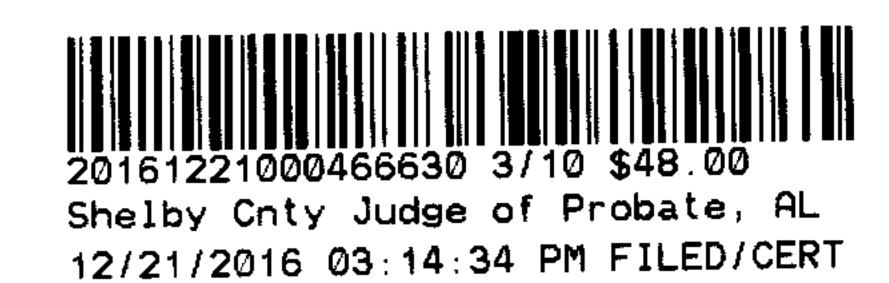
-	C FINANCING	_								
	LOW INSTRUCTION  AME & PHONE OF CO									
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B. SI	END ACKNOWLEDGEN	VENT TO: Name	and Address)		<b>18 # 3 # 1 # 1 1 # 1 1 # 1 1</b>	F (				
			n, Legal Assistant							
		nard, Cooper 1 Sixth Avenu		20161221000466630 1/10 \$48.00 Shelby Cnty Judge of Probate, AL 12/21/2016 03:14:34 PM FILED/CERT						
		Regions/Hai								
	L L	illigilalli, Alav	ama oozoo							
1. D	EBTOR'S EXACT FUL	L LEGAL NAME	- insert only one debtor name (1	a or 1b) – do not abbreviate or combine na	ames					
	1a. ORGANIZATION'S N	BTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names  1a. ORGANIZATION'S NAME								
OR	The Public Park and Recreation Board of Jeffers  1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE N	SUFFIX				
1c. M/	AILING ADDRESS	6 N Richard A	rrington Jr. Blvd.	CITY Birmingham	STATE POSTAL COD AL 35203		COUNTRY			
1d. TA	X ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION public corporation	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGA	) None				
2. A	DDITIONAL DEBTO		LEGAL NAME - insert only one	debtor name (2a or 2b) – do not abbrevia	te or combine	names				
	2a. ORGANIZATION'S NAME Young Men's Christian Association of Birmingham									
OR	2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE N	SUFFIX				
2c. MAILING ADDRESS 2101 4 <sup>th</sup> Avenue North				CITY Birmingham	STATE POSTAL CODE AL 35203		COUNTRY USA			
2d. TAX ID #: SSN OR EIN  ADD'L INFO RE OF ORGANIZATION ORGANIZATION ORGANIZATION DEBTOR  ADD'L INFO RE OF ORGANIZATION OR				2f. JURISDICTION OF ORGANIZATION Alabama	2g. ORGANIZATIONAL ID # (if any) ⊠None					
3. S	ECURED PARTY'S	NAME – (or NAMI	E of TOTAL ASSIGNEE of ASSIG	SNOR S/P) - insert only one debtor name	(3a or 3b) – do	not abbreviate or co	mbine names			
	3a. ORGANIZATION'S I	NAME s Capital Adva	ntage, Inc.							
OR	3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	IAME	SUFFIX			
3c. MAILING ADDRESS 1900 Fifth Avenue North, Suite 2400				CITY Birmingham	STATE	POSTAL CODE 35203	COUNTRY USA			
4. Th	is FINANCING STATE	VENT covers the	following collateral:							
					_					
	All types (or items	) of property de	escribed on <u>Schedule I</u> atta	ched hereto and made a part here	of.					
	This financing stat	ement is being	recorded as additional se	curity for obligations described in	a mortgage	filed concurrently	y herewith.			
TO E	SE FILED IN: She	lby County, Ala	abama							
5. Al	TERNATIVE DESIGNA	TION (If applicab	le): DLESSEE/LESSOR DCOSI	GNEE/COSIGNOR BAILEE/BAILOR SE	LLER/BUYER	□AG. LIEN □NON-U	CC FILING			
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)  7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE) (optional)										
8. O	PTIONAL FILER REFE	RENCE DATA				•				

