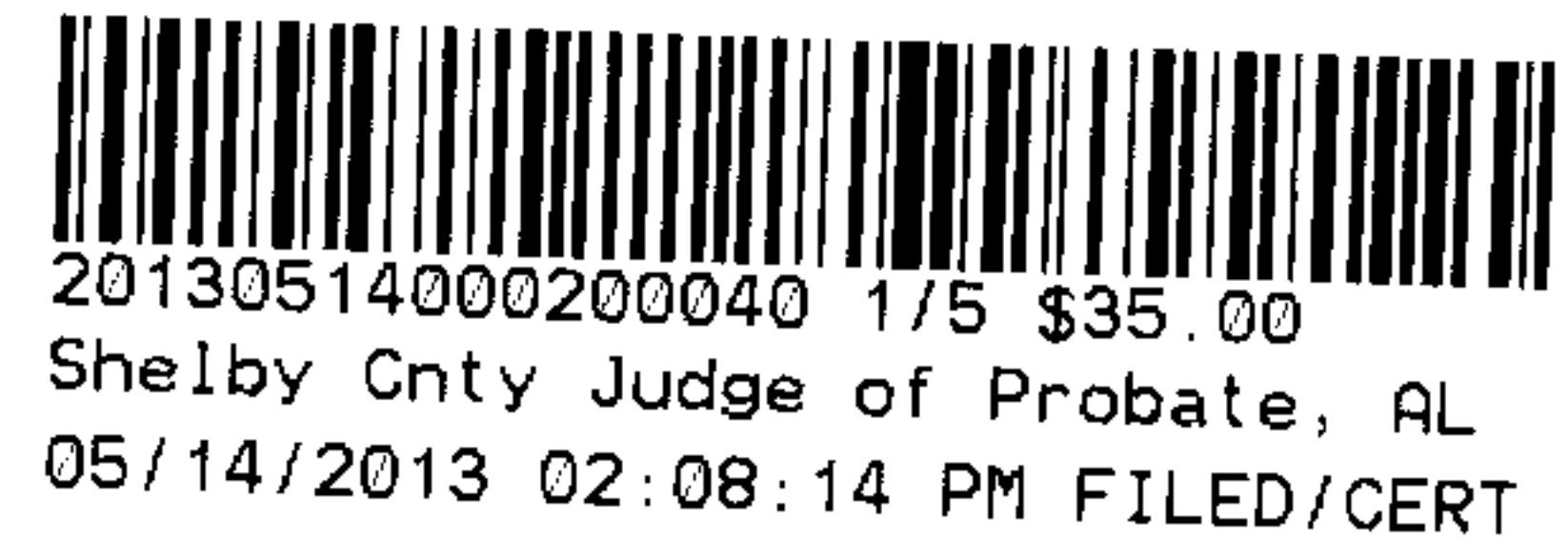


# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>Jack C. Marvin (316) 265-8800</b>	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>Jack C. Marvin Stinson Morrison Hecker LLP 1625 N. Waterfront Parkway, Suite 300 Wichita, KS 67206-6620</b>	



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 <b>Value Place Pelham LLC</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>8621 E. 21st Street North, Suite 250</b>			CITY <b>Wichita</b>	STATE <b>KS</b>	POSTAL CODE <b>67206</b>	COUNTRY <b>USA</b>
1d.	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>LLC</b>	1f. JURISDICTION OF ORGANIZATION <b>Kansas</b>	1g. ORGANIZATIONAL ID #, if any <b>4067369</b>		<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.	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 <b>Fidelity Bank</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>100 E. English</b>			CITY <b>Wichita</b>	STATE <b>KS</b>	POSTAL CODE <b>67202</b>	COUNTRY <b>USA</b>

## 4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "A" and Schedule 1 attached hereto and incorporated herein by reference.

