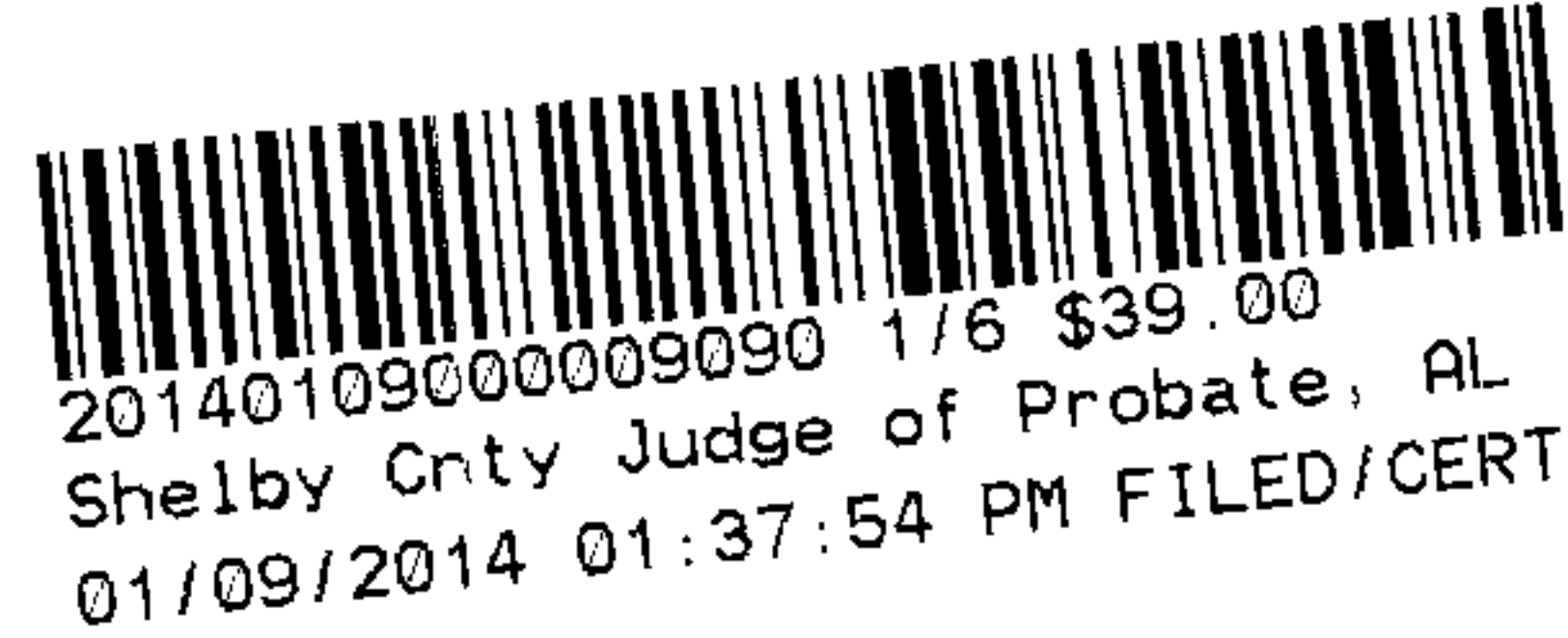


UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone: (800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 19894 - COMPASS BANK	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	41303930  ALAL FIXTURE
File with: Shelby, AL	



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20090305000081490 3/5/2009 CC AL Shelby				1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the <input checked="" type="checkbox"/> REAL ESTATE RECORDS.	
2. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.					
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.					
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes <u>and</u> provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b and also item 7c; also complete items 7e-7g (if applicable).					
6. CURRENT RECORD INFORMATION:					
6a. ORGANIZATION'S NAME Calera Crossings, LLC.					
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. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> 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 that Collateral more particularly described on Exhibit A, attached hereto and made a part hereof.  
5 pages attached (Addendum, plus Exhibit A, Exhibit B and Exhibit C)  
Given as additional security in connection with an \$8,200,000.00 real estate mortgage recorded contemporaneously herewith.

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 <input type="checkbox"/> 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 41303930 Debtor Name: Calera Crossings, LLC. 33221 77-5825 AFS			

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)		
20090305000081490 3/5/2009 CC AL Shelby		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)		
12a. ORGANIZATION'S NAME		
Compass Bank		
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME,SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Real Estate Description follows:  
Recorded Owner: FEE: City of Calera, Alabama  
Owner Address : LEASEHOLD: Calera Crossings, LLC,  
Description: Real Property described on Exhibit B, attached hereto and made a part hereof

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Date 3/09/200  
Time 17:06 p  
File \$20.00  
Exp \$0.00  
Ackn \$0.00  
Fors \$0.00  
Total \$20.00  
04/070