RCA/YMCA (Greystone)/15482-0084

FOLLOW INSTRUCTIONS (front and back) CAREFULLY										
9. NA	ME OF FIRST DEBTOR	N RELATED FINANCING STA								
OR	9a. ORGANIZATION'S The Publi									
	9b. INDIVIDUAL'S LAS	T NAME F	IRST NAME	MIDDLE NAME, SUFFIX						
10. N	ISCELLANEOUS:									
					20 She 12	161221000 elby Cnty /21/2016	466630 2/10 \$48 Judge of Proba 03:14:34 PM FILE	.00 e, AL ED/CERT		
					THE ABOVE SPAC	E IS FOR FIL	ING OFFICE USE ONLY			
11.	ADDITIONAL DEBTOR	R'S EXACT FUI	L LEGAL NAME – insert only	one debtor name (11a or 11	1b) – do not abbrevi	ate or comb	ine names	<u> </u>		
00	11a. ORGANIZATION'S NA	AME		······································		<del></del>	· ···	<u> </u>		
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	FIRST NAME		AME	SUFFIX			
11c. MAILING ADDRESS				CITY	CITY		POSTAL CODE	COUNTRY		
11d. 7	11d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION ORGANIZATION DEBTOR			11f. JURISDICTION OF C	11f. JURISDICTION OF ORGANIZATION		ANIZATIONAL ID # (if an	y) None		
12.	ADDITIONAL SECUR	RED PARTY'S	OR ASSIGNOR S/P's N	AME - insert only <u>one</u> name	(12a or 12b)					
	12a. ORGANIZATION'S NAME									
OR	12b. INDIVIDUAL'S LAST NAME			FIRST NAME	FIRST NAME		AME	SUFFIX		
12c. MAILING ADDRESS				CITY	CITY		POSTAL CODE	COUNTRY		
13a.	This FINANCING STATEME collateral, or is filed as a	NT covers time	ber to be cut or as-extracted	16. Additional collaters	al description:					
14.	Description of real estate:									
	See Schedule I, Exh	ibit A and Ex	hibit B attached hereto.							
15.	Name and address of a REC Debtor does not have a reco		above-described real estate (if	-						
				17. Check only if appli	17. Check only if applicable and check only one box.					
				18. Check only if appli	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.					
				☐ Filed in conne	Debtor is a TRANSMITTING UTILITY  Filed in connection with a Manufactured-Home Transaction – effective 30 years.  Filed in connection with a Public-Finance Transaction – effective 30 years.					

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# SCHEDULE I TO UCC FINANCING STATEMENT

# (REGIONS CAPITAL ADVANTAGE, INC./YMCA – GREYSTONE BRANCH PROJECT)

The property covered by this financing statement includes all of the Debtors' (or such individual Debtor as is specified herein) right, title and interest in, to and under the following described property (whether now owned or hereafter acquired by the Debtors and whether now existing or hereafter incurred, created, arising or entered into):

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#### Real Property

The real property and interests therein described in **Exhibit A** attached hereto, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein (herein referred to as the "Real Property").

II.

# Improvements and Other Buildings on the Real Property

The buildings, structures and improvements now located on the Real Property; the buildings, structures and improvements to be constructed on the Real Property pursuant to the Financing Agreement or otherwise; and all other buildings, structures and improvements now or hereafter located on the Real Property (herein referred to as the "Improvements").

III.

