

**UCC FINANCING STATEMENT**

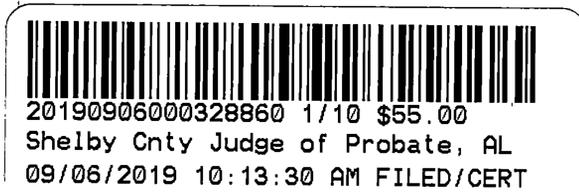
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Barry A. Staples (205) 254-1859**

B. E-MAIL CONTACT AT FILER (optional)  
**bstaples@maynardcooper.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Barry A. Staples  
 Maynard, Cooper & Gale, P.C.  
 1901 Sixth Avenue North  
 2400 Regions/Harbert Plaza  
 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  
**The Public Park and Recreation Board of Jefferson County**

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS

<b>716 North Richard Arrington Jr. Blvd.</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35203</b>	COUNTRY <b>USA</b>
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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  
**Young Men's Christian Association of Birmingham**

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS

<b>2101 4th Avenue North</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35203</b>	COUNTRY <b>USA</b>
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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  
**Regions Capital Advantage, Inc.**

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS

<b>1900 Fifth Avenue North, Suite 2400</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35203</b>	COUNTRY <b>USA</b>
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4. COLLATERAL: This financing statement covers the following collateral:

**All of the Debtors' right, title and interest in and to the property and interests in property described on Schedule I attached hereto and incorporated herein, wherever located, whether now owned or at any time hereafter acquired or arising by the Debtors or in which the Debtors now have or from time to time may have any right, title or interest.**

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/Licenser

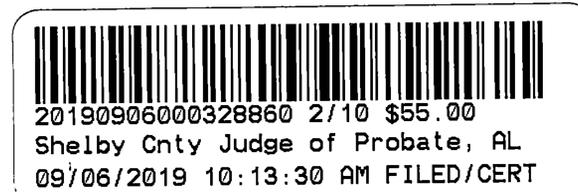
8. OPTIONAL FILER REFERENCE DATA:  
**RCA/YMCA (15483-0134), filed with the Shelby County Judge of Probate**

# 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 <b>The Public Park and Recreation Board of Jefferson County</b>	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX



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

17. MISCELLANEOUS:

**SCHEDULE I  
TO  
UCC FINANCING STATEMENT**

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):

**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 Bonds 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 Leases**

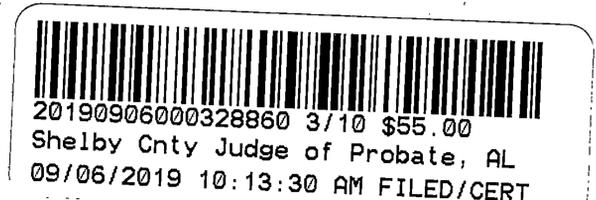
All payments by the YMCA pursuant to the Facilities Leases as set forth in the Financing Agreement and as evidenced by the Memorandums of Lease, and all other revenues, rentals and receipts derived by the Board from the leasing or sale of the Bond-Financed Facilities (herein referred to as "Board Project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

**V.**

**Special Funds Under Financing Documents**

Money and investments from time to time on deposit in, or forming a part of, (a) the Special Funds established under the Financing Agreement and (b) the Special Pledged Fund established under this Mortgage; provided, however, money and investments in the Special Funds shall be applied as provided in the Financing Agreement and the money and investments in the Special Pledged Fund shall be applied as provided herein.



**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 Leases 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'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.

**VIII.**

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

**X.**

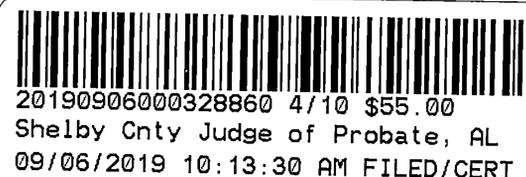
**Leases and Rents**

(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 untenability 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 either 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 Bondholders 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.

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.

**“Board Project Revenues”** shall have the meaning stated above under the heading “Board Project Revenues and Facilities Leases”.

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

**“Bondholders”** shall mean the Regions Bonds Bondholder and the Series 2019-B Bondholder, and their respective successors and assigns.

**“Bond Guaranties”** shall mean the Regions Bonds Guaranty and the Series 2019-B Bond Guaranty.

**“Bonds”** shall mean, collectively, the Series 2019-A Bond, the Series 2019-B Bond and the Series 2019-C Bond.

**“Condemnation Awards”** shall have the meaning stated above under the heading “Condemnation Awards and Insurance Proceeds”.

**“Equipment”** shall have the meaning stated above under the heading “Equipment”.

**“Facilities Leases”** shall mean the lease of the Bond-Financed Facilities by the Board to the YMCA pursuant to the Financing Agreements.

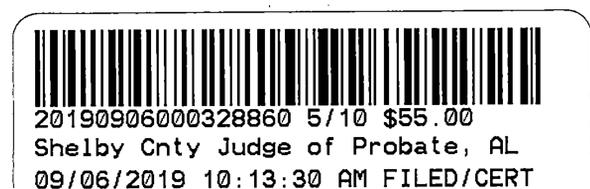
**“Financing Agreements”** shall mean the Regions Bonds Financing Agreement and the Series 2019-B Financing Agreement.

**“Financing Documents”** shall mean the Financing Agreements, the Bonds, the Bond Guaranties, any Hedge Agreement, the Shelby County Mortgage and the Jefferson County Mortgage.

