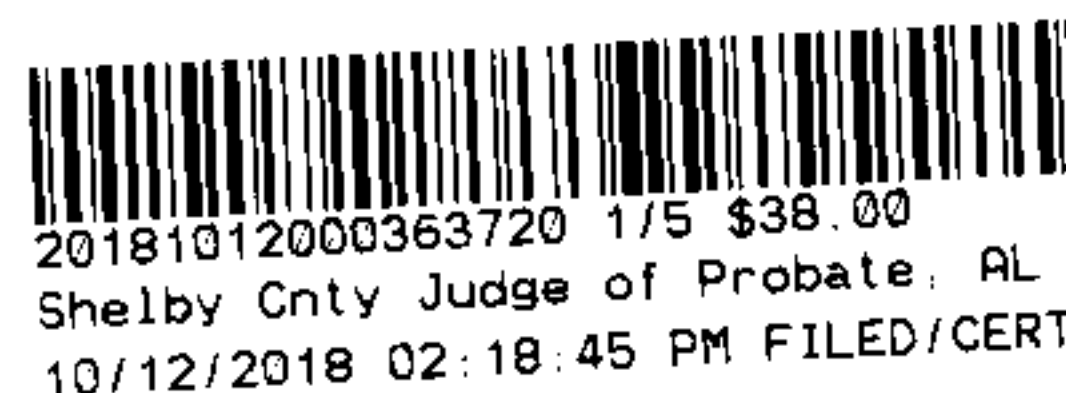


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) William C. ("Beau") Byrd, II / 205-521-8000
B E-MAIL CONTACT AT FILER (optional) bbyrd@bradley.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Bradley Arant Boult Cummings LLP Attn: William C. ("Beau") Byrd, II 1819 Fifth Avenue North Birmingham, Alabama 35203



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 Newcastle Develoment, LLC				
OR 1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c MAILING ADDRESS 3978 Parkwood Road, SE	CITY Bessemer	STATE AL	POSTAL CODE 35022	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 PROGRESS BANK AND TRUST				
OR 3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c MAILING ADDRESS 2121 Highland Avenue South	CITY Birmingham	STATE AL	POSTAL CODE 35205	COUNTRY USA

4 COLLATERAL: This financing statement covers the following collateral

See Schedule I attached hereto and made a part hereof for a description of the property covered hereby, some of which may be or may become fixtures on the Real Estate described on Exhibit A attached hereto, of which the Debtor is the record owner.

Filed as additional security for Amended and Restated Mortgage recorded of even date, on which tax has been paid.

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: Filed with Judge of Probate, Shelby County, AL / 205884-301007 (Newcastle)	

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

Newcastle Develoment, LLC

OR

9b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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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

OR

11b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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:

**SCHEDULE I
TO
UCC FINANCING STATEMENT**

DEBTOR:	NEWCASTLE DEVELOPMENT, LLC , an Alabama limited liability company
SECURED PARTY:	PROGRESS BANK AND TRUST , an Alabama banking corporation

All of the foregoing described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (which property is hereinafter referred to collectively as the "**Premises**");

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

(b) 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 Debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises, 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**"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by that certain Mortgage of even date herewith by and between Debtor and Secured Party; and

(c) All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by Debtor and attached to the Premises (other than fixtures); or placed on the Premises and used or useful in connection with, or in any way pertaining or relating to, the Premises or the use and occupancy thereof, though not attached to the Premises; or for which the proceeds of the Secured Indebtedness has been or may be advanced, wherever the same may be located; and

(d) All policies of hazard insurance now or hereafter in effect that insure the Premises, or any Improvements, or any other property conveyed or encumbered hereby, together with all right, title and interest of Debtor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums; and

(e) All rents, issues, profits and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, together with all proceeds of insurance, condemnation payments, 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 Debtor of, in

and to the same, reserving only the right to Debtor to collect the same so long as an Event of Default has not occurred hereunder or such collection is not otherwise restricted by that certain Mortgage of even date herewith by and between Debtor and Secured Party; and