#### Equipment

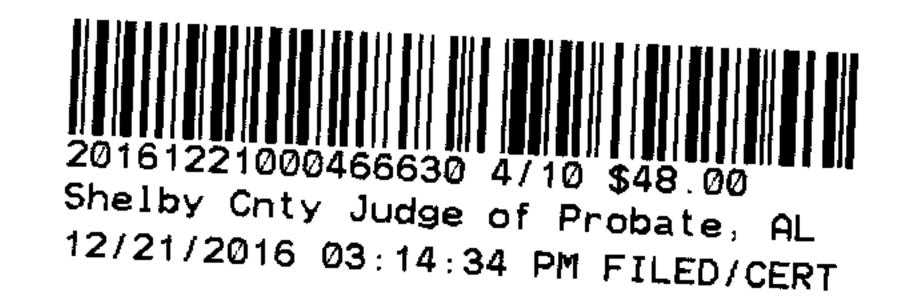
The personal property and fixtures described in **Exhibit B** attached hereto and all other personal property and fixtures acquired or to be acquired by the Board with proceeds of the Series 2016-B Bond or pursuant to any provision of the Financing Agreement, including all substitutions and replacements for such personal property and fixtures and the proceeds thereof (herein referred to as the "Equipment").

IV.

# Board Project Revenues and Facilities Lease

All payments by the YMCA pursuant to the Facilities Lease as set forth in the Financing Agreement and as evidenced by the Memorandum of Lease, and all other revenues, rentals and receipts derived by the Board from the leasing or sale of the Bond-Financed Facilities (herein referred to as "Board Project Revenues"), together with all rights, powers, privileges, options and other benefits of the Board under the Facilities Lease as set forth in the Financing Agreement; provided, however, that:

(1) the Board shall retain the right to indemnification and payments under Sections 2.2(15), 6.11, 6.12 and 13.6 of the Financing Agreement;



- (2) the Board shall retain the right to receive notices and other communications to be sent to it under the Financing Agreement; and
- (3) the security interest granted hereby shall in no way impair, diminish or otherwise affect the Board's obligations under the Financing Agreement or impose any of such obligations on the Bondholder.

V.

### Special Funds Under Financing Agreement

Money and investments from time to time on deposit in, or forming a part of, the Special Funds established under the Financing Agreement; provided, however, money and investments in the Special Funds shall be applied as provided in the Financing Agreement.

VI.

#### Leasehold Estate of the YMCA in Bond-Financed Facilities

The YMCA's leasehold estate and all other right, title and interest of the YMCA under and pursuant to the Facilities Lease as set forth in the Financing Agreement, together with all the rights, privileges and options set forth therein (including but not limited to the options set forth in Article 12 of the Financing Agreement).

VII.

## YMCA Project Revenues

All revenues, rentals and receipts derived by the Board from the operation, leasing or sale of the Bond-Financed Facilities (herein referred to as "YMCA Project Revenues").

VIII.

#### YMCA's Other Equipment

All personal property and fixtures located on the Real Property or in the Improvements, now owned or hereafter acquired by the YMCA, or in which the YMCA has or shall hereafter acquire any interest, and all substitutions and replacements for such personal property and fixtures and the proceeds thereof.

IX.

# Condemnation Awards and Insurance Proceeds

All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Board or the YMCA with respect to the Bond-Financed Facilities, as a result of the exercise of the right of eminent domain (herein referred to as "Condemnation Awards"), and all right, title and interest of the Board or the YMCA in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of such property (herein referred to as "Insurance Policies").



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and Proceeds"); provided, however, Condemnation Awards and Insurance Policies and Proceeds shall be applied as provided in the Financing Agreement.

X.

#### Leases and Rents

- (a) All written or oral leases or subleases or other agreements for the use or occupancy of all or any portion of the Bond-Financed Facilities with respect to which the YMCA is the lessor or sublessor, and any and all extensions and renewals thereof, now or hereafter existing (collectively, the "Leases");
  - (b) Any and all guaranties of performance by lessees or sublessees under the Leases;
- (c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the YMCA may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of such property, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, liquidated damages upon default, the premium payable by any lessee or sublessee 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 untenantability caused by destruction or damage to such property, together with any and all rights and claims of any kind that the YMCA may have against any such lessee or sublessee under the Leases or against any sub-sublessees or occupants of such property, all such moneys, rights and claims described in this subparagraph (c) being hereinafter referred to as the "Rents"; provided, however, that so long as no Event of Default exists under this Mortgage, the YMCA shall have the right under a license granted hereby (but limited as provided in Section 8.7 below) to collect, receive and retain the Rents (but not prior to accrual thereof); and
- (d) Any award, dividend or other payment made hereafter to the YMCA in any court procedure involving any of the lessees or sublessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees or sublessees in lieu of rent, the YMCA hereby appointing the Bondholder as its irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

XI.

