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Shelby Cnty Judge of Probate, AL
08/30/2007 08:58:07AM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Leitman, Siegal & Payne, P.C.
600 20th Street North, Suite 400
Birmingham, Alabama 35203
Attn: Phillip G. Stutts, Esq.

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

AACalera LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

361 Summit Boulevard, Suite 110

CITY

Birmingham

STATE

AL

POSTAL CODE

35243

COUNTRY

USA

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION
LLC

1f. JURISDICTION OF ORGANIZATION
Delaware

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

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL 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

Regions Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

PO Box 11077, BAC-15

CITY

Birmingham

STATE

AL

POSTAL CODE

35288

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

The property described in Schedule I attached hereto.

This financing statement is additional security for the Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, recorded simultaneously herewith in the Office of the Judge of Probate of Shelby County. The debtor is the owner of the real property described on Exhibit A attached hereto.

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 [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Buchalter

Schedule I to the UCC-1 Financing Statement

LEGAL DESCRIPTION

Begin at an existing 1-1/4" pipe marking the Northeast corner of Lot 1, Block 46 of Dunstons Map of Calera, an unrecorded subdivision; thence run South 00 Degrees, 06 minutes, 38 seconds West along the East line of lot 1, also being the West right-of-way line of the L & N Railroad a distance of 260.40 feet to an existing iron pin with cap stamped ALA PE-LS #9500; thence run North 85 degrees, 56 minutes, 25 seconds West a distance of 236.57 feet to an existing iron pin with cap stamped B. Lucas #23005 on the East right-of-way line of U.S. Highway #31; thence run North 05 degrees, 31 minutes, 27 seconds East along said right-of-way line a distance of 72.91 feet to an iron pin set (1/2" rebar with cap stamped JBW&T Inc. CA0046LS); then run along said right-of-way line and along a curve to the left having a Delta = 00 degrees, 36 minutes, 24 seconds, Radius = 5769.59 feet a distance of 61.09 feet measured along the chord of said curve having a chord bearing of North 05 degrees, 08 minutes, 30 seconds East to an existing iron pin with cap stamped B. Lucas #23005; thence run along said right-of-way line and along a curve to the left having a Delta = 00 degrees, 32 minutes, 46 seconds, Radius = 5769.59 feet a distance of 55.00 feet measured along the chord of said curve having a chord bearing of North 04 degrees, 34 minutes, 31 seconds East to an existing iron pin with cap stamped B. Lucas #23005; thence run along said right-of-way line a feet a distance of 34.96 feet measured along the chord of said curve having a chord bearing of North 04 degrees, 07 minutes, 12 seconds East to an iron pin set; thence run along said right-of-way line North 03 degrees, 42 minutes, 34 seconds East a distance of 21.42 feet to an iron pin set; thence leaving said right-of-way line run South 89 degrees, 46 minutes, 49 seconds East a distance of 215.70 feet to the point of beginning.

Said parcel of land being a portion of the NE ¼, Section 21, T-22-S, R-2-W, lying and being in the City of Calera, Shelby County, Alabama.

TOGETHER with all of Borrower's estate, right, title and interest, now owned or hereafter acquired, in:

(a) 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 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, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, under padding, 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 covered by this Instrument 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

(b) 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;

(c) return premiums or other payments upon any insurance any time provided for the benefit of or naming LENDER, and refunds or rebates of taxes or assessments on the Premises;

(d) all the right, title and interest of Borrower 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 Borrower 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;

(e) plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Borrower'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;

(f) 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 Borrower 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;

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

(h) 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. The Premises, the Improvements, the Leases and all of the rest of the foregoing property are herein referred to as the "Property".