

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) David L. Dubrow, Esq. (212) 484-3900
B. E-MAIL CONTACT AT FILER (optional) david.dubrow@arentfox.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>Arent Fox LLP</div><div>1675 Broadway</div><div>New York, New York 10019-5820</div><div>Attention: David L. Dubrow, Esq.</div></div>



20160829000313080 1/12 \$52.00
Shelby Cnty Judge of Probate, AL
08/29/2016 03:44:11 PM FILED/CERT

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)

1a. ORGANIZATION'S NAME FSI GREEN PARK SOUTH PROPERTY LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 7457 Franklin Road, Suite 300		CITY Bloomfield Hills	STATE MI	POSTAL CODE 48301
			COUNTRY USA	

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)

2a. ORGANIZATION'S NAME				
OR	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)

3a. ORGANIZATION'S NAME FANNIE MAE				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS c/o Pillar Multifamily, LLC, 8245 Boone Boulevard, Suite 710		CITY Vienna	STATE VA	POSTAL CODE 22182
			COUNTRY USA	

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

See Schedule A, Exhibit A and Exhibit B attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor				

8. OPTIONAL FILER REFERENCE DATA:
Fixture Filing - (Meritus Pacific) - Green Park South: to be recorded in the land records of Shelby County, Alabama.

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
FSI GREEN PARK SOUTH PROPERTY LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



20160829000313080 2/12 \$52.00
Shelby Cnty Judge of Probate, AL
08/29/2016 03:44:11 PM FILED/CERT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME
PILLAR MULTIFAMILY, LLC

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS
8245 Boone Boulevard, Suite 710

CITY
Vienna

STATE
VA

POSTAL CODE
22182

COUNTRY
USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:
See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:
Fixture Filing - (Meritus Pacific) - Green Park South: to be recorded in the land records of Shelby County, Alabama.

**SCHEDULE A
TO UCC FINANCING STATEMENT**

DEBTOR: FSI GREEN PARK SOUTH PROPERTY LLC
7457 FRANKLIN ROAD, SUITE 300
BLOOMFIELD HILLS, MICHIGAN 48301

SECURED PARTY: FANNIE MAE
C/O PILLAR MULTIFAMILY, LLC
8245 BOONE BOULEVARD, SUITE 710
VIENNA, VIRGINIA 22182

This financing statement covers the following types (or items) of property (the “**Collateral Property**”):

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibits A and B attached hereto (the “**Property**”), including any future replacements, facilities, and additions and other construction on the Property (the “**Improvements**”). Improvements include Manufactured Homes now or hereafter owned by Debtor (“**Debtor’s Homes**”), if so categorized by State or local law. As of this date, the Debtor’s Homes are those listed in Exhibit B annexed hereto;

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the “**Goods**”);



3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the jurisdiction in which the Property is located (the “**Property Jurisdiction**”);

4. Personalty.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or the Improvements or Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or the Improvements or Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or the Improvements or Collateral Property, including all governmental permits relating to any activities on the Property (the “**Personalty**”). Personalty includes Debtor’s Homes, if so categorized by State or local law;