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Bondholder as and for additional security hereunder by the Mortgagors, or either of them, or by anyone on behalf of, or with the written consent of, the Mortgagors, or either of them.



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As used in this Schedule I, capitalized terms are defined as follows:

"Board" shall mean The Public Park and Recreation Board of Jefferson County, a public corporation organized under the laws of the State of Alabama, and its successors and assigns.

"Bondholder" shall mean the Creditor.

"Bond-Financed Facilities" shall mean (i) the Real Property, (ii) the Improvements, and (iii) the Equipment.

"Bond Guaranty" shall mean that certain Guaranty Agreement dated December 16, 2016, executed by the YMCA in favor of the Bondholder.

"Condemnation Awards" shall have the meaning stated above under the heading "Condemnation Awards and Insurance Proceeds".

"Creditor" shall mean the secured party named in this financing statement and any successor holders of the Series 2016-B Bond.

"Equipment" shall have the meaning stated above under the heading "Equipment".

"Debtors" shall mean the debtors named in this financing statement (initially the Board and the YMCA) and their successors and assigns.

"Facilities Lease" shall mean the lease of the Bond-Financed Facilities by the Board to the YMCA pursuant to the Financing Agreement.

"Financing Agreement" shall mean that certain Financing and Lease Agreement dated December 16, 2016 between the Board, the YMCA and the Bondholder.

"Financing Documents" shall mean the Financing Agreement, the Series 2016-B Bond, the Bond Guaranty, any Hedge Agreement and the Mortgage.

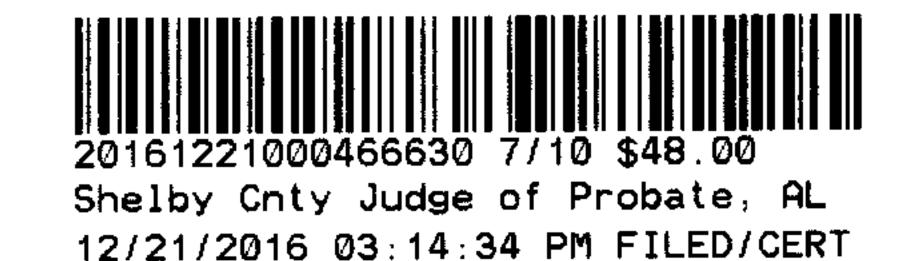
"Hedge Agreement" shall mean any agreement between the YMCA and the Bondholder now existing or hereafter entered into, which provides for an interest rate or commodity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross-currency rate swap, currency option, or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging the YMCA's exposure to fluctuations in interest rates, currency valuations or commodity prices.

"Improvements" shall have the meaning stated above under the heading "Improvements and Other Buildings on the Real Property".

"Insurance Policies and Proceeds" shall have the meaning stated above under the heading "Condemnation Awards and Insurance Proceeds".

"Leases" shall have the meaning stated above under the heading "Leases and Rents".

"Lease Payments" shall mean all payments made by the YMCA, for the account of the Board, directly to the Bondholder pursuant to the Financing Agreement, including debt service on the Series 2016-B Bond and the purchase price (as defined in the Financing Agreement) of any Series 2016-B Bond tendered for purchase pursuant to the optional tender provisions of the Financing Agreement.



"Memorandum of Lease" shall mean the Memorandum of Lease executed by the Board and the YMCA in connection with the Facilities Lease and recorded in the office of the Judge of Probate of Shelby County, Alabama.

