

County Division Code: AL040
Inst. # 2023107253 Pages: 1 of 4
I certify this instrument filed on
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Judge of Probate
Jefferson County, AL. Rec: \$37.00

Clerk: NICOLE

20231205000351500
12/05/2023 02:39:01 PM
UCC1 1/4

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Jami Maginness / 941-364-2795
B. E-MAIL CONTACT AT SUBMITTER (optional) JMaginness@shumaker.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;">Saralyn Abel Dorrill, Esq. Shumaker, Loop & Kendrick, LLP PO Box 49948 Sarasota, FL 34230-6948</div> SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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 R.K.M. Development Corp.			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 147 2nd Avenue South, Suite 400		CITY St. Petersburg	STATE FL	POSTAL CODE 33701
			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 The Northern Trust Company, an Illinois banking corporation			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1515 Ringling Blvd., Suite 1100		CITY Sarasota	STATE FL	POSTAL CODE 34236
			COUNTRY USA	

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

The personal property described in Exhibit "B" annexed hereto, which is located on the real property described in Exhibit "A" annexed hereto.

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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 <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <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	
7. ALTERNATIVE DESIGNATION (if applicable):	
8. OPTIONAL FILER REFERENCE DATA: N00015-285164 (county)	

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

R.K.M. Development Corp.

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):

**R.K.M 'BAMA, Inc.
RKM Stadium Trace, L.L.C.**

16. Description of real estate:

17. MISCELLANEOUS:

EXHIBIT "A"

Lot 2-A, Trace Crossings Commercial Subdivision Resurvey No. 1, Section 27, Township 19 South, Range 3 West, Jefferson County, Alabama, as recorded in Map Book 193, Page 89 in the Probate office of Jefferson County, Alabama, Birmingham Division and Map Book 32, Page 20, in the office of Jefferson County, Alabama, Bessemer Division, and further described as follows:

Begin at the Northwestern corner of said lot 2-A thence run Southeasterly along the Northerly line thereof for a distance of 76.21 feet to the point of commencement of a curve to the left, said curve having a central angle of 19 degrees 51 minutes 22 seconds and a radius of 660.00 feet; thence run Easterly along the arc of said curve for a distance of 228.73 feet to the point of commencement of a curve to the right, said curve having a central angle of 1 degree 46 minutes 26 seconds and a radius of 575.00 feet; thence run Southwesterly along the arc of said curve for a distance of 17.80 feet; thence run Southerly along the tangent if extended from said curve for a distance of 85.00 feet; thence turn on angle to the right of 6 degrees 44 minutes 25 seconds and run Southwesterly for a distance of 102.24 feet; thence turn an angle to the left of 6 degrees 44 minutes 25 seconds and run Southerly for a distance of 65.01 feet to the point of commencement of a curve to the left, said curve having a central angle of 99 degrees 56 minutes 58 seconds and a radius of 40.00 feet; thence run Southerly and Westerly along the Arc of said curve for a distance of 69.78 feet; thence run Northwesterly along the tangent if extended from said curve for a distance of 253.94 feet; thence turn an angle to the right of 81 degrees 18 minutes 29 seconds and run Northeasterly for a distance of 278.19 feet to the POINT OF BEGINNING.

AND

Lot 1, according to the Survey of Walgreens - Pelham, as recorded in Map Book 23, Page 88, in the Probate Office of Shelby County, Alabama.

EXHIBIT "B"

All rights, title and interest of Debtors in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other material now or hereafter on the property described in Exhibit "A" (herein referred to as "Property") or under or above the same or any part or parcel thereof.

All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under the Property or any part thereof and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtors; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein; together with all proceeds, additions and accessions thereto and replacements thereof.

All of the water, sanitary and storm sewer systems now or hereafter owned by the Debtors which are now or hereafter located by, over, and upon the Property or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer liners, including mains, laterals, manholes and appurtenances.

All paving for streets, roads, walkways or entranceways now or hereafter owned by Debtors and which are now or hereafter located on the Property or any part or parcel thereof.

All of Debtors' interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by Debtors during the life of the security agreements or any extension or renewal thereof, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or deposits and advance rentals.

Any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of the Property described in Exhibit "A" or in this exhibit.

All of the right, title and interest of the Debtors in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all proceeds or sums payable for the loss of or damage to (a) the Property described in Exhibit "A" or herein, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Property.

All of the right, title and interest of the Debtors in and to any trade names, names of businesses, or fictitious names of any kind used in conjunction with the operation of any business or endeavor located on the Exhibit "A" Property.

All of Debtors' interest in all utility security deposits or bonds on the Exhibit "A" Property or any part or parcel thereof.

All contracts and contract rights, general intangibles and accounts receivables now or hereafter owned or entered into by Debtors in connection with development, construction upon or operation of the Property.

Notwithstanding any of the foregoing to the contrary set forth in the UCC-1, pursuant to the requirements of Section C 2a (9) of the Federal Emergency Management Agency's revised 2007 edition of the Mandatory Purchase of Flood Insurance Guidelines (the "FEMA Guidelines"), this UCC-1 excludes "inventory or other trade or business moveable property" as that phrase is utilized in the FEMA Guidelines. The term "personal property" as used and defined in this UCC-1 shall be strictly construed to mean such property that is attached to and affixed to the real property so as to become fixtures thereon, and to property rights that may, by operation of law, be defined as personal property, but are integral to and a permanent part of the land, such as utility and water means delivery, and effluent treatment or extraction from the land. "Personal property" shall not be interpreted to mean moveable contents in or upon the land, including but not limited to furniture, paintings, jewelry or items of personalty that may be insured separately from the buildings or structures upon the land.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 12/05/2023 02:39:01 PM
 \$43.00 PAYGE
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Allen S. Bayl