## EXHIBIT A

### DESCRIPTION OF COLLATERAL

- (a) All of Debtor's right, title and interest in the leasehold estate created under the lease agreement described on **Exhibit B** hereto (herein the "**Lease**"), such Lease demising the real property described on **Exhibit C** (herein the "**Leased Land**");
- (b) To the extent of any present or after-acquired interest of the Debtor in the real property subject to the Lease and described on **Exhibit C** attached hereto and made a part hereof (the "**Fee Land**"), the Fee Land (the Leased Land and the Fee Land are one and the same, and are collectively referred to herein as the "**Land**");
- (c) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Improvements**");
- (d) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (e) Together with all easements, rights of way, gores of land, streets, ways, ~~alleyways~~ passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
  - (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or



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Form  
\$1.00  
Total  
\$28.00  
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tenancies now existing or hereafter created; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

- (f) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (g) All of Debtor's leasehold estate, rights, titles and interests in and to any of the properties described in (a) - (f) above, including, but not limited to, the Debtor's leasehold estate and other rights, titles and interests under or pursuant to the Lease, and further including, without limitation to the generality of the foregoing, all of the rights and options of the Debtor (i) to terminate, renew or extend the Lease, (ii) to purchase the properties, or any portion thereof, subject to the Lease (whether solely at the Debtor's option, upon specified events or otherwise), and (iii) to obtain the release from the Lease of any and all portions of the properties subject to the Lease (whether solely at the mortgagor's option, upon specified events or otherwise) (herein sometimes referred to as the "Lease Rights"); and
- (h) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a) - (g) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a) - (g) above.

**RECORD OWNER OF THE REAL PROPERTY DESCRIBED ON EXHIBIT C HERETO:**

**Fee:** City of Calera, Alabama, an Alabama municipal corporation

**Leasehold:** Calera Crossings, LLC, an Alabama limited liability company



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## EXHIBIT B

### Description of Lease

Ground Lease between City of Calera, Alabama (as Landlord) and Calera Crossings, LLC (as tenant) dated March 3, 2009, a memorandum of which is to be recorded in the Probate Office of Shelby County, Alabama on or about March 4, 2009.

The Ground Lease demises the real property described in Exhibit C hereto.

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Date 3/09/2009  
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File	\$20.00
ExpPg	\$8.00
Ackn	\$1.00
Form	\$1.00

Total	\$28.00
04/070	

**EXHIBIT C**  
**DESCRIPTION OF REAL PROPERTY**

Commence at a 3 inch capped iron found locally accepted to be the Southeast corner of Section 33, Township 21 South, Range 2 West, Shelby County, Alabama; thence run North 01 degrees, 10 minutes, 29 seconds East along the East line of said Section 33 for a distance of 468.18 feet to a 2 inch open top iron found; thence run North 87 degrees, 44 minutes, 46 seconds West for a distance of 596.15 feet to an iron pin set at the point of beginning; thence continue North 87 degrees, 44 minutes, 46 seconds West for a distance of 470.90 feet to a one half inch rebar found; thence run North 89 degrees, 21 minutes, 49 seconds West for a distance of 959.20 feet to a Shiflett Capped Iron found; thence run North 00 degrees, 00 minutes, 07 seconds West for a distance of 263.28 feet to an iron pin set; thence run South 89 degrees, 48 minutes, 23 seconds East for a distance of 162.92 feet to an iron pin set; thence run North 04 degrees, 37 minutes, 59 seconds East for a distance of 335.64 feet to an iron pin set; thence run South 89 degrees, 19 minutes, 36 seconds East for a distance of 279.61 feet to an iron pin set; thence run North 04 degrees, 37 minutes, 59 seconds East for a distance of 200.45 feet to an iron pin set on the South right-of-way of Alabama Highway No. 70 said iron pin set also being on a curve to the right, having a central angle of 14 degrees, 15 minutes, 33 seconds, a radius of 1,403.43 feet, a chord bearing of South 87 degrees, 33 minutes, 59 seconds East and a chord of 348.37 feet; thence run in a Southeasterly direction along the arc of said curve and also along said South right-of-way line for a distance of 349.27 feet to an iron pin set; thence run South 80 degrees, 26 minutes, 15 seconds East along said South right-of-way line for a distance of 512.62 feet to an iron pin set; thence run South 10 degrees, 28 minutes, 18 seconds West for a distance of 443.20 feet to a half inch rebar found; thence run South 89 degrees, 37 minutes, 38 seconds East for a distance of 142.37 feet to an iron pin set; thence run South 00 degrees, 25 minutes, 12 seconds East for a distance of 201.30 feet to an iron pin set on a curve to the left, having a central angle of 87 degrees, 19 minutes, 33 seconds, a radius of 25.00 feet, a chord bearing of South 44 degrees, 04 minutes, 59 seconds East and a chord of 34.52 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 38.10 feet to an iron pin set; thence run South 87 degrees, 44 minutes, 46 seconds East for a distance of 5.69 feet to an iron pin set; thence run South 02 degrees, 33 minutes, 15 seconds West for a distance of 60.00 feet to the point of beginning; Said parcel containing 20.56 acres, more or less.



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File	\$20.00
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Ackn	\$1.00
Form	\$1.00

Total	\$28.00
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