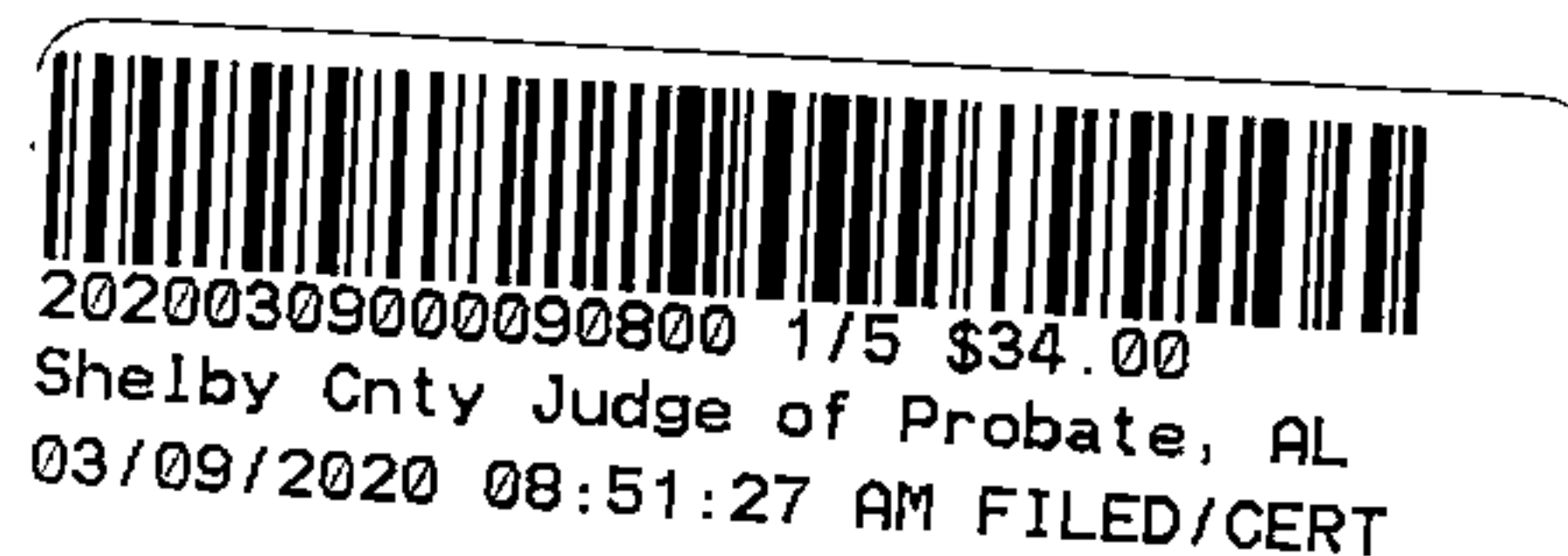


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jennifer Decker (205)226-8786
B. E-MAIL CONTACT AT FILER (optional) jdecker@balch.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Jennifer P. Decker BALCH & BINGHAM LLP P.O. Box 306 Birmingham, AL 35201



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)

OR	1a. ORGANIZATION'S NAME Eddleman Club Properties, LLP			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2700 U.S. Highway 280, Suite 325		CITY Birmingham	STATE AL	POSTAL CODE 35223
				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)

OR	2a. ORGANIZATION'S NAME			
	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)

OR	3a. ORGANIZATION'S NAME BancorpSouth Bank			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2211 Highland Avenue		CITY Birmingham	STATE AL	POSTAL CODE 35205
				COUNTRY USA

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

All that collateral more particularly described on Exhibits A and B, attached hereto and made a part hereof.

4 pages attached (Addendum, Exhibit A and Exhibit B).

Some or all of that personal property, more particularly described on Exhibit A, which is or may become fixtures on the real property described on 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: To be filed in the Office of the Judge of Probate 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

Eddleman Club Properties, LLP

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):
Debtor is Record Owner of the Real Estate.

16. Description of real estate:
Real property described on Exhibit B, attached hereto and made a part hereof.

17. MISCELLANEOUS:

EXHIBIT A

Description of Collateral

All right, title and interest of the Debtor in, to and under all of the following, whether now or hereafter owned, existing, created, arising or acquired (collectively, the "Collateral"):

- (a) All that tract or parcel or parcels of land and estates particularly described on **Exhibit B** attached hereto and made a part hereof (the "**Land**");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Improvements**");
- (c) All accounts (as presently or hereafter defined in the UCC), general intangibles, goods, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- (e) Any and all licenses, development permits, building permits, utility supply agreements, sewer and water discharge permits and agreements, and other licenses, permits and agreements relating to the use, development, construction, occupancy and operation of the Land and Improvements, whether now or hereafter issued or executed, and all modifications, amendments, replacements or re-issuances of the foregoing;
- (f) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c), (d) or (e) above.



