

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Janet C. McClendon (205) 458-5165
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Burr & Forman, LLP Donald Warren, Esq. 420 North 20th Street, Suite 3400 Birmingham, AL 35203



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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 NSH CORP.			
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3545 Market Street	CITY Hoover	STATE AL	POSTAL CODE 35226
		COUNTRY USA	
ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID #, if any AL 199-451
			<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
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			
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 5400 LBJ FRWY., Suite 100	CITY Dallas	STATE TX	POSTAL CODE 75420
			COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The Collateral is more particularly described in Exhibit B attached hereto and made a part hereof. The real property referenced in Exhibit B is more particularly described in 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. <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) (optional)		All Debtors			
8. OPTIONAL FILER REFERENCE DATA Shelby County, AL 12062-172		Debtor 1		Debtor 2		

UCC FINANCING STATEMENT ADDENDUM

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

9a. ORGANIZATION'S NAME	NSH CORP.		
OR 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
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 Attached Exhibit A.

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
☐ Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

EXHIBIT A
TO UCC FINANCING STATEMENT
BY NSH CORP., AS DEBTOR, AND
WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS SECURED PARTY

LEGAL DESCRIPTION

Lots 5, 85, 89, 90, 91, 92, 97 and 98, according to the Survey of Kirkman Preserve – Phase 1-A, as recorded in Map Book 43, Page 142, in the Probate Office of Shelby County, Alabama.



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EXHIBIT B
TO UCC FINANCING STATEMENT
BY NSH CORP., AS DEBTOR, AND
WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS SECURED PARTY

COLLATERAL COVERED:

All of the following described personal property in which Debtor now or at any time hereafter has any interest (collectively, the "Collateral"):

All Personalty, Fixtures, Contracts, Construction Contracts, Plans and Specifications, Leases and Rents; 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 Note; 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.

DEFINED TERMS:

Construction Contracts: Any and all contracts and agreements, written or oral, between Debtor and any other party, and between any of the foregoing and any subcontractor, and between any of the foregoing and any other person or entity relating in any way to the construction of the Improvements including the performing of labor or the furnishing of standard or specially fabricated materials or other supplies or services in connection therewith.

Contracts: All of the right, title, and interest of Debtor in, to, and under any and all (i) contracts for the purchase or sale of all or any portion of the Property, whether such Contracts are now or at any time hereafter existing, including but without limitation, any and all earnest money or other deposits escrowed or to be escrowed or letters of credit provided or to be provided by the purchasers under the Contracts, including all amendments and supplements to and renewals and extensions of the Contracts at any time made, and together with all payments, earnings, income, and profits arising from sale of all or any portion of the Property or from the Contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the Contracts; (ii) contracts, licenses, permits, and rights relating to living unit equivalents or other entitlements for water, wastewater, and other utility services whether executed, granted, or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to, or connected with, the development of the Property, whether such contracts, licenses, and permits are now or at any time thereafter existing, including without limitation, any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services, certificates, licenses, zoning variances, permits, and no-action letters from each governmental authority required: (a) to evidence compliance by Debtor and all improvements constructed or to be constructed on the Property with all legal requirements applicable to the Property, (b) for the construction of any improvements on the Property (including, without limitation, the Construction Contracts), and (c) to develop or operate the Property as a commercial and/or residential project; (iii) any and all right, title, and interest Debtor may have in any financing arrangements relating to the financing of or the purchase of all or any portion of the Property by future purchasers; (iv) all contracts with architects, engineers or other professionals relating to the design and/or construction of the Improvements, including all amendments

and supplements to and renewals and extensions of such contracts at any time made, and together with all rebates, refunds or deposits, and all other sums due or to become due under and pursuant thereto and together with all powers, privileges, options, and other benefits of Debtor under such contracts; and (v) all other contracts which in any way relate to the design, use, enjoyment, occupancy, operation, maintenance, management or ownership of the Property (save and except any and all leases, subleases, or other agreements pursuant to which Debtor is granted a possessory interest in the Lots), including but not limited to engineers contracts, architects contracts, maintenance and service contracts and management agreements.

Fixtures: All materials, supplies, equipment, apparatus and other items now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Lots, including but not limited to any and all partitions, dynamos, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, together with all accessions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof.

