

20111116000347100 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
11/16/2011 01:10:27 PM FILED/CERT

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone (800) 331-3282 Fax (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 19894 COMPASS BANK	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	30650482 ALAL FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20070402000148240 04/02/07 CC AL Shelby

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b. and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
SELKIRK II PARTNERS, L.L.C.

OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTION ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

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". 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.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Compass Bank

OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

30650482 Debtor Name: SELKIRK II PARTNERS, L.L.C. 77-1902 AFS 01518



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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

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11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

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12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

OR	12a. ORGANIZATION'S NAME Compass Bank		
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

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— Description: See exhibit "A"

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 (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



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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

(e) 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.



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EXHIBIT "A"

Part of the SW ¼ - SE ¼ of Section 2, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows: Commence at the SW corner of said SW ¼ - SE ¼ and run West along the South line of the SE ¼ - SW ¼ 16.04 feet; thence a deflection angle right of 87°35'45" and run North 192.11 feet to the Southwest corner of Inverness Parcel 11-B; thence a deflection angle left of 42°53'58" and run Northwesterly along the Southwesterly line of said Parcel 11-B 141.34 feet to the Northwesterly corner of said parcel; thence a deflection angle right of 75°07'07" and run in a Northeasterly direction along the Northwesterly line of said Parcel 281.85 feet to the Northeasterly corner of said Parcel 11-B and the point of beginning of herein described Inverness Parcel 12; thence a deflection angle left of 32°13'09" and run in a Northerly direction along the westerly line of said Parcel 12 345.63 feet to the Northwesterly corner of said Parcel 12, said point being a point on a curve to the right, on the Southerly Right of Way of Inverness Parkway, said curve having a radius of 695.00 feet and a central angle of 22°40'12"; thence an interior angle of 90°00'00" to the tangent of said point on a curve and run to the right, in a Southeasterly direction along said Right of Way and the arc of said curve 274.99 feet to a point on said curve and the Northwesterly corner of said Parcel 11-A; thence an interior angle of 90°00'00" from the tangent of said point on curve and run to the right in a Southwesterly direction along the Northwesterly line of Inverness Parcel 11-A, 120.00 feet; thence an interior angle of 100°44'45" and run to the right in a Southwesterly direction 44.09 feet; thence an interior angle of 111°57'53" and run to the right in a Northwesterly direction 52.02 feet; thence an interior angle of 294°32'18" and run to the left in a Southwesterly direction 49.06 feet; thence an interior angle of 196°56'16" and run to the left in a Southwesterly direction 37.99 feet; thence an interior angle of 243°01'43" and run to the left in a Southeasterly direction 56.14 feet; thence an interior angle of 234°40'40" and run to the left in a Southeasterly direction 42.53 feet to a point on the Northwesterly line of said Inverness Parcel 11-A; thence an interior angle of 58°31'01" and run to the right in a Southwesterly direction along said Northwesterly line of Inverness Parcel 11-A 222.81 feet; thence an interior angle of 69°35'15" and run to the right in a Northwesterly direction 45.00 feet to the Point of beginning.