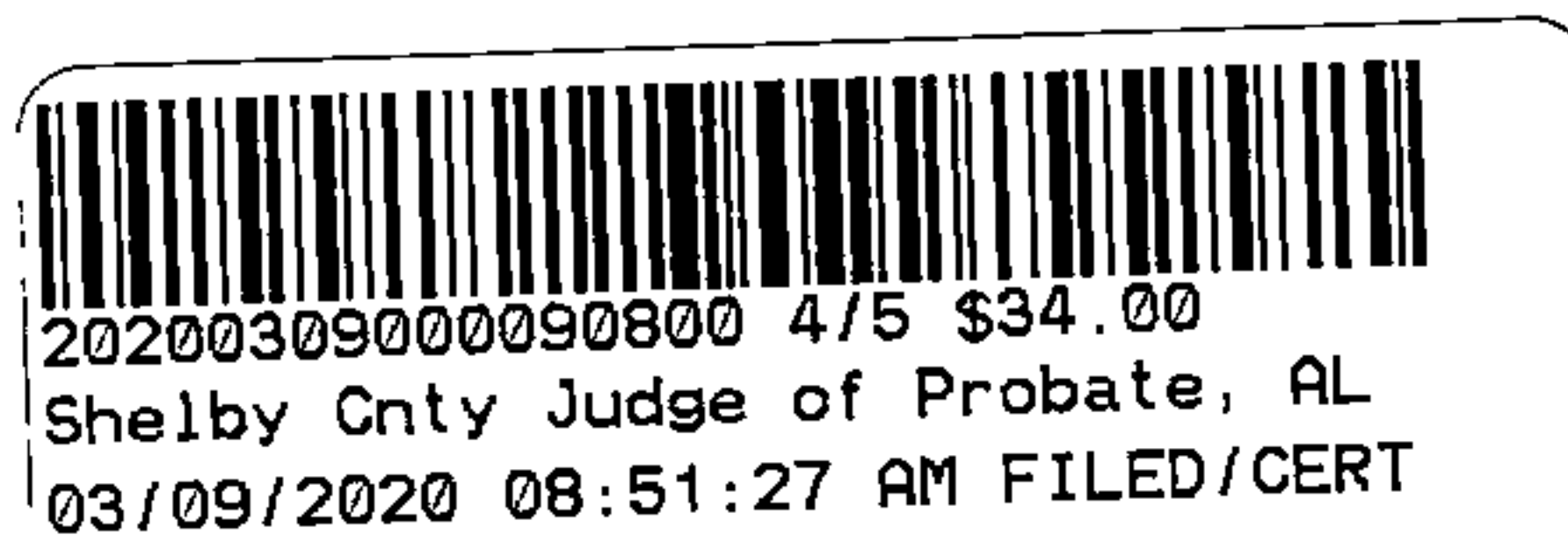
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Shelby Cnty Judge of Probate, AL
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EXHIBIT B