**“Hedge Agreement”** shall mean any agreement between the YMCA and any 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 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”.



**“Jefferson County Mortgage”** shall mean that certain Mortgage, Leasehold Mortgage and Security Agreement of even date entered into by the Mortgagors in favor of the Bondholders and recorded in Jefferson County, Alabama.

**“Jefferson County Memorandum of Lease”** shall mean the Memorandum of Lease executed by the Board and the YMCA in connection with the Facilities Leases and recorded in the office of the Judge of Probate of Jefferson County, Alabama.

**“Leases”** shall have the meaning stated above under the heading “Leases and Rents”.

**“Mortgagors”** shall mean the Board and the YMCA and their respective successor and assigns.

**“Project Revenues”** shall mean the Board Project Revenues and the YMCA Project Revenues.

**“Real Property”** shall have meaning stated above under the heading “Real Property”.

**“Regions Bonds Bondholder”** shall mean Regions Capital Advantage, Inc., a Tennessee corporation with its principal place of business in Birmingham, Alabama, and its successors and assigns.

**“Regions Bonds Guaranty”** shall mean that certain Guaranty Agreement dated August \_\_, 2019, executed by the YMCA in favor of the Regions Bonds Bondholder.

**“Regions Bonds Financing Agreement”** shall mean that certain Financing and Lease Agreement dated August \_\_, 2019, as at any time amended, restated or supplemented, among the Board, the YMCA and the Regions Bonds Bondholder.

**“Rents”** shall have the meaning stated above under the heading “Leases and Rents”.

**“Series 2019-A Bond”** shall mean the \$XXX aggregate principal amount Revenue Bond (YMCA Project), Series 2019-A, issued by the Board pursuant to the Regions Bonds Financing Agreement.

**“Series 2019-B Bond”** shall mean the \$YYY aggregate principal amount Revenue Bond (YMCA Project), Series 2019-B, issued by the Board pursuant to the Series 2019-B Financing Agreement.

**“Series 2019-B Bondholder”** shall mean STI Institutional & Government, Inc., a Delaware corporation with its principal place of business in Atlanta, Georgia, and its successors and assigns.

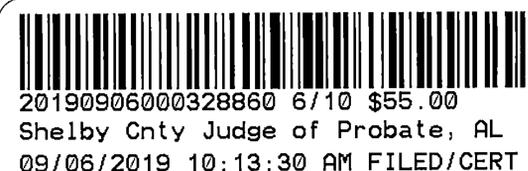
**“Series 2019-B Bond Guaranty”** shall mean that certain Guaranty Agreement dated August \_\_, 2019, executed by the YMCA in favor of the Series 2019-B Bondholder.

**“Series 2019-B Financing Agreement”** shall mean that certain Financing and Lease Agreement dated August \_\_, 2019, as at any time amended, restated or supplemented, among the Board, the YMCA and the Series 2019-B Bondholder.

**“Series 2019-C Bond”** shall mean the \$ZZZ aggregate principal amount Taxable Revenue Bond (YMCA Project), Series 2019-C, issued by the Board pursuant to the Regions Bonds Financing Agreement.

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

**“Shelby County Mortgage”** shall mean that certain Mortgage, Leasehold Mortgage and Security Agreement of even date entered into by the Mortgagors in favor of the Bondholders and recorded in Shelby County, Alabama.

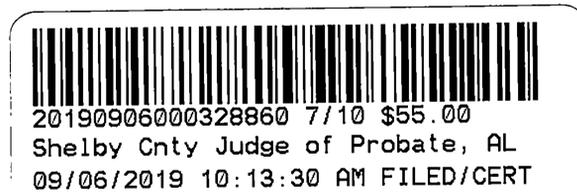


**“Special Funds”** shall mean all funds and accounts established pursuant to the Financing Agreements, including without limitation the Costs of Issuance Fund and the Acquisition Fund established pursuant to such Financing Agreements.

**“Special Pledged Account”** shall have the meaning stated in Section 8.8 of the Jefferson County Mortgage.

**“YMCA”** shall mean Young Men’s Christian Association of Birmingham, a non-profit corporation organized under the laws of the State of Alabama, and its successors and assigns.

**“YMCA Project Revenues”** shall mean gross revenues derived by the YMCA from the operation of the Bond-Financed Facilities.



**EXHIBIT A**

**Description of Real Property in Shelby County, Alabama**

**1. GREYSTONE PARCEL**

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 1 1/2 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 IN SAID PROBATE OFFICE. AS AMENDED BY 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 DISTANCE OF 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 COURSE FOR A DISTANCE OF 30.00 FEET TO THE SOUTHERN-MOST RIGHT OF WAYLINE 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 WAYLINE FOR A DISTANCE OF 90.00 FEET; THENCE LEAVING SAID RIGHT OF WAYLINE 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

## **2. ALABASTER PARCEL**

Being a resurvey of Lot 1-A resurvey of YMCA'S Addition to Alabaster as recorded in Map Book 43, Page 2 in the Office of the Judge of Probate, Shelby County, Alabama. Also being part of the South Half of Section 11, Township 21 South, Range 3 West, City of Alabaster, Shelby County, Alabama, and better described as Lot 1-A and Lot 1-B of Resurvey No. 2 of YMCA's Addition to Alabaster as recorded in Map Book 43, Page 53 in the Office of the Judge of Probate 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 Mortgagors 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 Mortgagors and installed on the Real Property with the proceeds of any insurance or condemnation award pursuant to the terms of the Financing Documents.

