

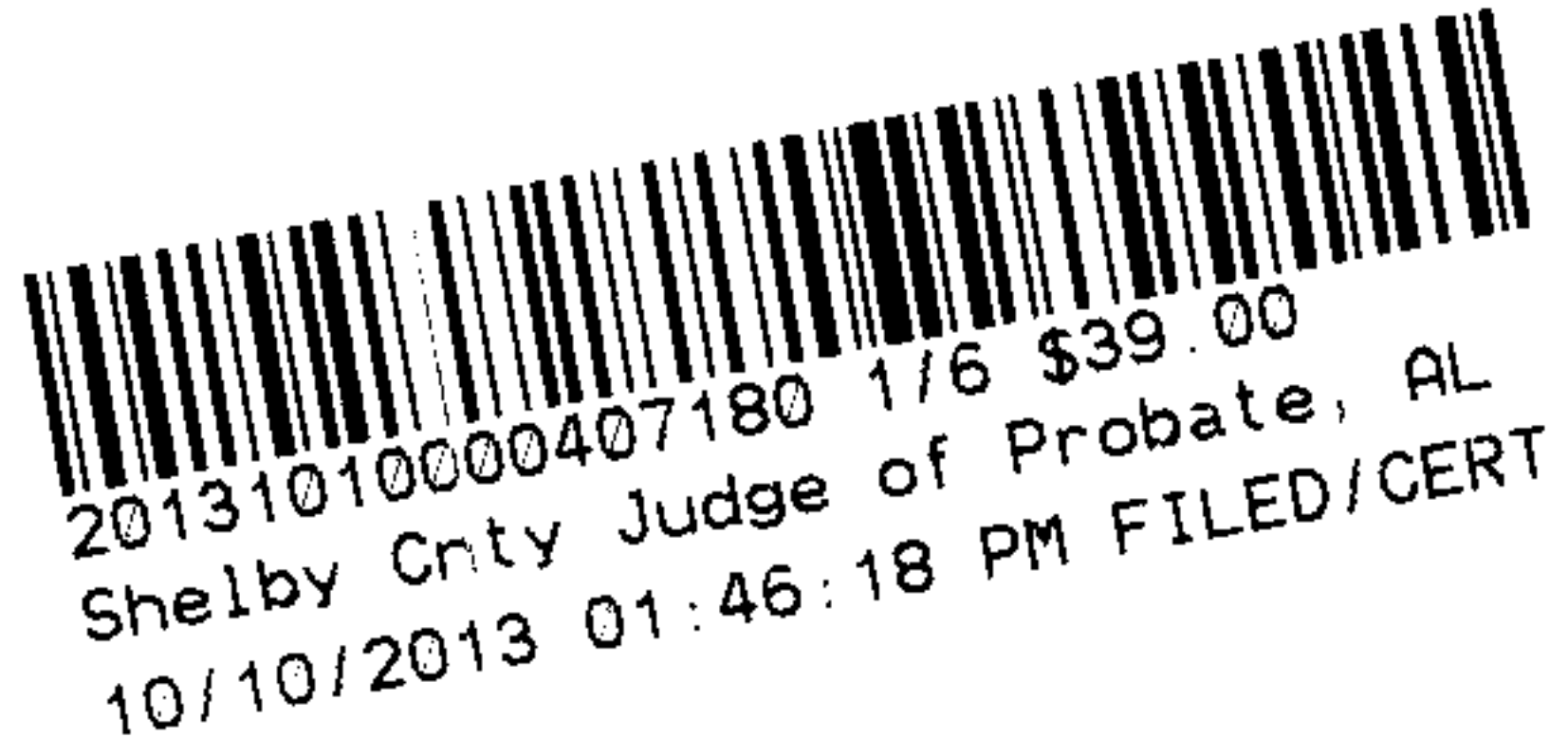
UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Judy Baker (205) 458-5124

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Judy Baker
Burr & Forman LLP
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203



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
GCP-SCP FIVE, LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
110 Office Park Drive, Suite 200 Birmingham AL 35223 USA

ADD'L INFO RE ORGANIZATION DEBTOR 1a. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
limited liability co Delaware DE 5387773 ☐ 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 2a. 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

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
608 Second Avenue South, 11th Floor Minneapolis MN 55402 USA

4. This FINANCING STATEMENT covers the following collateral:
The Collateral is more particularly described in Exhibit A attached hereto and made a part hereof. The real property described in Exhibit A is more particularly described in Schedule 1 to Exhibit A attached hereto and made a part hereof.

