

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

|   |                                 |
|---|---------------------------------|
| A. NAME & PHONE OF CONTACT AT FILER (optional)<br>Phone: (800) 331-3282 Fax: (818) 662-4141   |                                 |
| B. E-MAIL CONTACT AT FILER (optional)<br>CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com |                                 |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) 26405 - RENASANT                                |                                 |
| CT Lien Solutions<br>P.O. Box 29071<br>Glendale, CA 91209-9071                                | 45943093<br><br>ALAL<br>FIXTURE |
| File with: Shelby, AL   |                                 |



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|   |   |
|---|---|
| 1a. INITIAL FINANCING STATEMENT FILE NUMBER<br>20121106000427600 11/6/2012 CC AL Shelby   | 1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record]<br>(or recorded) in the REAL ESTATE RECORDS<br>Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13 |
| 2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement  |   |
| 3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, <u>and</u> address of Assignee in item 7c <u>and</u> name of Assignor in item 9<br>For partial assignment, complete items 7 and 9 <u>and</u> also indicate affected collateral in item 8   |   |
| 4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law   |   |
| 5. <input type="checkbox"/> PARTY INFORMATION CHANGE:<br>Check <u>one</u> of these two boxes: <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record<br><u>AND</u> Check <u>one</u> of these three boxes to:<br><input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c<br><input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c<br><input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b |   |
| 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)  |   |
| 6a. ORGANIZATION'S NAME<br>Orange-Hoover LLC  |   |
| OR  | 6b. INDIVIDUAL'S SURNAME<br>FIRST PERSONAL NAME<br>ADDITIONAL NAME(S)/INITIAL(S)<br>SUFFIX  |
| 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)   |   |
| 7a. ORGANIZATION'S NAME   |   |
| OR  | 7b. INDIVIDUAL'S SURNAME<br>INDIVIDUAL'S FIRST PERSONAL NAME<br>INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)<br>SUFFIX  |
| 7c. MAILING ADDRESS   | CITY<br>STATE<br>POSTAL CODE<br>COUNTRY   |
| 8. <input type="checkbox"/> COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral<br>Indicate collateral:<br>SEE SCHEDULE A AND SCHEDULE A 1 ATTACHED.   |   |

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

|  |                          |                     |   |
|--|--------------------------|---------------------|---|
| 9a. ORGANIZATION'S NAME<br>Renasant Bank |                          |                     |   |
| OR                                       | 9b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S)<br>SUFFIX |

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: Orange-Hoover LLC  
45943093 0203

2010004274-1

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

|  |        |
|--|--------|
| 11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form<br>20121106000427600 11/6/2012 CC AL Shelby |        |
| 12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form   |        |
| 12a. ORGANIZATION'S NAME<br>Renasant Bank  |        |
| OR   |        |
| 12b. INDIVIDUAL'S SURNAME  |        |
| FIRST PERSONAL NAME  |        |
| ADDITIONAL NAME(S)/INITIAL(S)  | SUFFIX |



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| 13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit |                           |                     |                               |
| 13a. ORGANIZATION'S NAME<br>Orange-Hoover LLC  |                           |                     |                               |
| OR   | 13b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) |
|  |                           |                     | SUFFIX                        |

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):  
Debtor Name and Address:  
Orange-Hoover LLC - NA , NA,  
  
Secured Party Name and Address:  
Renasant Bank - P O Box 709 , Tupelo, MS 38802

|   |                                 |
|---|---------------------------------|
| 15. This FINANCING STATEMENT AMENDMENT:<br><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing | 17. Description of real estate: |
| 16. Name and address of a RECORD OWNER of real estate described in item 17<br>(if Debtor does not have a record interest):  |                                 |



**SCHEDULE "A" TO UCC-1 FINANCING STATEMENT**  
**(DESCRIPTION OF COLLATERAL)**

**"Collateral"** means the following assets of Borrower, wherever located, and whether now owned or hereafter acquired:

- (A) The Mortgaged Property;
- (B) The Mortgaged Property Documents and the other Assigned Agreements;
- (C) The Assigned Leases;
- (D) The Rents;
- (E) All amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower, of any deposit accounts or other account with Bank, including but not limited to, the Construction Escrow;
- (F) All Records pertaining to any of the Collateral;
- (G) Any and all other assets of Borrower of any kind, nature, or description and which are intended to serve as collateral for the Loan under any one or more of the Security Documents; and
- (H) All interest, dividends, Proceeds, products, rents, royalties, issues and profits of any of the property described above, including, without limitation, all monies due and to become due with respect to such property, together with all rights to receive the same, and all notes, certificates of deposit, checks and other instruments and property from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower in substitution for or in addition to any of said property.

