

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Frederick C. C. Boyd, III, Esq. 404/233-7000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Wells Fargo Bank, N.A.
1700 Lincoln Street, 3rd Floor
Denver, CO 80203-4500
MAC C7300-033
Attn.: Doc Team 4**

20121205000465780 1/6 \$37.00
Shelby Cnty Judge of Probate, AL
12/05/2012 02:14:51 PM FILED/CERT

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
TACALA, LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3750 Corporate Woods Drive Vestavia Hills AL 35242

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any ☐ NONE

Limited Liability Co. Delaware 2920056

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. SEE INSTRUCTIONS 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
WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1808 ASTON AVENUE, SUITE 250 CARLSBAD CA 92008 USA

4. This FINANCING STATEMENT covers the following collateral:

Please see Schedule "1" attached hereto and made a part hereof for a description of the collateral.

Please see Exhibit "A" attached hereto and made a part hereof for a description of the property.

Property Location: Store No. 4409 - 101 Cahaba Valley Parkway, Pelham, Shelby County, Alabama 35124

being filed simultaneously w/ mortgage

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

Shelby County, Alabama Filing (Obligor No. 6214041358 / Store 4409) MM&M File No. 18263/87172

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME		
OR	TACALA, 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 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. SEE INSTRUCTIONS	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 or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR				
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:

See Exhibit "A" attached hereto.

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 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 "1" TO UCC-1 FINANCING STATEMENT

This financing statement is presented to the filing officer for filing pursuant to the Uniform Commercial Code.

(A) Debtor:

TACALA, LLC
3750 Corporate Woods Drive
Vestavia Hills, AL 35242

(B) Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent
1808 Aston Ave, Suite 250
Carlsbad, CA 92008

(C) Description of Collateral:

This financing statement covers all right, title, interest and estate of Debtor now owned or existing, or hereafter acquired or arising, in and to the following property, rights and interests, wheresoever located, subject however to the Permitted Encumbrances, if any (such property, rights and interests being hereinafter collectively referred to as the "Mortgaged Property");

- (1) The real property described in Exhibit "A" attached hereto (the "Premises") and all of the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (the "Improvements");
- (2) All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, riparian, littoral and water rights and powers, air rights, access rights, development rights and parking rights and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises, to the center line thereof;
- (3) All machinery, furnishings, appliances, equipment, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other personal and other property of every kind and nature (hereinafter collectively referred to as the "Equipment"), whether tangible or intangible, whatsoever owned by Debtor and now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor and now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future

operation, enjoyment and occupancy of the Premises and the Improvements, including the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any security interests under the UCC that are or may be superior in priority to the Liens granted by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated on or about November 30, 2012, between Debtor and Secured Party, (as amended, restated, supplemented, or otherwise modified from time to time, the "Mortgage");

- (4) All Loss Proceeds and other awards or payments (including, without limitation, tax refunds), including interest thereon, which may heretofore and hereafter be made with respect to the Premises and the Improvements, whether from the exercise of the right of eminent domain or Condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value of the Premises and the Improvements;
- (5) All leases, subleases and other agreements (including, without limitation, any and all security interests, contractual Liens and security deposits thereunder) affecting the use, enjoyment or occupancy of the Premises and the Improvements heretofore and hereafter entered into (the "Leases"), and all income, rents, issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Premises and the Improvements (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness and other Secured Obligations of Debtor to Secured Party;
- (6) All Insurance Proceeds and other proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property (whether or not such insurance is required hereunder), including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Mortgaged Property in accordance with the Mortgage;
- (7) The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property;
- (8) All accounts, payment intangibles, escrows, documents, instruments, chattel paper, claims, deposits, General Intangibles, Certificates of Title, Fixtures, Money, Instruments, Investment Property, Documents, Chattel Paper, Deposit Accounts, Letters of Credit, Letter-of-Credit Rights, Supporting Obligations, Commodity Accounts, Commodity Contracts, Health-Care Insurance Receivables, Commercial Tort Claims, Promissory Notes, Certificated and Uncertificated Securities, Financial Assets, Securities Accounts, Securities Entitlements, Payment Intangibles and Software (as the foregoing terms are defined in the UCC), all Contractual Obligations and all other contract rights, franchises, books, records, plans, specifications, maps, surveys, permits and licenses (to the extent assignable without the approval or consent of any other Person), approvals, actions and causes of action, trade, service and business marks and names which now or hereafter relate to, are derived from, or

are used in connection with the Premises, or the use operation, maintenance, occupancy or employment thereof or the conduct of any business or activities thereon;

- (9) To the extent assignable by Debtor without the approval or consent of any other Person, all Consents and Other Action and all other permits, licenses (including alcoholic beverage licenses), agreements (including all license, operating, management, service, supply and maintenance agreements), and any other agreements, permits or contracts of any nature whatsoever now or hereafter obtained or entered into by Debtor with respect to the ownership, operation, maintenance and administration of the Mortgaged Property, including, without limitation, those documents and agreements described in that certain Assignment of Licenses, Permits and Contracts dated February 21, 2012, executed by Debtor in favor of Secured Party; and
- (10) Any and all proceeds, products and commingled goods of any of the foregoing and any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Secured Obligations, including the performance of Debtor's obligations under the Loan Documents.

(D) Definitions: Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Credit Agreement (as defined in the Mortgage).

Unit No. 004409
101 Cahaba Valley Pkwy
Pelham, Alabama 35124
Shelby County

EXHIBIT A

Description of the Premises

Part of Block 1 of Cahaba Valley Park North as recorded in Map Book 13, Page 140, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Begin at the Southwest corner of said Block 1, said point being on the Northerly right of way line of Alabama Highway 119, and run Northwesterly for 150.00 feet; thence 88 degrees 04 minutes 00 seconds right and run Northeasterly for 227.16 feet to a point on the Westerly right of way line of Cahaba Valley Parkway; thence 90 degrees 00 minutes right and run Southeasterly along said right of way line for 99.56 feet to a point; said point being at the beginning of a curve to the right, subtending a central angle of 89 degrees 53 minutes 17 seconds and having a radius of 50.00 feet; thence run Southwesterly along the arc of said curve for 78.44 feet to a point on the Northerly right of way line of Alabama Highway 119 and end of said curve; thence at tangent to said curve run Southwesterly along said right of way line for 182.32 feet to the point of beginning.

Situated in Shelby County, Alabama.