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, AL / Graham Portfolio 12063-305 (JAP)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

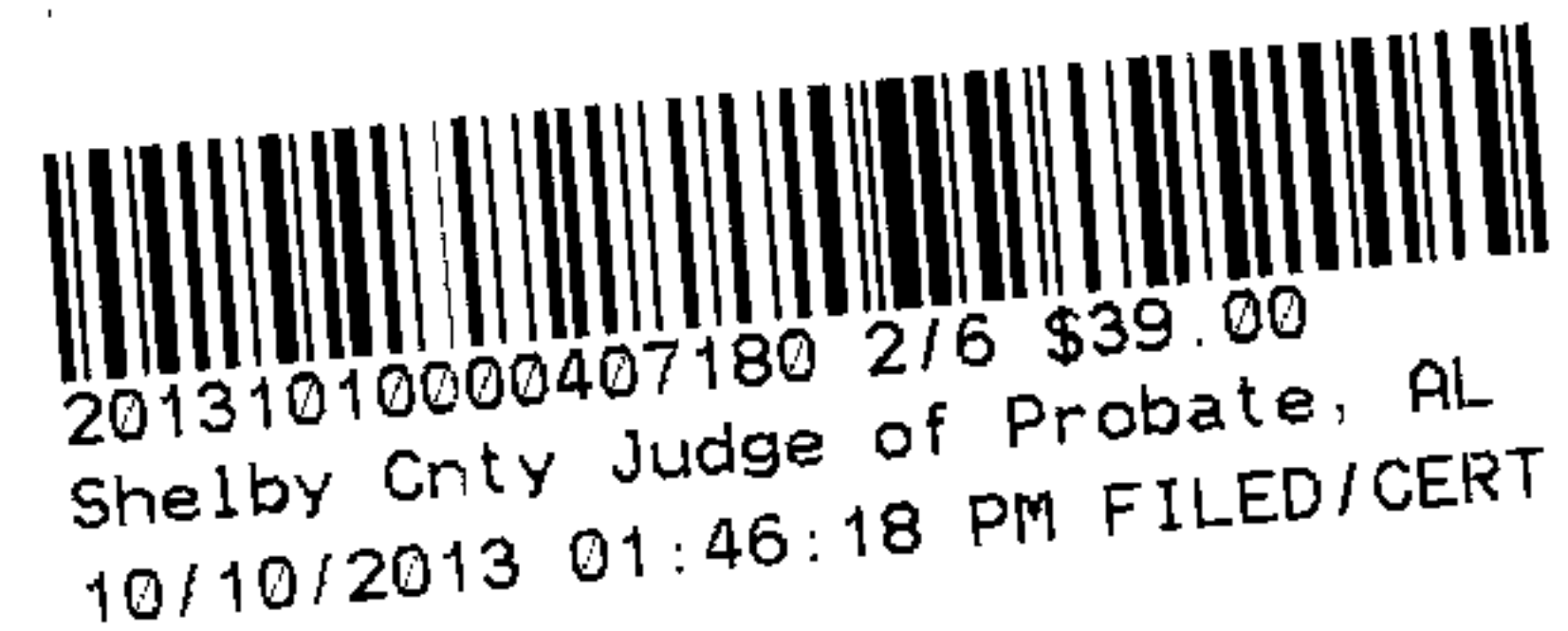
9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

| | | | |
|-------------------------|----------------------------|------------|---------------------|
| 9a. ORGANIZATION'S NAME | GCP-SCP FIVE, LLC | | |
| OR | 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX |

10. MISCELLANEOUS:

The full mailing address for Secured Party is as follows:

Wells Fargo Bank, National Association
WLS Real Estate Records Management / MAC N9303-110
608 Second Avenue South, 11th Floor
Minneapolis, MN 55402



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 |
| 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 |

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:

The real estate is more particularly described in Schedule 1 to Exhibit A attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Debtor is the owner of record.

