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01/25/2023 03:30:51 PM
UCC1 1/6

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>Troutman Pepper Hamilton Sanders LLP</div><div>301 South College Street, Suite 3400</div><div>Charlotte, NC 28202</div><div>Attention: Keith Mrochek</div></div>

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 PROJECT CAPRICORN FUND V LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 30 North LaSalle Street, Suite 4140		CITY Chicago	STATE IL	POSTAL CODE 60602
			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 FIFTH THIRD BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 222 South Riverside Plaza, 29th Floor		CITY Chicago	STATE IL	POSTAL CODE 60606
			COUNTRY USA	

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

The property covered by this Financing Statement is more particularly described in Exhibit A attached hereto and made a part hereof, said property being located at the Premises described in Schedule A 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 recorded in the land records 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

PROJECT CAPRICORN FUND V LLC

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:

**3340 Pelham Parkway
Pelham, AL 35124****See Schedule A attached hereto.**

17. MISCELLANEOUS:

EXHIBIT A

TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT NAMING:

PROJECT CAPRICORN FUND V LLC, as Debtor
and
FIFTH THIRD BANK, NATIONAL ASSOCIATION, as administrative agent, as Secured
Party

ALL of Debtor's right, title and interest in and to the following property, rights, interests and estates, now owned or hereafter acquired ("***Mortgaged Property***"):

(a) all right, title and interest of Debtor in the land located in Shelby County, Alabama, which is legally described on Schedule A 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, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of the Debtor now or hereafter acquired in and to any of the foregoing (collectively, the "***Improvements***");

(c) all right, title and interest of Debtor in and to all easements, rights of way, strips and gores of land, streets, ways, alleys, sidewalks, vaults, passages, sewer rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, easements, franchises, appendages and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, whether now owned or hereafter acquired by the Debtor, including without limitation all existing and future mineral, oil and gas rights which are appurtenant to or which have been used in connection with the Land, all existing and future water stock relating to the Land or the Improvements, all existing and future share of stock respecting water and water rights pertaining to the Land or the Improvements or other evidence of ownership thereof, and the reversions and remainders thereof (the "***Appurtenant Rights***");

(d) all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever, and all furniture, furnishings and other personal property now or hereafter owned by the Debtor and forming a part of, or used or obtained for use in connection with, the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof; including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, communication systems, coolers, curtains, dehumidifiers, dishwashers, disposals, doors, drapes, drapery rods, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pool equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stokers, stoves, shades, shelving, sinks, security systems, toilets, ventilators, wall coverings, washers, windows, window covering, wiring and all extensions,

Exhibit A – Page 1

renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Land or the Improvements in any manner (collectively, the “**Fixtures**”; the Land, Improvements, Appurtenant Rights and Fixtures being sometimes referred to collectively as the “**Real Property**”); it being agreed that all of said property owned by the Debtor and placed on the Land or on or in the Improvements (whether affixed or annexed thereto or not) by Debtor shall, so far as permitted by law, conclusively be deemed to be real property and conveyed hereby for purposes of this Security Instrument.

(e) a security interest in and to the Debtor’s interest in the following (collectively, the “**Personal Property**”):

(i) All personal property of every nature whatsoever now or hereafter owned by Debtor or used in connection with the Land or the improvements thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements thereof and all of the right, title and interest of Debtor in and to any such personal property together with the benefit of any deposits or payments now or hereafter made on such personal property by Debtor or on its behalf, including without limitation, any and all Goods, Investment Property, Instruments, Chattel Paper, Documents, Letter of Credit Rights, Accounts, Deposit Accounts, Commercial Tort Claims and General Intangibles, each as defined in the Uniform Commercial Code of the State of Alabama (as amended from time to time, the “Code”), located on the Land or in the Improvements which are now or in the future owned by the Debtor and used or obtained for use in connection with the Land or the Improvements or any present or future operation, occupancy, maintenance or leasing thereof, or any construction on or at the Land or the Improvements;

(ii) All proceeds of the foregoing received by Debtor, including, without limitation, all judgments, awards of damages and settlements hereafter made to Debtor resulting from condemnation proceeds or the taking of the Land or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Land or the Improvements or proceeds of any sale, option or contract to sell the Land or the Improvements or any portion thereof;

(iii) Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings and tort claims), renewals, replacements and substitutions of all of the foregoing; and

(iv) All of the books and records pertaining to any of the foregoing;

(f) all right, title and interest which the Debtor hereafter may acquire in and to all leases and other agreements now or hereafter entered into for the occupancy or use of the Real Property and the Personal Property or any portion thereof, whether written or oral (herein collectively referred to as the “**Leases**”), and all rents, issues, incomes, license fees, revenues, charges, accounts, general intangibles and profits in any manner arising thereunder (herein collectively referred to as the “**Rents**”), and all right, title and interest which the Debtor now has or hereafter may acquire in and to any bank accounts, security deposits, and any and all other amounts held as security under the Leases, reserving to the Debtor any statutory rights (provided, that the assignment of Leases and Rents affected hereby shall include, without limitation an assignment by