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							

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	Value Place Pelham 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

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
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 <input type="checkbox"/> timber to be cut or <input type="checkbox"/> as-extracted collateral, or is filed as a <input checked="" type="checkbox"/> fixture filing.	16. Additional collateral description:
14. Description of real estate:  See Exhibit "A" and Schedule 1 attached hereto and incorporated herein by reference.	
15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):	
	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 <input type="checkbox"/> Filed in connection with a Public-Finance Transaction



**EXHIBIT "A" to UCC-1 FINANCING STATEMENT**  
(Value Place Pelham LLC)

**All of Debtor's hereinafter described equipment, accounts, accounts receivable, contract rights, general intangibles, inventory, fixtures, proceeds of collateral or any other personal property of any kind or character, now or hereafter acquired, as follows:**

1. All personal property (together with all buildings, improvements and fixtures, the "Improvements") now located, or hereafter located on the real estate described in **Schedule 1 attached hereto** (the "Land"), and all right, title and interest of Debtor, now owned or hereafter acquired, in and to (a) any and all strips and gores of land adjacent to or used in connection with the Land, (b) all land upon which any such buildings or improvements may now or hereafter encroach, (c) the land within the streets, roads and alleys adjoining all such property, and (d) all and singular and tenements, hereditaments, appurtenances, privileges, easements, franchises, rights, appendages and immunities whatsoever belonging to or in any wise appertaining to all such Land.

2. Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of property (real, personal or mixed) at any time now or hereafter installed in, attached to or situated in or upon the Land or other real estate described above or the improvements, or used or intended to be used in connection with the Land or such other real estate or in the operation of the Improvements or in the operation of Debtor's business thereon, whether or not the said property is or shall be affixed thereto, including, without limiting the generality of the foregoing, (a) all building materials, fixtures, building machinery and building equipment delivered on site to the real estate during the course of, or in connection with, any construction of any Improvements, (b) all furniture, furnishings, carpeting, refrigerators, air conditioners, heating units, ranges, stoves, ovens, disposals, dishwashers and other appliances, (c) all heating, lighting, refrigeration, plumbing, electrical, ventilating, incinerating, water heating, cooking, telephonic communications, data processing, security, air conditioning and energy management equipment, and (d) any and all subsequently acquired fixtures, appliances, machinery, equipment and personal property by any of renewal, replacement, substitution, addition or otherwise, but excluding any furniture, fixtures, equipment, appliances and equipment not owned by Debtor.

3. Any and all accounts, accounts receivable, contract rights, chattel paper, instruments, general intangibles and other obligations of any kind, now or hereafter existing, arising out of or in connection with the Land or Improvements, including without limitation all plans and specifications for the Improvements.

4. Any and all building materials and equipment of Debtor which is intended to be installed in or on the Land or Improvements.

5. Any and all water and water rights, ditches and ditch rights, reservoirs and reservoir rights, stock or interests in water, irrigation or ditch companies, royalties, minerals, oil and gas rights, and lease or leasehold interests owned by Debtor, now or hereafter used or useful in connection with, appurtenant to or related to the Land.



6. All leases of the Land or any part thereof, whether now existing or hereafter entered into, (collectively, the "Leases"), and all right, title and interest of Debtor thereunder, including cash and securities deposited under said Leases, and any and all guaranties of such Leases.

7. All licenses, permits (including building permits), authorizations or approvals of any type or nature whatsoever, now owned or held or hereafter acquired, which relate to the use, development or occupancy of the Land or any part thereof.

8. All insurance proceeds and condemnation awards relating to the Land and Improvements or any part thereof, and all funds, moneys, certificates of deposit, instruments, letters of credit and deposits of Debtor held by, deposited with, or paid or payable to Secured Party.

9. All rents from, all issues, uses, profits, proceeds and products of, all replacements and substitutions for, and other rights and interests now or hereafter belonging to, any of the foregoing.