5. Other Rights.

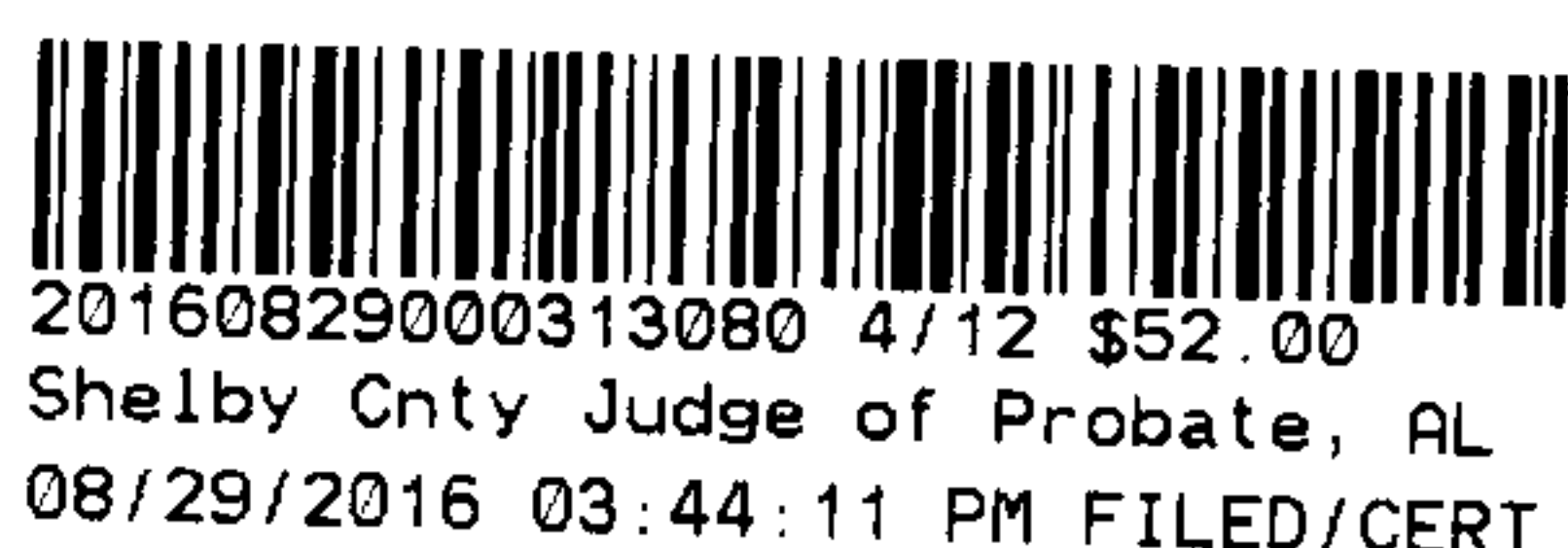
All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

6. Insurance Proceeds.

All insurance policies relating to the Property or the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or the Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Property or the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of the Property, the Improvements, the



Fixtures, the Personalty, or any other part of the Property or the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. Contracts.

All contracts, options, and other agreements for the sale of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Property or the Collateral Property, whether now due, past due, or to become due, and tenant security deposits (the "**Rents**");

10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property or the Collateral Property, or any portion of the Property or the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "**Leases**") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "**Security Instrument**") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the

Property, the Collateral Property or the Improvements or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or the Collateral Property, to prevent the imposition of liens on the Property or the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "**Impositions**");

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Tenant Security Deposits.

All tenant security deposits;

15. Names.

All names under or by which the Property or any of the Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to the Property or any of the Collateral Property;

16. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

17. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

18. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and


19. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and

profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the “UCC”), shall have the meanings assigned to them by the UCC.

[Remainder of Page Intentionally Blank]



20160829000313080 7/12 \$52.00
Shelby Cnty Judge of Probate, AL
08/29/2016 03:44:11 PM FILED/CERT

EXHIBIT A
TO
UCC SCHEDULE A

LEGAL DESCRIPTION

GREEN PARK PARCEL I

A parcel of land located in Section 1, Township 20 South, Range 3 West, more particularly described as follows:

Begin at the Northeast corner of said Section 1; thence South along the East Line thereof, a distance of 1326.0 feet; thence 45° 51' right, in a Southwesterly direction a distance of 2025.0 feet; thence 90° right, in a Northwesterly direction, a distance of 682.0 feet; thence 81° 04' right, in a Northeasterly direction, a distance of 663.0 feet; thence 90° left, in a Northwesterly direction, a distance of 500.0 feet; thence 90° right, in a Northeasterly direction, a distance of 1807.34 feet to a point on the North Line of said Section 1; thence 55° right, in an Easterly direction, a distance of 844.43 feet to the point of beginning. Situated in Shelby County, Alabama.

