

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Luskin, Stern & Eisler LLP
Eleven Times Square
New York, New York 10036
Attn: Nathan M. Eisler, Esq.

File with: Shelby County, Alabama

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1a. INITIAL FINANCING STATEMENT FILE NUMBER
20151117000397600 11/17/2015 CC Shelby, AL

1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ 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. ☐ ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ 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. ☐ PARTY INFORMATION CHANGE:
Check one of these two boxes: ☐ Debtor or ☐ Secured Party of record
AND Check one of these three boxes to:
☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
☐ ADD name: Complete item 7a or 7b, and item 7c
☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one 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

INDIVIDUAL'S FIRST PERSONAL NAME

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

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. ☒ COLLATERAL CHANGE: Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral
Indicate collateral:

See Schedule A, Schedule B and Schedule C attached hereto, which are made a part hereof.

Additional security for mortgage modification
recorded in Inst No. 20181127000415500

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
Morgan Stanley Private Bank, N.A.

OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Debtor: Lee Branch LLC

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

| | | |
|---|--|--------|
| 11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 20151117000397600 11/17/2015 CC Shelby, AL | | |
| 12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form | | |
| OR | 12a. ORGANIZATION'S NAME Morgan Stanley Private Bank, N.A. | |
| | | |
| | 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 | | | |
| OR | 13a. ORGANIZATION'S NAME Lee Branch LLC | | |
| | 13b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) |
| | | | SUFFIX |

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

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

18. MISCELLANEOUS:

SCHEDULE A

DESCRIPTION OF COLLATERAL

This financing statement covers all of Debtor's estate, right, title and interest now owned or hereafter acquired in, to and under any and all of the following property (collectively, the "**Collateral**");

(1) All of that certain real estate situated in the Town of Birmingham, County of Shelby, State of Alabama, more particularly described in Schedule B attached hereto and made a part hereof (the "**Land**");

(2) All buildings and improvements now or hereafter located upon the Land (the "**Improvements**");

(3) All present and future leases, subleases, subsubleases, licenses and other occupancy agreements (whether written or oral) covering all or any portion of the Land, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, licenses and other occupancy agreements (which, together with Debtor's interest as landlord thereunder, are herein collectively referred to herein as the "**Leases**");

(4) All rents, issues and profits payable under the Leases and under any future renewals, extensions, amendments or modifications thereof;

(5) All fixtures, appliances, machinery, equipment, furnishings and furniture of any nature whatsoever, and other articles of personal property now or hereafter owned by Debtor and (a) which now or at any time hereafter are installed in, attached to or located in or upon the Land; (b) used or intended to be used in connection with the Land or the Improvements, or in the operation or maintenance of the Collateral (including, without limitation, communications, computer and security systems and the software system therefor); or (c) the plant or business located thereon, whether or not the personal property is or shall be affixed thereto, expressly including, but without limiting the generality of the foregoing, all articles of personal property listed on Schedule C attached to this financing statement and made a part hereof;

(6) All building materials, fixtures, building machinery and building equipment owned by Debtor and delivered on site to the Land or the Improvements during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any Improvements from time to time during the term hereof;

(7) Any and all tenements, hereditaments and appurtenances belonging to the Land or any part thereof, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses, and all leasehold estates, easements and covenants now existing or hereafter created for the benefit of Debtor or any subsequent owner or tenant of the Land or the Improvements over ground adjoining the Land and all rights to enforce the maintenance thereof, and all other rights, liberties and privileges of whatsoever kind or character, together with any after-acquired property interest in the Land which Debtor may at any time hereafter have or acquire, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Debtor in and to the Land or any part thereof;



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(8) To the extent assignable, all management agreements, service contracts, license agreements and concession agreements, written or oral, relating to the use and occupancy of the Land or the Improvements now or hereafter existing and the reversions and remainders, income, rents, issues and profits arising therefrom and all deposits (including, without limitation, tenant security deposits) thereunder, and all rights and benefits now or hereafter accruing to Debtor under any and all guarantees of the obligations of any tenant, licensee, concessionaire or other occupant thereunder, as any of the foregoing may be amended, extended, renewed or modified from time to time;