Description of Real Estate

A PARCEL OF LAND SITUATED IN SECTION 29, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 1 WEST; THENCE NORTH 69°45'12" WEST ALONG THE NORTH LINE OF LOT 2A, BROOK HIGHLAND COMMERCIAL RESURVEY NO. 2 AS RECORDED IN MAP BOOK 23, PAGE 90, A DISTANCE OF 83.54 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26°58'34" WEST ALONG THE NORTHWEST LINE OF SAID LOT 2A, A DISTANCE OF 64.86 FEET; THENCE SOUTH 13°31'18" WEST ALONG THE NORTHWEST LINE OF SAID LOT 2A, A DISTANCE OF 82.00 FEET; THENCE SOUTH 04°15'20" WEST ALONG THE NORTHWEST LINE OF SAID LOT 2A, A DISTANCE OF 167.66 FEET; THENCE SOUTH 19°36'55" WEST ALONG THE NORTHWEST LINE OF SAID LOT 2A, A DISTANCE OF 351.95 FEET; THENCE SOUTH 29°24'24" WEST ALONG THE NORTHWEST LINE OF SAID LOT 2A, A DISTANCE OF 52.09 FEET; THENCE NORTH 21°02'58" WEST ALONG THE NORTHWEST LINE OF SAID LOT 2A, A DISTANCE OF 64.34 FEET TO THE SOUTHEAST CORNER OF LOT 327, BROOK HIGHLAND, 7TH SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 99; THENCE NORTH 00°23'26" EAST ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 274.43 FEET; THENCE NORTH 19°10'55" WEST ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 170.23 FEET; THENCE NORTH 00°23'43" EAST ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 354.02 FEET; THENCE NORTH 26°10'01" EAST ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 156.47 FEET TO THE NORTHEAST CORNER OF LOT 320 OF SAID SUBDIVISION; THENCE NORTH 69°01'49" WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 204.41 FEET TO THE EASTERLY ROAD RIGHT OF WAY OF KINROSS DRIVE AS RECORDED IN SAID SUBDIVISION TO THE POINT OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 68°49'56" WEST, A RADIAL DISTANCE OF 503.60 FEET; THENCE NORTHERLY ALONG THE ARC AND SAID ROAD RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 21°41'50", A DISTANCE OF 190.71 FEET; THENCE NORTH 00°23'26" WEST ALONG SAID ROAD RIGHT OF WAY, A DISTANCE OF 34.08 FEET TO THE POINT OF CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 89°19'34" EAST, A RADIAL DISTANCE OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC AND SAID ROAD RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 85°16'16", A DISTANCE OF 37.21 FEET; THENCE NORTH 10°09'59" WEST, A DISTANCE OF 60.12 FEET TO A POINT ON THE NORTHERLY ROAD RIGHT OF WAY OF KINROSS LANE AND THE SOUTHEAST CORNER OF LOT 314 OF SAID SUBDIVISION; THENCE NORTH 04°47'14" WEST ALONG THE EAST LINE OF SAID LOT 314, A DISTANCE OF 190.13 FEET TO THE NORTHEAST CORNER OF SAID LOT 314 AND A POINT ON THE SOUTH LINE OF LOT 188 ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AND EDDLEMAN COMMUNITY, 6TH SECTOR, 1ST PHASE AS RECORDED IN MAP BOOK 14, PAGE 83; THENCE NORTH 56°24'21" EAST ALONG THE SOUTH LINE OF SAID LOT 188 A DISTANCE OF 28.37 FEET; THENCE NORTH 79°08'15" EAST, A DISTANCE OF 40.12 FEET; THENCE SOUTH 89°46'49" EAST, A DISTANCE OF 330.40 FEET; THENCE SOUTH 74°32'25" EAST, A DISTANCE OF 305.34 FEET TO THE POINT OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 48°46'42" WEST, A RADIAL DISTANCE OF 133.21 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 31°05'22", A DISTANCE OF 72.28 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 309.48 FEET AND A CENTRAL ANGLE OF 47°00'00"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 253.87 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 289.40 FEET AND A CENTRAL ANGLE OF 22°34'13"; THENCE



NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 114.00 FEET TO THE POINT ON THE SOUTHERLY ROAD RIGHT OF WAY OF BROOK HIGHLAND DRIVE AND A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 38°52'26" EAST, A RADIAL DISTANCE OF 698.62 FEET; THENCE SOUTHEASTERLY ALONG THE ARC AND SAID ROAD RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 15°21'49", A DISTANCE OF 187.33 FEET TO THE WESTERN PROPERTY LINE OF COURTSIDE AT BROOK HIGHLAND AS RECORDED IN MAP BOOK 28, PAGE 103; THENCE SOUTH 28°48'20" WEST ALONG SAID PROPERTY LINE, A DISTANCE OF 47.29 FEET; THENCE NORTH 66°51'03" WEST, A DISTANCE OF 107.68 FEET TO THE POINT OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 46°44'23" WEST, A RADIAL DISTANCE OF 379.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 13°52'18", A DISTANCE OF 91.86 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 219.48 FEET AND A CENTRAL ANGLE OF 47°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 180.04 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 223.21 FEET AND A CENTRAL ANGLE OF 47°17'11"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 184.22 FEET; THENCE SOUTH 46°12'46" EAST, A DISTANCE OF 149.90 FEET TO THE WESTERN PROPERTY LINE OF COURTSIDE AT BROOK HIGHLAND AS RECORDED IN MAP BOOK 28, PAGE 103; THENCE SOUTH 34°55'55" WEST ALONG SAID SUBDIVISION LINE, A DISTANCE OF 488.72 FEET; THENCE SOUTH 37°53'41" WEST ALONG SAID SUBDIVISION LINE, A DISTANCE OF 268.04 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO PARK HOMES, LLC IN THAT CERTAIN DEED RECORDED IN INSTRUMENT 20130408000144460, NOW BEING KNOWN AS BROOK HIGHLAND 26TH SECTOR AS RECORDED IN MAP BOOK 43, PAGE 76, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT ANY PORTION OF ABOVE DESCRIBED PROPERTY CONVEYED TO COURTSIDE DEVELOPMENT, INC., IN THAT CERTAIN DEED RECORDED IN INSTRUMENT 20151104000383790, NOW BEING KNOWN AS BROOK HIGHLAND 26TH SECTOR, 1ST ADDITION, CLUB PLACE, AS RECORDED IN MAP BOOK 45, PAGE 28, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