GREEN PARK PARCEL II

A 50 foot wide parcel of land located in the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, thence in a Northerly direction along the Westerly Line of said quarter quarter of Section a distance of 25 feet to the point of beginning, said point being in the Center Line of herein described fifty foot wide parcel of land, said parcel being 25 feet each side of herein described Center Line; thence 89° 10' right, in an Easterly direction, a distance of 56.05 feet to the beginning of a curve to the left, having a central angle of 73° 32', and a radius of 119.93 feet; thence Northeasterly along said curve, a distance of 153.92 feet to end of said curve and the beginning of a curve to the right, having a central angle of 23° 18' and a radius of 242.51 feet; thence Northeasterly along said curve, a distance of 98.62 feet to end of said curve; thence Northeasterly a distance of 715.64 feet to the beginning of a curve to the right having a central angle of 16° 02' 30", and a radius of 354.83 feet; thence Northeasterly along said curve, a distance of 99.34 feet to end of said curve; thence Northeasterly a distance of 27.50 feet to the beginning of a curve to the left, having a central angle of 35° 26' 30" and a radius of 313.17 feet; thence Northeasterly along said curve a distance of 193.72 feet to end of said curve to the right and the point of beginning of a curve to the right, having a central angle of 78° 41' and radius of 135.26 feet; thence Northeasterly along said curve a distance of 185.75 feet to its intersection with the westerly right of way line of U.S. Highway 31 and end of herein described 50 foot wide parcel. Situated in Shelby County, Alabama.

GREEN PARK PARCEL III



A parcel of land located in the West 1/2 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, more particularly described as follows:

Begin at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West, said point being on the South right of way boundary of Trailer Park Road; thence Easterly along the North boundary of said quarter quarter Section, which is also along said South right of way boundary 55.69 feet to the point of beginning of the arc of a curve, tangent to last mentioned course turning to the left, having a central angle of 73° 32' and a radius of 144.93 feet; thence Easterly and thence Northeasterly along said arc 186.00 feet to the point of beginning of another curve, turning to the right, tangent to last mentioned curve, having a central angle of 23° 18' and a radius of 271.51 feet; thence Northeasterly along the arc of last mentioned curve 88.45 feet; thence Northeasterly along a line tangent to last mentioned arc 17.75 feet (The last mentioned three courses were along said South right of way boundary of Trailer Park Road); thence right 63° 30' in a Southeasterly direction 35 feet, more or less, to the centerline of Bishop Creek; thence Southwesterly along said centerline 486 feet, more or less, to intersection with the West boundary of said quarter quarter Section; thence Northerly along said West boundary 173 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