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
☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

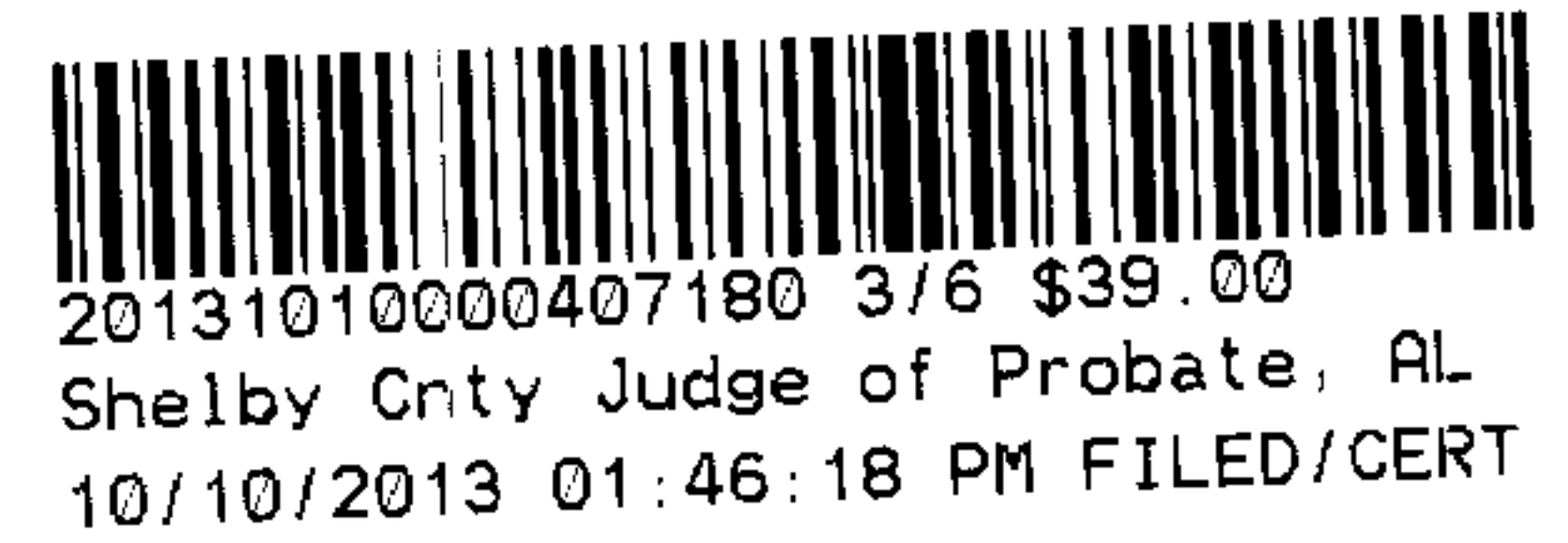
**EXHIBIT A TO FINANCING STATEMENT
Collateral Description**