Governmental Authority: Any and all applicable courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

Improvements: The single family detached residences to be constructed by Debtor upon Lots, as more particularly described in the Plans and Specifications, together with any and all buildings, garages, houses, walkways, driveways, structures and other improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Lots or any part thereof; provided, however, no more than one (1) such residence is to be constructed upon each Lot.

Leases: All present and future leases of the Property or any portion thereof, all licenses and agreements relating to the management, leasing, occupancy or operation of the Property, whether such leases, licenses and agreements are now existing or entered into after the date hereof and the rents, issues, revenues, receipts, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Debtor under the Leases. The term "Leases" shall also include all subleases and other agreements for the use or occupancy of the Property, all guarantees of and security for the tenant's performance thereunder, the right to exercise any landlord's liens and other remedies to which the landlord is entitled, and all amendments, extensions, renewals or modifications thereto.

Lot: A single platted and subdivided portion of land, described in Exhibit A, within a single family residential subdivision upon which a single Improvement is to be, has been or is in the process of being, constructed, together with all right, title, interest, and privileges of Debtor in and to (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking and public places, existing or proposed, abutting, adjacent, used in conjunction with or pertaining to such real property or the interests therein; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water and water rights, timber and crops pertaining to such real estate; and (iv) all appurtenances and all reversions and remainders in or to such real property.

Minerals: All substances in, on, or under the Lots which are now, or may become in the future, intrinsically valuable, that is, valuable in themselves, and which now or may be in the future enjoyed through extraction or removal from the Lots, including without limitation, oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other nonhydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores, upon extraction or removal from the Lots.


Note: That certain Second Amended and Restated Promissory Note dated December 31, 2013 from Debtor in favor of Secured Party, as supplemented and amended, and as heretofore or hereafter supplemented or amended.

Personalty: All of the right, title, and interest of Debtor in and to (i) equipment, machinery, goods (including, but not limited to, crops, farm products, timber and timber to be cut, and extracted Minerals); (ii) general intangibles, money, insurance proceeds, accounts, contract and subcontract rights, trademarks, tradenames, inventory; (iii) all refundable, returnable, or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable, or reimbursable tap fees, utility deposits, commitment fees and development costs, any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Property, including but not limited to those for any vacation of, or change of grade in, any streets affecting the Property and those for municipal utility district or other utility costs incurred or deposits made in connection with the Property; and (iv) all other personal property of any kind or character as defined in and subject to the provisions of the Code (Article 9 - Secured Transactions); any and all of which are now owned or hereafter acquired by Debtor, and which are now or hereafter situated in, on, or about the Property, or used in or necessary to the complete and proper planning, development, construction, financing, use, occupancy, or operation thereof, or acquired (whether delivered to the Property or stored elsewhere) for use in or on the Property, together with all accessions, replacements, and substitutions thereto or therefor and the proceeds thereof.

Plans and Specifications: Any and all plans, specifications, shop drawings and other technical descriptions prepared for construction of the Improvements, and all supplements thereto and amendments and modifications thereof.

Property: All of the real property more fully described in Exhibit A attached hereto (the "Lots"), together with the Improvements, Fixtures, Minerals, Personalty, Plans and Specifications, Contracts, Leases, and Rents, all right, title, interest, and privileges of Debtor in and to all streets, roads, and alleys used in connection with or pertaining to such real property, all water and water rights, minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, all appurtenances, easements, rights and rights of way appurtenant or related thereto, and all air rights, development rights and credits, licenses and permits related to the real property, together with all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Lots, Improvements, Fixtures or Personalty, including but not limited to those for any vacation of, or change of grade in, any streets affecting the Property and those for municipal utility district or other utility costs incurred or deposits made in connection with the Lots. All interest or estate which Debtor may hereafter acquire in the property described above, and all additions and accretions thereto together with any and all other security and collateral of any nature whatsoever, all of which, together with other real and personal property now or hereafter encumbered by that certain Construction Mortgage, With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, as supplemented and amended, and as heretofore or hereafter supplemented or amended.

Rents: All of the rents, revenues, income, receipts, issues, proceeds, profits, security and other types of deposits (after Debtor acquires title thereto), and other benefits paid or payable by parties to the Contracts and/or Leases, other than Debtor, for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying all or any portion of the Property, together with any and all rights and claims of any kind which Debtor may have against any lessee under any Lease or any subtenants or occupants of the Property.


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