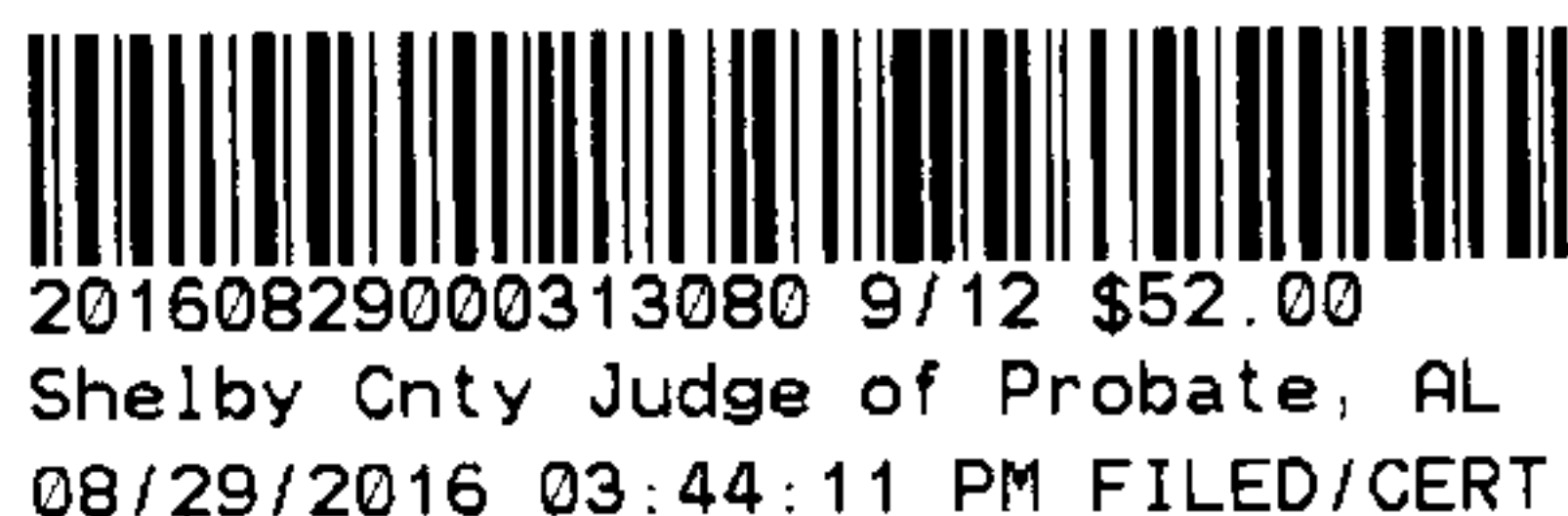
EASEMENT FOR WALK BENEFICIAL TO GREEN PARK

Centerline of 8.00 feet Easement for Walk Begin at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West; thence Southerly along the West boundary of said quarter quarter Section 58.00 feet to the point of beginning of centerline herein described; thence 81° 58' left in a Southeasterly direction 28.10 feet; thence 39° 00', right in a Southeasterly direction 75 feet, more or less, to intersection with the centerline of Bishop Creek, said intersection being the terminus of centerline herein described. Situated in Shelby County, Alabama.

SOUTHGATE PARCEL I

Part of Lot 1, JH Banker's Subdivision and part of the Southeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West and the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 20 South, Range 2 West being more particularly described as follows:

Beginning at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run thence North 00° 02' 45" Section West along the East Line of said quarter quarter Section a distance of 1,151.65 feet to property corner in the centerline of Bishop Creek; thence run South 59° 29' 19" West along centerline of said Creek 59.70 feet to a property corner; thence run South 21° 16' 11" West along centerline of said Creek 159.36 feet to a property corner; thence run South 56° 34' 04" West along centerline of said creek 26.66 feet to a property corner, thence run along centerline of said creek North 87° 38' 50" West, a distance of 140.35 feet to a property corner; thence run along the centerline of said creek North 68° 19' 51" West a distance of 53.89 feet to a property corner; thence run North 63° 53' 32" West along centerline of said creek 22.40 feet to a point on the diagonal line from the Northeast