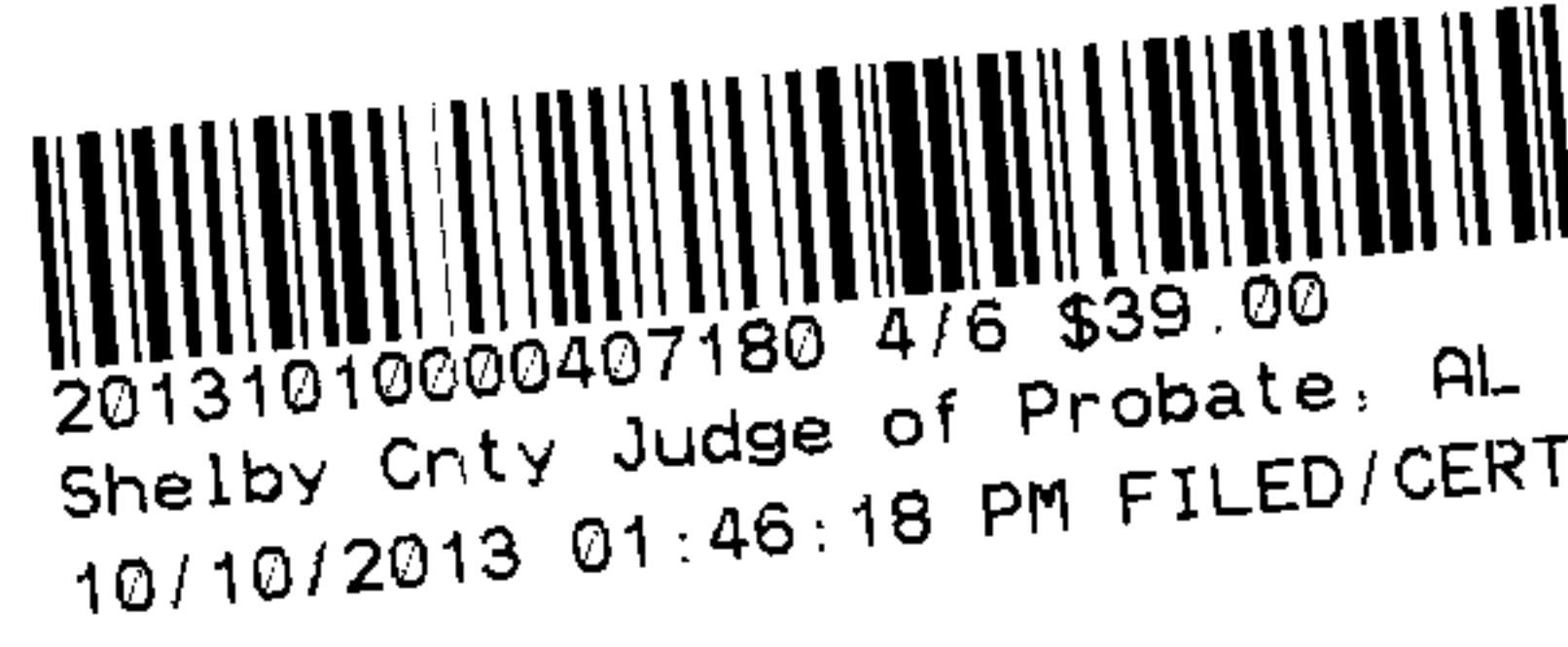
Exhibit A to Uniform Commercial Code ("**UCC**") National UCC Financing Statement (Form UCC1) ("**Financing Statement**"), naming GCP-SCP FIVE, LLC, a limited liability company organized under the laws of the State of Delaware, as "Debtor", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Secured Party".

1. **COLLATERAL DESCRIPTION.** The Financing Statement includes the following described personal property in which Debtor now or at any time hereafter has any interest (collectively, the "**Collateral**"):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described on Schedule 1 attached hereto and incorporated by reference herein or (ii) any existing or future improvements on the real property (which real property and improvements are collectively referred to herein as the "**Property**"); together with all security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts (including any impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Debtor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party and/or any of Secured Party's affiliate banks, whether or not disbursed; all funds deposited with Secured Party and/or any of Secured Party's affiliate banks pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Debtor's right, title and interest, now or hereafter acquired, to the payment of money from Secured Party to Debtor under any swap, derivative, foreign exchange, or hedge transaction or arrangement (or similar transaction or arrangement howsoever described or defined) at any time entered into between Debtor and Secured Party in connection with the Loan, as defined in the Note (as defined in the Security Instrument defined below); together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("**Security**").

Instrument") of even date herewith, from Debtor to Secured Party encumbering the Property with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Security Instrument or the priority of the Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Security Instrument must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivision or entity of the Federal Government, be filed in the Commercial Code records.



SCHEDULE 1 TO EXHIBIT A TO FINANCING STATEMENT
Description of Property

Schedule 1 to Exhibit A to Uniform Commercial Code ("**UCC**") National UCC Financing Statement (Form UCC1) ("**Financing Statement**"), naming GCP-SCP FIVE, LLC, a limited liability company organized under the laws of the State of Delaware, as "Debtor", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Secured Party".