(9) All reciprocal easement agreements, operating agreements, and similar agreements however labeled or denominated affecting the Land;

(10) All other documentation belonging to or in Debtor's possession now or hereafter existing in connection with the use or operation of the Land including, without limitation, any plans and specifications pertaining to the Improvements, all appraisals, engineering, environmental, soils, marketing and other reports and studies relating to the Land or the Improvements, all permits, licenses, contracts and contract rights, warranties, guarantees, tenant lists, correspondence with present or prospective tenants or suppliers, advertising materials, and telephone exchange numbers as identified in such advertising materials;

(11) All notes, instruments or warrants (together with any necessary endorsements) owned by Debtor and all proceeds, income, profits and payments related thereto;

(12) All inventory in all of its forms (including, without limitation, all raw materials and work in process therefor, finished goods thereof and materials used or consumed in the manufacture, production, preparation or shipping thereof, and all accessions thereto) and products thereof and all documents of title therefor or other documents representing the same;

(13) All accounts, chattel paper, documents, deposit accounts, general intangibles, payment intangibles, choses in action, causes of action, intangible property, intellectual property (including any good will and royalties associated therewith), "non compete" agreements, tax refunds, books and records, interests in partnerships, corporations, limited liability companies and joint ventures of every kind, investment property and all other rights and obligations of any kind, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any of the foregoing; and

(14) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards.