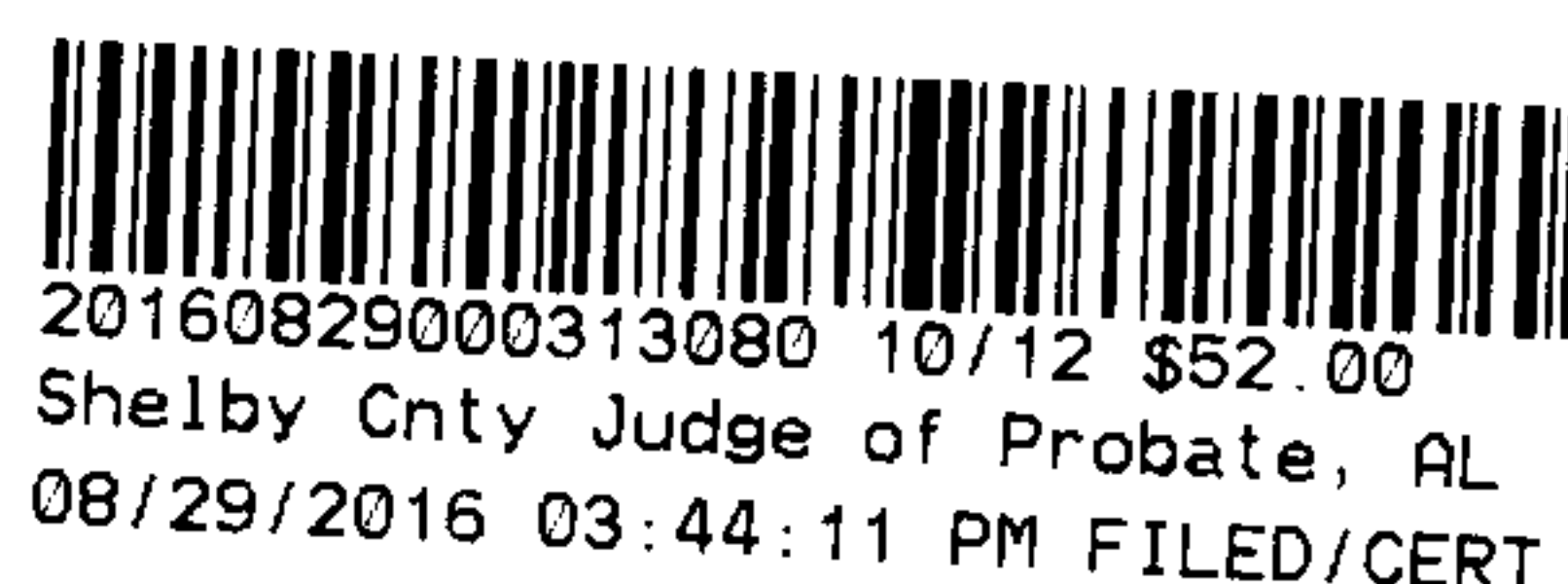


corner of subject quarter quarter Section to the Southwest corner of same said quarter quarter Section; thence continue North 63° 53' 32" West along centerline of said Bishop Creek a distance of 101.71 feet to a property corner; thence run North 70° 16' 22" West along centerline of said creek a distance of 53.59 feet to a property corner; thence run South 59° 36' 19" West along the centerline of said creek a distance of 62.77 feet to a property corner; thence run South 56° 48' 01" West along the centerline of said creek a distance of 65.03 feet to a property corner; thence run South 40° 55' 10" West along centerline of said creek a distance of 68.06 feet to a property corner; thence run South 19° 36' 18" West along centerline of said creek a distance of 48.20 feet to a property corner; thence run South 24° 15' 39" West along centerline of said Creek a distance of 56.85 feet to a property corner; thence run South 29° 52' 59" West along centerline of said creek a distance of 76.33 feet to a property corner; thence run South 36° 20' 45" West along centerline of said creek a distance of 69.25 feet to a property corner; thence run South 28° 20' 41" West along centerline of said creek a distance of 50.82 feet to a property corner; thence run South 35° 34' 16" West along centerline of said creek a distance of 39.42 feet to a property corner; thence run South 08° 36' 24" East along centerline of said creek a distance of 42.56 feet to a property corner; thence run South 32° 15' 53" East along centerline of said creek a distance of 34.40 feet to a property corner on the diagonal (so called twenty acre line) between the Northeast corner of said Southeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of same said quarter quarter; thence run South 45° 50' 56" West along said diagonal line a distance of 809.57 feet to a property corner representing the Southwest corner of the said Southeast 1/4 of the Northeast 1/4 of said Section 1; thence run South 89° 43' 11" East along the South line of said quarter quarter and the centerline of same said Bishop Creek a distance of 610.01 feet to a property corner in the centerline of said creek; thence run South 60° 22' 32" East along centerline of said creek a distance of 87.16 feet to a property corner in the centerline of said creek; thence run North 67° 18' 26" East a distance of 101.94 feet to a steel rebar property corner; thence run South 67° 18' 21" East and 4.51 feet North of and nearly parallel to an existing industrial fence a distance of 764.54 feet to a found crimped pipe corner on the Westerly margin of U.S. Highway No. 31, aka, Pelham Parkway; thence run North 27° 35' 30" East along said margin of said highway a distance of 73.53 feet to a property corner; thence run North 67° 23' 27" West a distance of 173.65 feet to a property corner; thence run North 36° 40' 19" East a distance of 46.35 feet to a property corner; thence run North 35° 01' 49" West a distance of 48.32 feet to a property corner on the East Line of the Northeast 1/4 of the Southeast 1/4 of same said Section 1; thence run North 00° 02' 19" West along the East Line of the said Northeast 1/4 of the Southeast 1/4 of same Section 1 a distance of 79.04 feet to the point of beginning.

