

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)

Frederick C. C. Boyd, III, Esq.
Morris Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, GA 30326



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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 3750 Corporate Woods Drive		CITY Vestavia Hills	STATE AL	POSTAL CODE 35242
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Co.	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 2920056 <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. SEE INSTRUCTIONS	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 WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 1808 ASTON AVENUE, SUITE 250		CITY CARLSBAD	STATE CA	POSTAL CODE 92008
				COUNTRY 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. 28006 - 5192 Caldwell Mill Road, Suite 101 & 102, Hoover, Shelby County, Alabama 35244

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 checked="" 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						
Shelby County, Alabama Filing (Obligor #: 6214041358) Store No. 28006 MM&M File No. 18263/87174						

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		
	TACALA, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

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

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
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11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - 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
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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).

Valleydale, LLC
One Independent Drive, Suite 114
Jacksonville, Florida 32202

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) 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) All right, title and interest of Debtor in, to, under or derived from or related to the lease described in Exhibit "A" attached hereto (the "Subject Lease") affecting the real property described in Exhibit "A" attached hereto (the "Real Property") and all of the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements ("Improvements") now or hereafter located thereon (such Real Property, the Subject Lease and the Improvements are collectively referred to as the "Premises"), together with all modifications, amendments, supplements, extensions, consolidations, restatements, replacements of the Subject Lease, now or hereafter entered into, together with all other, further, additional or greater estate, right, title and interest of Debtor in, to or under or derived from or related to the Premises, now or hereafter located thereon, which may at any time be acquired by Debtor by the terms of the Subject Lease, by reason of the exercise of any option or otherwise (collectively, the "Leasehold Estate");
- (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 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, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and all building equipment, materials and supplies of any nature whatsoever owned by Debtor and now or hereafter located upon the Premises, or appurtenant thereto, and usable in connection with the present or future operation, enjoyment and occupancy of the Premises, 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 the Debtor to the Secured Party pursuant to the Mortgage covering the Mortgaged Property;



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- (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, 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;
- (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 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 (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 covering the Mortgaged Property;
- (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,

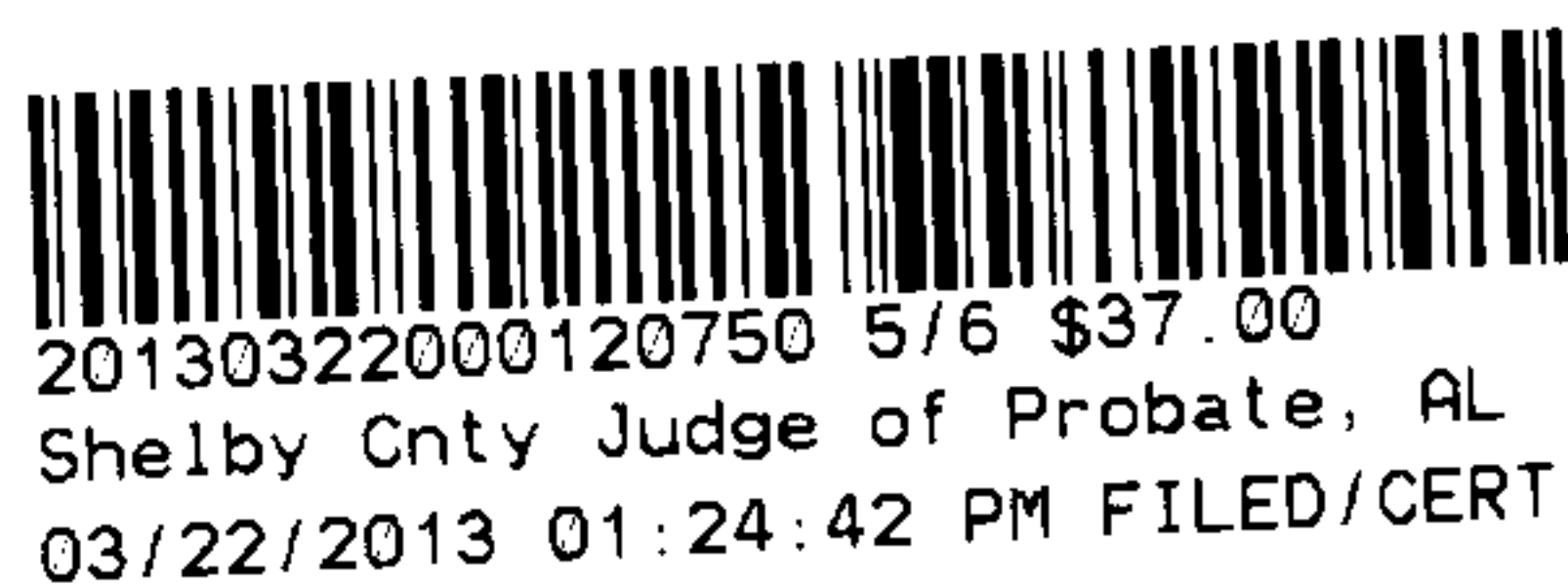


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without limitation, those documents and agreements described in that certain Assignment of Licenses, Permits and Contracts; and

- (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.

(B) Definitions: Capitalized terms used and not otherwise defined herein have the meanings assigned to them in that certain Fourth Amended and Restated Credit Agreement, dated as of or about December 18, 2012, by and among Debtor, certain of Debtor's affiliates, the lenders from time to time parties thereto, and Wells Fargo Bank, National Association, as administrative agent for such lenders.



Unit No. 28006
5192 Caldwell Mill Road, Suite 101 & 102
Hoover, Alabama 35244
Shelby County

EXHIBIT A

Lots 1 and 2, Valleydale Village, as recorded in Map Book 8, Page 141 and Lots 1 and 2, Regency Centers Valleydale Village Survey, as recorded in Map Book 31, Page 69, both in the office of the Judge of Probate of Shelby County, Alabama.

Containing 17.303 acres

||||| TACALA, LLC
46411759

AL

FIRST AMERICAN ELS
UNIFORM COMMERCIAL CODE



*WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*

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