As used in this Schedule "A", (i) "Borrower" shall mean the Debtor, (ii) "Bank" shall mean the Secured Party, and (iii) capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement between Debtor and Secured Party, as amended from time to time (the "Credit Agreement") (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply), and as used herein:

**"Deposit Accounts"**, **"Proceeds"** and other terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Delaware (except in cases and with respect to Collateral when the perfection, the effect of perfection or nonperfection, and the priority of a Lien in the Collateral is governed by another Jurisdiction, in which case such capitalized words and phrases shall have the meanings attributed to those terms under such other Jurisdiction).



**"Assigned Agreements"** means all leases (including the Assigned Leases), contracts, agreements, Documents (including Construction Documents), Instruments and Chattel Paper included in the Collateral (including the Mortgaged Property Documents).


**"Assigned Leases"** means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof.


**"Assignment of Rents"** means that certain Assignment of Rents and Leases of even date herewith, executed and delivered by Borrower in favor of Bank, together with all modifications and amendments at any time made thereto.

**"Mortgaged Property"** means the "Mortgaged Property" as described on the attached *Schedule A-1*.

**"Mortgaged Property Documents"** means (i) the Assigned Leases; (ii) the Construction Documents; (iii) any and all other agreements entered into by or for the benefit of Borrower with any Person with respect to the management, leasing, operation, or use of the Mortgaged Property; (iv) any and all Governmental Approvals with respect to the Mortgaged Property; (v) any and all operating, service, supply, and maintenance contracts with respect to the Mortgaged Property.

**"Rents"** means all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Leases as of the date of entry of such order for relief.

  
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**SCHEDULE A-1**  
**MORTGAGED PROPERTY**

All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):


All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");


(a) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(b) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(c) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same; and

(d) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to any of the foregoing.

  
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Lot 1, according to the plat of MAC/Hoover Subdivision, as recorded in Map Book 43 Page 44, in the Probate Office of Shelby County, Alabama.

Together with

All beneficial, non-exclusive easement rights set out in the Greystone Commercial Declaration of Covenants, Conditions, and Restrictions recorded in Real Volume 314, page 506, amended by the 1st Amendment recorded as Instrument 1996/00531 and amended by the 2nd Amendment recorded as Instrument 1996/00532 and amended by the 3rd Amendment recorded as Instrument 2000/38942, in the Probate Office of Shelby County, Alabama.

Together with

Non-exclusive easement rights for ingress and egress as set out in the Reciprocal Easement Agreement dated January 1st 1998 by and between Baptist Health Systems, Inc. and Dantract, Inc. and Charles W. Daniel recorded in Instrument 1999/07730, amended by Instrument 2001/7233, in the Probate Office of Shelby County, Alabama.


Together with


Non-exclusive drainage easement as set out in the Declaration of Drainage Easement dated September 9, 2002 by the Crossroads at Greystone, LLC as recorded in Instrument 20020911000436070, in the Probate Office of Shelby County, Alabama.

Together with

Cross-Easement as to Lot 2-A, according to a resurvey of Lots 1 and 2, The Crossroads at Greystone, as recorded in Map Book 29, page 53, in the Probate Office of Shelby County, Alabama, as set out in the Declaration of Access Easement dated September 9, 2002 by The Crossroads at Greystone, LLC and recorded in Instrument 20020911000436080, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH easement rights granted in that certain Declaration of Easements, Covenants and Restrictions recorded in Instrument 20121106000427620, as recorded in the Probate Office of Shelby County, Alabama.

  
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