Situated in Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY HEREIN REFERED TO AS SOUTHGATE PARCEL II:

Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 45° 50' 56" West a distance of 476.35 feet to a point in the centerline of Bishop Creek and the point of beginning of the property being described; thence run North 63° 53' 32" West along the centerline of Bishop Creek a distance of 101.71 feet to a point; thence run North 70° 16' 22" West along said centerline of said creek 53.59 feet to a point; thence run South 59° 36' 19" West along centerline of said creek 62.77 feet to a point; thence run South 56° 48' 01" West along centerline of said creek 65.03 feet to a point; thence run South 40° 55' 10" West along the centerline of said creek 68.06 feet to




a point; thence run South 19° 36' 18" West along centerline of said creek 48.20 feet to a point; thence run South 24° 14' 39" West along centerline of said creek 56.85 feet to a point; thence run South 29° 52' 59" West along centerline of said creek 76.33 feet to a point; thence run South 36° 20' 45" West along centerline of said Bishop Creek 69.25 feet to a point; thence run South 28° 20' 41" West along said centerline of said creek 50.82 feet to a point; thence run South 35° 34' 16" West along centerline of said creek 39.42 feet to a point; thence run South 08° 36' 24" East along centerline of said creek 42.56 feet to a point; thence run South 32° 15' 53" East along centerline of said creek 34.40 feet to a point; thence run North 45° 50' 56" East a distance of 607.41 feet to the point of beginning. Situated in Shelby County, Alabama.

NOTE: SOUTHGATE PARCEL II DESCRIBED HEREIN IS WRITTEN WITHIN THE BOUNDS OF SOUTHGATE PARCEL I

SOUTHGATE PARCEL III

Beginning at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama and run thence South 45° 50' 56" West a distance of 476.34 feet to a point in the centerline of Bishop creek; thence run South 63° 53' 32" East along said centerline of said creek 22.40 feet to a point; thence run South 69° 19' 51" East along said centerline of said creek 53.89 feet to a point; thence run South 87° 38' 50" East along said centerline of said creek 140.35 feet to a point; thence run North 56° 34' 04" East along said centerline of said creek 26.66 feet to a point; thence run North 21° 16' 11" East along said centerline of said creek 159.36 feet to a point; thence run North 59° 29' 19" East along centerline of said creek 61.31 feet to a point on the East Line of said Southeast 1/4 of the Northeast 1/4 of said Section 1; thence run North 00° 30' 24" West along said East Line of said quarter quarter, a distance of 173.00 feet to the point of beginning. Situated in Shelby County, Alabama.



20160829000313080 11/12 \$52.00
Shelby Cnty Judge of Probate, AL
08/29/2016 03:44:11 PM FILED/CERT

EXHIBIT B
TO
UCC SCHEDULE A

Not applicable.



20160829000313080 12/12 \$52.00
Shelby Cnty Judge of Probate, AL
08/29/2016 03:44:11 PM FILED/CERT