"Mortgage" shall mean that certain Mortgage and Security Agreement, and Fixture Filing dated December 16, 2016, executed by Debtors in favor of Creditor as originally executed or as it may from time to time be supplemented, modified or amended by one or more instruments entered into pursuant to the applicable provisions hereof.

"Project Revenues" shall mean the Board Project Revenues and the YMCA Project Revenues.

"Board Project Revenues" shall have the meaning stated above under the heading "Board Project Revenues and Facilities Lease".

"Real Property" shall have meaning stated above under the heading "Real Property".

"Rents" shall have the meaning stated above under the heading "Leases and Rents".

"Series 2016-B Bond" shall mean the \$3,219,400.15 aggregate principal amount Revenue Bond (YMCA – Greystone Branch), Series 2016-B issued by the Board pursuant to the Financing Agreement.

"Special Funds" shall mean all funds and accounts established pursuant to the Financing Agreement, including without limitation the Costs of Issuance Fund and the Acquisition Fund established pursuant to the Financing Agreement.

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#### **EXHIBIT A**

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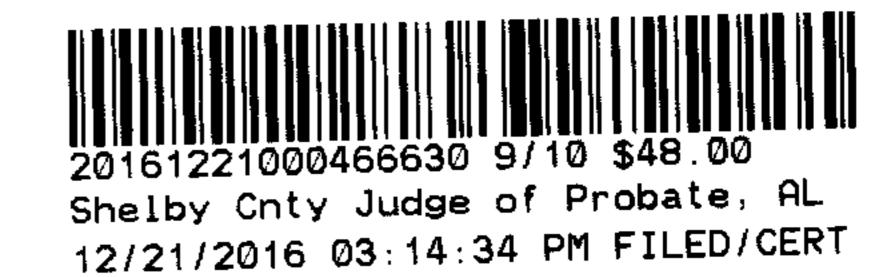
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### Description of Real Property

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND RUN IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 1336.01 FEET TO A 11/2 INCH OPEN PIPE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEFLECT AN ANGLE TO THE LEFT OF 132 DEGREES 49 MINUTES 41 SECONDS AND RUN IN A NORTHWESTERLY DIRECTION A DISTANCE OF 102.14 FEET; THENCE TURN AN INTERIOR ANGLE OF 185 DEGREES 01 MINUTE 08 SECONDS AND RUN TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 112.31 FEET; THENCE TURN AN INTERIOR ANGLE OF 176 DEGREES 02 MINUTES 57 SECONDS AND RUN TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 102.30 FEET; THENCE TURN AN INTERIOR ANGLE OF 106 DEGREES 17 MINUTES 55 SECONDS AND RUN TO THE RIGHT IN A NORTHEASTERLY DIRECTION 276.15 FEET; THENCE TURN AN INTERIOR ANGLE OF 175 DEGREES 00 MINUTES 09 SECONDS AND RUN TO THE RIGHT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 226.42 FEET; THENCE TURN AN INTERIOR ANGLE OF 94 DEGREES 23 MINUTES 04 SECONDS AND RUN TO THE RIGHT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 57.56 FEET; THENCE TURN AN INTERIOR ANGLE OF 265.00 DEGREES 36 MINUTES 56 SECONDS AND RUN TO THE LEFT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 174.46 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF U.S. HIGHWAY 280, ALSO BEING A POINT ON A CURVE; THENCE TURN AN INTERIOR ANGLE OF 90 DEGREES 32 MINUTES 33 SECONDS TO TANGENT AND RUN TO THE RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2714.79 FEET AND A CENTRAL ANGLE OF 16 DEGREES 34 MINUTES 27 SECONDS FOR A DISTANCE OF 785.31 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 91 DEGREES 55 MINUTES 23 SECONDS FROM THE TANGENT OF LAST DESCRIBED CURVE AND RUN TO THE RIGHT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 104.50 FEET; THENCE TURN AN INTERIOR ANGLE OF 112 DEGREES 46 MINUTES 44 SECONDS AND RUN TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 378.71 FEET; THENCE TURN AN INTERIOR ANGLE OF 270 DEGREES 18 MINUTES 59 SECONDS AND RUN TO THE LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 208.95 FEET; THENCE TURN AN INTERIOR ANGLE OF 205 DEGREES 46 MINUTES 45 SECONDS AND RUN TO THE LEFT IN A SOUTHERLY DIRECTION A DISTANCE OF 144.62 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 32; THENCE TURN AN INTERIOR ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS AND RUN TO THE RIGHT IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID SECTION 32 A DISTANCE OF 258.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THOSE CERTAIN BENEFITTING RIGHTS GRANTED IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED IN INSTRUMENT 1999/33954, AS MODIFIED BY THAT CERTAIN MODIFICATION OF RECIPROCAL EASEMENT AGREEMENT RECORDED IN INSTRUMENT 2001/07233, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO TOGETHER WITH THOSE CERTAIN BENEFITTING RIGHTS GRANTED IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED IN INSTRUMENT 20030307000141400 AS AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED IN INSTRUMENT 20050902000453650, IN SAID PROBATE OFFICE.