Property Description. The real property referred to in Paragraph 1 of Exhibit A to this Financing Statement is located in the Shelby County, Alabama and is more particularly described as follows:

PARCEL ONE:

Being part of the Northwest 1/4 of the Southwest 1/4 of Section 28 and the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows; Begin at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama and run East along the North line of same 1361.66 feet to the Northeast corner of said 1/4 - 1/4 section; thence an interior angle of 180°20'45" and run to the left in an Easterly direction along the North line of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 21 South, Range 2 West, Shelby County, Alabama 594.44 feet to a point on the Southwesterly Right of Way of U.S. Highway No. 31; thence an interior angle of 107°17'24" and run to the right in a Southeasterly direction along said Right of Way 761.58 feet to a point; thence an interior angle of 81°00'06" and run to the right in a Southwesterly direction 83.57 feet to a point; thence an interior angle of 93°14'08" and run to the right in a Northwesterly direction 47.59 feet to a point being the Northeasterly corner of an existing cemetery and Parcel — 2, as described herein; thence an interior angle of 267°04'14" and run to the left in a Southwesterly direction along the Northerly line of said cemetery and Parcel — 2170.22 feet to a point being the Northwesterly corner of said cemetery and Parcel — 2; thence an interior angle of 272°55'46" and run to the left in a Southeasterly direction along the Westerly line of said cemetery and Parcel — 2; 113.53 feet to a point being the Southwest corner of said cemetery and Parcel — 2; thence an interior angle of 266°30'01" and run to the left in a Northeasterly direction along the Southerly line of said cemetery and Parcel — 2; 170.32 feet to the Southeasterly corner of said cemetery and Parcel — 2; thence an interior angle of 273°29'59" and run to the left in a Northwesterly direction along the Easterly line of said cemetery and Parcel — 2; 47.60 feet; thence an interior angle of 86°45'52" and run to the right in a Northeasterly direction 85.60 feet to a point on said Southwesterly Right of Way of U.S. Highway No. 31; thence an interior angle of 98°59'54" and run to the right in a Southeasterly direction along said Right of Way 197.19 feet to the Point of Curve of a curve to the right, having a radius of 1098.79 feet and a central angle of 6°05'20"; thence continue in a Southeasterly direction along said Right of Way and the arc of said curve 116.77 feet to a point on said curve and Right of way being the Northeasterly corner of Lot 1, of Shelby Commerce Park, as recorded in Map Book 31, page 138 in the Probate Office of Shelby County, Alabama; thence an interior angle of 79°03'54" from the tangent of said point on curve and run to the right in a Westerly direction along the North line of said Lot 1, 878.11 feet to a point on the Westerly line of said 1/4 - 1/4 section; thence an interior angle of 181°31'58" and run to the left in a Westerly direction continuing along the north line of said Lot 1, 1152.88 feet to the Northwesterly corner of said Lot 1, being on the Northeasterly Right of Way of CSX Transportation Railroad Right of Way; thence an interior angle of 115°17'30" and run to the right in a Northwesterly direction along said Right of Way 531.91 feet to a point; thence an interior angle of 153°11'52" and run to the right in a Northerly direction along the Easterly line of property of Chemical Lime Company of Alabama, Inc., 622.84 feet to the Point of Beginning.

Together with rights under that certain Conditional Declaration of Easements by Shelby Commerce Park, LLC, Dixon, LLC and O'Brien, LLC, recorded on June 11, 2007 as Instrument No. 20070611000271480, as corrected by that certain Scrivener's Affidavit dated June 12, 2007, recorded on June 13, 2007, as Instrument No. 20070613000277120.

PARCEL TWO:

Part of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows; Commence at the Northwest corner of the Northwest 1/4 of Southwest 1/4 of Section 28, Township 21 South, Range 2 West, Shelby County, Alabama and run in a Easterly direction along the North line of same 594.44 feet to a point on the Southwesterly Right of Way of U.S. Highway No. 31; thence a deflection angle right of $72^{\circ}42'36''$ and run in a Southeasterly direction along said Right of Way 761.58 feet to the Point of Beginning; thence a deflection angle right of $98^{\circ}59'54''$ and run in a Southwesterly direction 83.57 feet to a point; thence an interior angle of $86^{\circ}45'52''$ and run to the left in a Southeasterly direction 20.04 feet; thence an interior angle of $93^{\circ}14'08''$ and run to the left in a Northeasterly direction 85.60 feet to a point on said Southwesterly Right of Way of U.S. Highway No. 31; thence an interior angle of $81^{\circ}00'06''$ and run to the left in a Northwesterly direction along said Right of Way 20.25 feet to the Point of Beginning.

