b. INDIVIDUAL'S LAST NAME			FIRST NAME		MIDDLE NAME		SUFFIX	
11c. MAILING ADDRESS				CITY		STATE	POSTAL CODE		COUNTRY
11d. TAX ID#: SSN or EIN		ADD'L INFO RE ORGANIZATION DEBTOR		11e. TYPE OF ORGANIZATION		11f. JURISDICTION OF ORGANIZATION		11g. ORGANIZATION ID#, if any	
<input type="checkbox"/> NONE									
12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P - 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 <input type="checkbox"/> timber to be cut on <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.									
14. Description of real estate: See attached Exhibit "A" and Exhibit "B".									
15. Name and address of a RECORD OWNER of above described real estate (if Debtor does not have a record interest):									
16. Additional collateral description:									
17. Check <u>only</u> if applicable and check <u>only</u> one box. Debtor is a <input type="checkbox"/> Trust or <input type="checkbox"/> Trustee acting with respect to property held in trust or <input type="checkbox"/> Decedent's Estate									
18. Check <u>only</u> if applicable and check <u>only</u> one box. <input type="checkbox"/> Debtor is a TRANSMITTING UTILITY <input type="checkbox"/> Filed in connection with a Manufactured-Home Transaction -- effective 30 years <input type="checkbox"/> Filed in connection with a Public-Finance Transaction -- effective 30 years									

SCHEDULE I

All Debtor's right, title and interest in, to, and under any and all of the following described property (the "Property"), whether now owned or held or hereafter acquired:

(a) All those certain tracts or parcels of land located in Shelby County, Alabama, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof and all those certain tracts or parcels of land located in Chilton County, Alabama, as more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (collectively, the "Land"); and

(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 Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, 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"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement being filed simultaneously herewith (the "Mortgage"); and

(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 Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(d) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, 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 Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage; and

(e) All Construction Contracts (between the Contractors and Debtor providing for the construction of the Project, or any portion thereof), the Architect Contracts (between the Architects and the Debtor providing for the design of the Project, the preparation of the Plans and Specifications, the supervision and inspection of the construction of the Project and the provision of any other architectural services or projects related to the Project), the Plans and Specifications (all plans and specifications for the Project, or any portion thereof), and other Construction documents (1) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (2) all contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (3) all contracts to which the Debtor is a party providing for the management of the construction of any of the Project; (4) all rights of the Debtor as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Debtor is not a party; (5) all payment and performance bonds relating to any of

the Project; (6) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (7) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder); and

(f) To the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises.

EXHIBIT "A"

A parcel of land situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run South $0^{\circ}00'00''$ West for a distance of 472.62 feet to the point of beginning; thence continue South along last described course 114.19 feet; thence run North $71^{\circ}56'$ West 443.40 feet to a point on the Southeasterly right of way line of U.S. Highway No. 31; thence run North $27^{\circ}21'30''$ East along said right of way line 110.00 feet; thence run South $71^{\circ}56'$ East 390.23 feet to the point of beginning; being in Shelby County, Alabama.

EXHIBIT "B"

From the SE corner of the SE ¼ of the NW ¼ of Section 1, Township 21 North, Range 14 East, Chilton County, Alabama run a magnetic bearing tie line of South 82°26'18" West for 880.14 feet to a metal fence corner post dividing lands of McDowell, DeVaughn and Elia, and the beginning point of subject lot; from said point run along a fence and a continuation thereof South 66°47'56" West 194.22 feet to an iron pipe at the East right of way line of U.S. 31 and the NW corner of McDowell lot; thence along the East right of way line of U.S. 31 Highway North 35°00'00" West 191.42 feet to the point of intersection of said highway right of way and the Southerly right of way line of Dennis Avenue, a paved public street; thence run along said line of said Dennis Avenue North 87°32'40" East 128.07 feet; thence run a chord bearing and distance of South 87°51'55" East 73.44 feet to a point on said street right of way; thence continue along said street right of way line South 83°16'30" East 75.93 feet; thence along a fence South 26°54'06" East 81.91 feet back to the beginning point.

Situated in Chilton County, Alabama.