Exhibit A – Page 2

Debtor to Secured Party, on behalf of certain lenders, of the right to receive and apply the Rents arising from the Mortgaged Property located in the State of Alabama, or relating to any business conducted by the Debtor thereon, under present or future Leases, which are hereby specifically assigned and transferred to the Secured Party, on behalf of certain lenders);

(g) any and all Awards and Insurance Proceeds, or proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof (provided that no right, consent or authority to sell the Mortgaged Property or any portion thereof shall be inferred or deemed to exist by reason hereof) in each case, to the extent received by Debtor; and the Debtor hereby authorizes, directs and empowers the Secured Party, at its option, on the Debtor's behalf, or on behalf of the successors or assigns of the Debtor, to adjust, compromise, claim, collect and receive such proceeds; to give acquittances therefor; and, after deducting expenses of collection, including reasonable, documented attorneys' fees, costs and disbursements, to apply the net proceeds, to the extent not utilized for the Restoration of the Mortgaged Property as provided in the Loan Agreement, to payment of the Obligations, notwithstanding the fact that the same may not then be due and payable or that the Obligations are otherwise adequately secured; and the Debtor agrees to execute and deliver from time to time such further instruments as may be reasonably requested by the Secured Party to confirm such assignment to the Secured Party of any such proceeds;

(h) all right, title and interest of Debtor in and to all rights reserved to or granted to the developer or declarant under the provisions of any development rights or other similar agreement, or any declaration of restrictive covenants and easements affecting the Land or the Mortgaged Property; and

(i) all estate, right, title and interest, homestead or other claim or demand, as well as in law as in equity, which the Debtor now has or hereafter may acquire of, in and to the Mortgaged Property, or any part thereof, and any and all other property of every kind and nature from time to time hereafter (by delivery or by writing of any kind) conveyed, pledged, assigned or transferred as and for additional security hereunder by the Debtor or by anyone on behalf of the Debtor to the Secured Party.

All capitalized terms not herein defined are defined in the Loan Agreement, dated January 24, 2023, by and between, *inter alia*, Debtor and Secured Party, as administrative agent for the benefit of lenders described therein.

SCHEDULE 1

Legal Description

PARCEL 1:

LOTS 4-A AND 4-B, ACCORDING TO THE SURVEY OF STONEHAVEN ADDITION TO PELHAM PARKWAY COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 38, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. BEING A RESURVEY OF LOT 4 OF LOTS 3 AND 4 PELHAM PARKWAY COMMERCIAL SUBDIVISION RECORDED IN MAP BOOK 27, PAGE 86 SHELBY COUNTY, ALABAMA AND ACREAGE.

PARCEL 2:

A NON-EXCLUSIVE, PERPETUAL EASEMENT, RUNNING WITH THE LAND, FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE 24 FOOT INGRESS/EGRESS EASEMENT LOCATED ON LOT 2 AS SHOWN ON THE MAP AND SURVEY OF PELHAM PARKWAY NORTH COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 27, PAGE 113 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL 3:

A NON-EXCLUSIVE, PERPETUAL EASEMENT, RUNNING WITH THE LAND, FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE 24 FOOT INGRESS/EGRESS EASEMENT AS SHOWN ON THE MAP AND SURVEY OF LOT 1, PELHAM PARKWAY COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 26, PAGE 116 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL 4:

A NON-EXCLUSIVE, PERPETUAL EASEMENT, RUNNING WITH THE LAND, FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE 24 FOOT INGRESS/EGRESS EASEMENT AS SHOWN ON THE MAP AND SURVEY OF LOT 2, PELHAM PARKWAY COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 27, PAGE 44 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL 5:

A NON-EXCLUSIVE, PERPETUAL EASEMENT, RUNNING WITH THE LAND, FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE 24 FOOT INGRESS/EGRESS EASEMENT AS SHOWN ON THE MAP AND SURVEY OF LOT 3, PELHAM PARKWAY COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 27, PAGE 86 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

For Informational Purposes Only:

Address: 3340 Pelham Parkway, Pelham, AL

Tax Number: 13-6-24-3-002-001.006 & 13-6-24-3-002-012.008

Schedule 1 – Page 1

A.12.02. UCC-1 Exhibit (Pelham, AL)
Fifth Third Bank | Oak Street | Walgreens Portfolio
141931546



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/25/2023 03:30:51 PM
\$47.00 JOANN
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Allie S. Bayl