

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS



20150619000206880 1/3 \$33.00
Shelby Cnty Judge of Probate, AL
06/19/2015 02:23:57 PM FILED/CERT

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Donna Knotts Byrd, Esq. |
| B. E-MAIL CONTACT AT FILER (optional) dbyrd@waldinglaw.com |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Donna Knotts Byrd, Esq. Walding LLC 2227 First Avenue South, Suite 100 Birmingham, AL 35233</div> |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|--|--|-------------------------|-------------------------------|-----------------------------|
| OR | 1a. ORGANIZATION'S NAME Newcastle Development, LLC | | | |
| | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 3978 Parkwood Road | | CITY Bessemer | STATE AL | POSTAL CODE 35022 |
| | | | COUNTRY US | |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|---------------------|--------------------------|---------------------|-------------------------------|-------------|
| OR | 2a. ORGANIZATION'S NAME | | | |
| | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 2c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| | | | | COUNTRY |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

| | | | | |
|---|--|---------------------------|-------------------------------|-----------------------------|
| OR | 3a. ORGANIZATION'S NAME REGIONS BANK | | | |
| | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 1592 Montgomery Highway | | CITY Birmingham | STATE AL | POSTAL CODE 35216 |
| | | | | COUNTRY USA |

4. COLLATERAL: This financing statement covers the following collateral:

See Attached Exhibit A

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT A

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the Land described on Exhibit "B" or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") (the Land and the Improvements being hereinafter sometimes together called the "Real Property") with respect to which the Grantor is the lessor or sublessor, including any leases now existing (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Grantor of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Grantor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Grantor for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Grantor may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements, all such moneys, rights and claims described in this Section 2.1(c) being hereinafter referred to as the "Rents"; provided, however, so long as no Event of Default exists, the Grantor shall have the right under a license granted hereby to collect, receive and retain the Rents, but no Rents shall be collected in advance of the due date thereof; and

(d) any award, dividend or other payment made hereafter to the Grantor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent. The Grantor hereby appoints the Lender as the Grantor's irrevocable attorney in fact to appear in any action and/or to collect any such award, dividend or other payment.




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EXHIBIT B

LEGAL DESCRIPTION

Beginning at the SW corner of the NE $\frac{1}{4}$ of Section 28, Township 20 South, Range 3 West, Shelby County, Alabama, a 3-inch capped pipe, run North along and with the west line of said $\frac{1}{4}$ section for 648.14 feet; thence turn a left interior angle of 89 degrees 10 minutes 45 seconds and run Easterly for 1187.28 feet to the Westerly right-of-way line of Shelby County Highway 17, said right-of-way lying 40 feet distant from the highway centerline; thence turn a left interior angle of 90 degrees 48 minutes 27 seconds to the chord of a curve to the left having a radius of 1671.02 feet, a central angle of 14 degrees 12 minutes 53 seconds and an arc length of 416.06 feet, and run southerly for a chord distance of 414.99 feet to a concrete monument with metal disc found at the end of said curve, P.C. Station 197+39.5; thence turn a left interior angle from chord of 187 degrees 22 minutes 06 seconds and run southwesterly along a highway right-of-way tangent for 46.97 feet to a 1-inch open iron pipe found; thence turn a left interior angle of 81 degrees 42 minutes 45 seconds and run westerly for 329.82 feet to a 1-inch open iron pipe found; thence turn a left interior angle of 278 degrees 57 minutes 22 seconds and run southwesterly for 170.28 feet to a $\frac{1}{4}$ -inch iron pin with yellow plastic cap set on the south $\frac{1}{4}$ section line; thence turn a left interior angle of 81 degrees 05 minutes 32 seconds and run westerly along and with the south $\frac{1}{4}$ -line for 887.17 feet to the Point of Beginning; making a closing left interior angle of 90 degrees 53 minutes 02 seconds; a part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 28, Township 20 South, Range 3 West.


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