SCHEDULE B

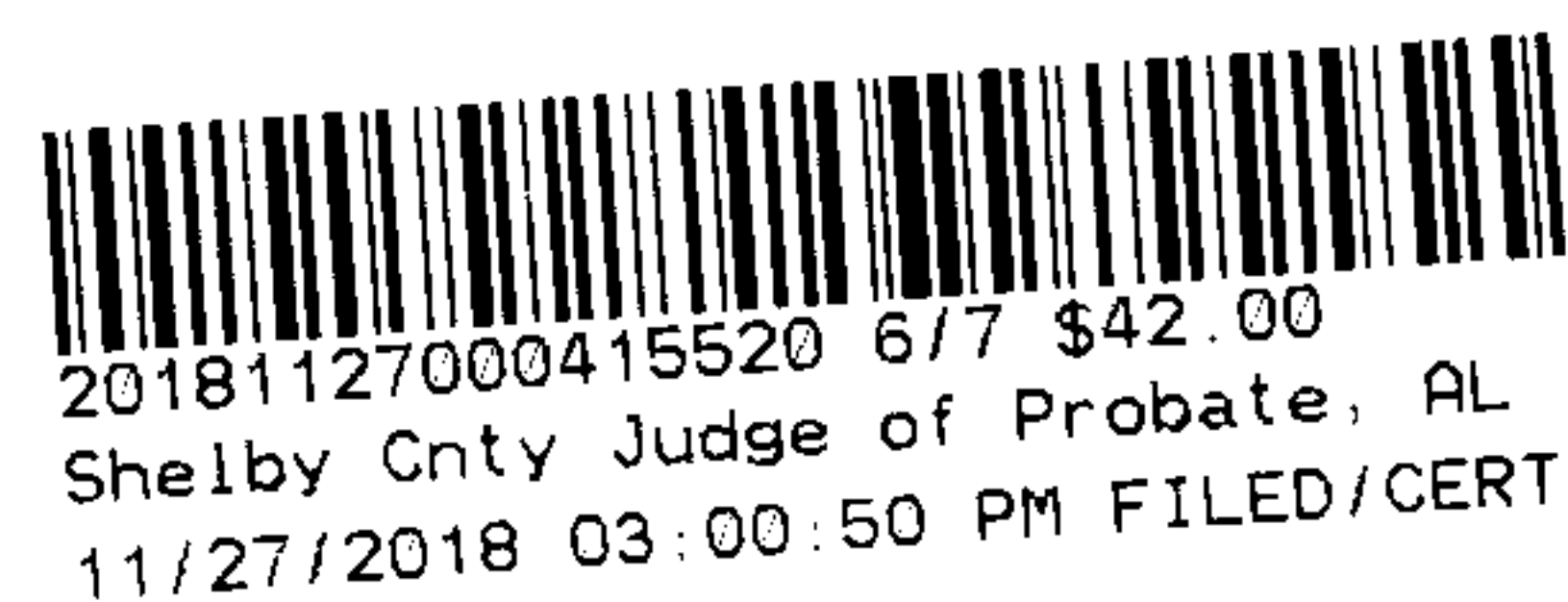
LEGAL DESCRIPTION

LOT 2A, ACCORDING TO THE RKM'S RESURVEY AT 280 SOUTH, AS RECORDED IN MAP BOOK 33, PAGE 52, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH EASEMENT RIGHTS CONTAINED IN THOSE CERTAIN NON-EXCLUSIVE EASEMENT AGREEMENTS RECORDED IN INST. NO. 20030701000412990 AS AMENDED IN INST. NO. 20030827000559970 AND INST. NO. 20030701000412980.



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SCHEDULE C

PERSONAL PROPERTY

Any and all fixtures, appliances, machinery, equipment, furnishings and furniture of any nature whatsoever, and other items of personal property and fixtures at any time now or hereafter owned by Debtor and now or at any time hereafter installed in, attached to or situated in or upon the land described in Schedule B attached to this financing statement or the buildings and improvements now erected or to be erected thereon (including, without limitation, communications, computer and security systems and the software system therefor), or used or intended to be used in connection with the real estate, or in the operation or maintenance of the buildings and improvements, plant or business situate or operated thereon (the "**Property**") or in connection with the conduct of Debtor's business whether or not the personal property is or shall be affixed to the Property.

Such personal property and fixtures shall include, without limiting the generality of the foregoing:

All plants, furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, chests, chairs, desks, bookcases, tables, curtains, hangings, pictures, carpeting, artwork, lighting fixtures and apparatus, furniture, furnishings, elevators and motors, built-in filing cabinets, shelves, water coolers, signs, tools, electrical equipment, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with the buildings or improvements for heating, cooling, lighting, plumbing, ventilating, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or the plant or business situate or operated thereon.

All licenses, permits, franchises, trade names, logos, service marks, service contracts, management agreements, telephone numbers, advertising materials, warranties, guarantees, tenant lists, engineering, environmental, marketing and similar studies and appraisals for the Property and all other documents and items relating to the operation of the Property, and all leases and lease guarantees with respect to any part of the Property, and all rents, issues and profits arising out of the operation, use or occupancy of the Property.

All of Debtor's interest in all utility security deposits or bonds for the Property and all security deposits, bonds or other security delivered to any governmental authority in connection with the use, development or operation of the Property.

All of Debtor's books and records relating to the use, operation and occupation of the buildings and the Property including, without limitation, the books and records relating to the operation of Debtor's business therein, and the plans and specifications for the construction or reconstruction thereof.

If the Property is now or hereafter used in whole or in part as a hotel, motel or similar facility or as a restaurant or other food and/or beverage service facility, such personal property shall also include all licenses for the serving of alcoholic beverages at the Property and all lodging and food and/or beverage equipment including, without limitation, beds, bureaus, divans, couches, chinaware, linens, glassware, silverware, uniforms, ornaments, kitchen utensils, bars, bar fixtures, radios, televisions, electric equipment, lamps, mirrors, and other personal property and fixtures used now or hereafter in, on or about the operation, use and occupation of a lodging facility and/or food and/or beverage facility, on the Property.

Such security interest shall extend to and include any and all cash and non-cash proceeds of the assets of Debtor, insurance proceeds and condemnation proceeds of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds thereof.

Such security interest shall not extend to property owned by third party space tenants now or hereafter occupying the Property.



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