#### LESS AND EXCEPT:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 1 WEST AND RUN IN A EASTERLY DIRECTION ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 1336.01 FEET TO THE SOUTHWEST CORNER OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 258.68 FEET; THENCE TURN AN INTERIOR ANGLE TO THE RIGHT OF 89 DEGREES 59 MINUTES 53 SECONDS AND RUN IN A NORTHERLY DIRECTION FOR A 144.62 FEET; THENCE TURN AN INTERIOR ANGLE TO THE RIGHT OF 205 DEGREES 46 MINUTES 45 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 208.94 FEET; THENCE TURN AN INTERIOR ANGLE TO THE RIGHT OF 270 DEGREES 18 MINUTES 45 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 378.74 FEET; THENCE TURN AN INTERIOR ANGLE TO THE RIGHT 112 DEGREES 46 MINUTES 58 SECONDS AND RUN IN A NORTHEASTERLY DIRECTION FOR A DISTANCE OF 74.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST DESCRIBED COARSE FOR A DISTANCE OF 30.00 FEET TO THE SOUTHERN-MOST RIGHT OF WAY LINE OF U.S. HIGHWAY 280, SAID POINT ALSO BEING ON A CURVE TURNING TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2714.79 FEET, A CENTRAL ANGLE OF 01 DEGREES 53 MINUTES 58 SECONDS, AN INTERIOR TANGENT ANGLE TO THE RIGHT OF 91 DEGREES 55 MINUTES 42 SECONDS AND A TANGENT DISTANCE OF 45.01; THENCE RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 90.00 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE TURN AN INTERIOR ANGLE TO THE RIGHT FROM TANGENT OF SAID CURVE 90 DEGREES 02 MINUTES 56 SECONDS AND RUN IN A SOUTHWESTERLY DIRECTION 29.92 FEET; THENCE TURN AN EXTERIOR ANGLE TO THE LEFT OF 269 DEGREES 03 MINUTES 01 SECONDS AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 90.04 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LEGAL DESCRIPTION BEING THE SAME PARCEL AS IN THAT CERTAIN QUITCLAIM DEED WITH REVERSION RECORDED AS INSTRUMENT #20040827000480270 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

#### **EXHIBIT B**

#### Description of Equipment

The following personal property and fixtures: (i) all personal property and fixtures located on the Real Property, (ii) all personal property and fixtures acquired by (or in the name of) the Debtors and installed on the Real Property as a substitute or replacement for personal property or fixtures transferred or otherwise disposed of pursuant to the terms of the Financing Documents, and (iii) all personal property and fixtures acquired by (or in the name of) the Debtors and installed on the Real Property with the proceeds of any insurance or condemnation award pursuant to the terms of the Financing Documents.

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