10. All other contracts, estates, easements, franchises (to the extent permitted by franchisors), interests, licenses, rights, titles, powers or privileges of every kind and character which Debtor now has or may hereafter acquire in and to the property and interests described above, including without limitation: (a) all present or future estates, easements, franchises, interests, leaseholds, licenses, rights, titles, powers and privileges of Debtor in and to all easements, all rights and other rights-of-way in connection with the property and interests described above or any part thereof or as a means of ingress to, or egress from, the Land or the Improvements or any part thereof, (b) all present or future estates, easements, franchises, interests, leaseholds, licenses, rights, titles, powers, and privileges of Debtor in and to the Land or the Improvements or any part thereof, (c) all present or future estates, easements, franchises, interests, leaseholds, licenses, rights, titles, powers, and privileges, if any, of Debtor, either at law or in equity, in possession or in expectancy, in and to the real property or air space, as the case may be, lying in, under, or over the streets, highways, roads, alleys, ways, sidewalks, skywalks, tunnels, or avenues, open or proposed, in front of, above, over, under, through, or adjoining, the Land, and in and to any strips or gores of real property adjoining the Land, and (d) all present or future estates, easements, franchises, interests, leaseholds, licenses, development rights or credits, air rights, solar rights, water, water rights (whether riparian, appropriative time, or otherwise, and whether or not appurtenant), water, irrigation or ditch stock interests, rights, titles, powers, and privileges appurtenant, or incident to, the Land or the Improvements.

11. Any and all proceeds of any and all of the foregoing.



## SCHEDULE 1

A parcel of land situated in the Southeast  $\frac{1}{4}$  of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama:

Commence at the Southwest corner of said quarter Section and run East along the South line thereof for a distance of 1826.56 feet; thence leaving said South line turn an interior angle to the right of 57 degrees 00 minutes 07 seconds and run in a Northwesterly direction for a distance of 399.97 feet to a point on the Northern-most right of way of Oak Mountain Park Road (60 ROW) said point being a found 5/8" rebar; thence turn an interior angle to the left of 45 degrees 19 minutes 42 seconds and run in a Northeasterly direction along said right of way for a distance of 192.27 feet to the point of beginning of the property herein described said point being a found 5/8" rebar; thence turn an exterior angle to the right of 85 degrees 19 minutes 24 seconds and run in a Northerly direction for a distance of 280.69 feet to a point on the Southern-most right of way of Bishop Circle, said point being a set 5/8" capped rebar stamped CA-560-LS, said point also being on a curve turning to the left, said curve having a radius of 50.00 feet a central angle of 37 degrees 53 minutes 41 seconds, a chord distance of 32.47 feet, and an interior angle to the left to chord of 144 degrees 21 minutes 42 seconds; thence rim along the arc of said curve and along said right of way for a distance of 33.07 feet to a set 5/8" capped rebar stamped CA-560-LS, said point being the point of beginning of a reverse curve turning to the right, said curve having a radius of 20.00 feet, a central angle of 73 degrees 23 minutes 54 seconds, and a chord distance of 23.90 feet; thence run along the arc of said curve and along said right of way for a distance of 25.62 feet to a 5/8" capped rebar stamped CA-560-LS said point also being the point of tangency of said curve; thence run along a line tangent to said curve and along said right of way for a distance of 238.68 feet to a set 5/8" capped rebar stamped CA-560-LS, said point also being on a curve turning to the right, said curve having a radius of 3599.42 feet, a central angle of 03 degrees 37 minutes 05 seconds, a chord distance of 227.25 feet, and an interior angle to the left to chord of 93 degrees 53 minutes 53 seconds; thence run along the arc of said curve and along said right of way for a distance of 227.29 feet to a found 5/8" rebar, said point also being on the aforementioned right of way of Oak Mountain Park Road (I-65 Service Road); thence turn an interior angle to the left from a chord of 124 degrees 46 minutes 38 seconds and run in a Southwesterly direction along said right of way for a distance of 132.51 feet to a found concrete monument; thence turn an interior angle to the left of 145 degrees 56 minutes 59 seconds and run in a Northwesterly direction along said right of way for a distance of 164.71 feet to a found concrete monument; thence turn an interior angle to the left of 172 degrees 00 minutes 18 seconds and run in a Westerly direction for a distance of 24.16 feet to the point of beginning.