(f) 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 Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by them; and

(g) All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, that may be made or due to Debtor or any subsequent owner of the Premises, or the Improvements, or any other property conveyed or encumbered hereby, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Premises, or the Improvements, or any other such property; and

(h) (i) All general intangibles relating to the development or use of the Premises, the Improvements or any other property conveyed or encumbered hereby, or the management and operation of any business of Debtor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (ii) the good will of any business conducted or operated on the Premises, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (iii) all contracts and agreements (including construction, renovation, maintenance, engineering, architectural, leasing, management, operating and concession agreements) affecting the Premises, the Improvements or any other property conveyed or encumbered by this financing statement, or used or useful in connection therewith, whether now or hereafter entered into; and

(i) All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing; and

(j) All proceeds of any of the foregoing.



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EXHIBIT A
[Legal Description]

Legal Description of Property

A tract of land located in the West ½ of the Northwest ¼ of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northwest ¼ of the Northwest ¼ of said Section 21; thence South along the East line of said quarter-quarter a distance of 758.73 feet to the POINT OF BEGINNING; thence continue South along said East line of said East ½ and the boundary of Saint Charles Place, Jackson Square Phase 2, as recorded in the Office of Judge of Probate, Shelby County, Map Book: 20, Page 39, a distance of 570.62 feet to the intersection with the Northwest boundary of an Alabama Power Company transmission line; thence turn an angle to the right of 25° 24' 36" in a Southwesterly direction along the boundary of said transmission line a distance of 1180.25 feet; thence turn an angle to the right of 78° 44' 56" in a Westerly direction a distance of 771.12 feet to the East boundary of a public road (Hillsboro Parkway); thence turn an angle to tangent, right of 78° 09' 41" in a Northerly direction along the East boundary of said road and the beginning of a curve to the Left, with a Radius of 1030.0 feet, a Central Angle of 28° 13' 04"; thence along the Arc of said curve a distance of 471.31 to a straight line tangent to said curve; thence along said straight line in a Northerly direction along the East boundary of said road a distance of 178.53 feet to the beginning of a curve to the Right with a Radius of 495.0 feet, a Central Angle of 23° 42' 03"; thence along the Arc of said curve and East boundary of said road a distance of 471.31 feet to the beginning of a curve to the Left with a Radius of 555.0 feet, a Central Angle of 45° 50' 23"; thence along the Arc of said curve and East boundary of said road a distance of 444.03 feet to the beginning of a curve to the Right with a Radius of 720.0 feet, a Central Angle of 17° 52' 46"; thence along the Arc of said curve and East boundary of said road a distance of 224.68 feet to the South boundary of an Alabama Power Company transmission line; thence turn an angle to tangent, right of 12° 39' 12" in a Northeasterly direction along the South boundary of said transmission line a distance of 324.63 feet; thence turn an angle to the right of 90° 03' 34" in a Southeasterly direction a distance of 64.68 feet; thence turn a angle to the right of 0° 16' 59" in a Southeasterly direction a distance of 195.23 feet; thence turn right of 0° 56' 41" in a Southeasterly direction a distance of 73.38 feet; thence turn an angle to the right of 7° 22' 16" in a Southeasterly direction a distance of 119.61 feet; thence turn a angle to the left of 95° 54' 02" in a Northeasterly direction a distance 48.58 feet; thence turn an angle to the left of 4° 56' 34" in a Northeasterly direction a distance of 198.49 feet; thence turn a angle to the right of 37° 49' 35" in a Easterly direction a distance of 444.34 feet, more or less, to the POINT OF BEGINNING; less and except, a walking trail (Hillsboro Trail) conveyed by United States Steel Corporation to the City of Helena, Alabama, by deed dated February 28, 2013, as recorded in the Judge of Probate Office, Shelby County, Alabama, as Instrument # 20130403000139220.