

UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
JOSEPH A. PROBASCO, ESQ. (813) 224-9255

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bush Ross, P.A., c/o Joseph A. Probasco
1801 NORTH HIGHLAND AVENUE
TAMPA, FLORIDA 33602

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20220825000333630

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 Part(y)(ies) authorizing this Termination Statement

3. ☐ ASSIGNMENT: 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; check ASSIGN Collateral box in Item 8 and describe the 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: AND Check one of these three boxes to:
This Change affects ☐ Debtor or ☐ Secured Party of record ☐ 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: Check only one box: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN* collateral
Indicate collateral: *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8

SEE EXHIBIT A ATTACHED HERETO.

THIS UCC FINANCING STATEMENT IS RECORDED AS ADDITIONAL SECURITY FOR THAT CERTAIN MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING FILED FOR RECORD AUGUST 25, 2022 AND RECORDED IN INSTRUMENT NUMBER 20220825000333610 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, SECURING INDEBTEDNESS IN THE ORIGINAL PRINCIPAL AMOUNT OF \$15,431,700.00, UPON WHICH MORTGAGE RECORDING TAX HAS BEEN PAID IN FULL.

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
TRUIST BANK

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
018468.00083 (SHELBY COUNTY, ALABAMA)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form

20220825000333630

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME

TRUIST BANK

OR

12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

13a. ORGANIZATION'S NAME

Inverness Office Park AL, LLC

OR

13b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR (CHECK ONE BOX):

☐

ITEM 8 (Collateral) OR

☐

OTHER INFORMATION (Please Describe)

15. This FINANCING STATEMENT AMENDMENT:

☐

covers timber to be cut

☐

covers as-extracted collateral

☒

is filed as a fixture filing

17. Description of real estate:

See Exhibit A-1 attached hereto.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:

EXHIBIT A TO UCC FINANCING STATEMENT

This financing statement covers all of the following property of Debtor, whether now or hereafter owned, existing, acquired or arising and wherever now or hereafter located:

All of Debtor's right, title and interest in, to and under the real property more particularly described on **Exhibit A-1**, attached hereto and incorporated herein by reference (the "Real Property"), together with (i) all buildings, structures, roads, walkways, parking areas, recreation facilities and other improvements now or hereafter located on the Real Property or on any part or parcel of the Real Property (the "Improvements"); (ii) all tenements, hereditaments, easements and appurtenances belonging to the Real Property or in any way appertaining to the Real Property, now or hereafter belonging to or to be used in connection with the Real Property or on any part or parcel of the Real Property; (iii) all furniture, fixtures, appliances, machinery, equipment and all personal property and any replacements and proceeds and substitutions thereof, owned by Debtor and now located on the Real Property, attached to, or hereafter acquired or located thereon or attached thereto, and all lighting, heating, cooking, ventilating, air conditioning, incinerating, sprinkling and plumbing systems, and all cooking appliances, cabinets, windows, doors and all wall to wall carpeting located thereon; all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property (as hereinafter defined) or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the Improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets; and all inventory, contract rights, cash, proceeds, profits, income, rent, accounts receivable, lease agreements, lease payments, insurance proceeds, deposit and other accounts, logos, trademarks, and all trade name agreements, and all replacements and proceeds relating thereto now owned or hereafter acquired by Debtor, in connection with the Property; (iv) all equipment, machinery, apparatus, fittings, fixtures, furniture, furnishings and personal property of every kind or description whatsoever now or hereafter located on the Real Property or on any part or parcel of the Real Property or in or on any of the Improvements, and used in connection with the operation or maintenance of the Real Property or any of the Improvements, including, without limitation, all plumbing, lighting, ventilating, refrigerating, water-heating, incinerating, air-conditioning and heating, and sprinkling equipment and systems, all screens, awnings and signs, and all accessions and additions to and replacements of the foregoing and all proceeds (direct and remote) of the foregoing; (v) all rights in now existing and hereafter arising easements, rights of way, rights of access, water rights and courses, sewer rights, air rights, development rights and other rights relating to the Real Property or on any part or parcel of the Real Property or any of the Improvements; (vi) all as-extracted property of any type and form, including, without limitation, all gas, oil and mineral rights of every nature and kind, all timber-to-be-cut and all other rights now or hereafter located on the Real Property or under the Real Property or on or under any part or parcel of the Real Property, and all of Debtor's rights to or arising directly or indirectly out of all

as-extracted collateral; (vii) all of Debtor's rights as a declarant or developer under any declaration of condominium, homeowners' association declaration, bill of assurances, restrictive covenants, protective covenants, commercial property owner's association or similar organization or association or development documentation now or hereafter in effect with respect to the Real Property; (viii) all authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the ownership, use and operation of the Real Property; (ix) all plans and specifications prepared for construction of the Improvements on the Real Property and all studies, data and drawings related thereto, together with all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of the Improvements on the Real Property; (x) all leases, undertakings to lease, contracts to rent, and other agreements for use, occupancy or possession now or hereafter in force with respect to the Real Property or any part or parcel of the Real Property or any of the Improvements, any and all guaranties of the foregoing, and any and all other leases, occupancy agreements, contracts, licenses, permits and arrangements now or hereafter affecting the Real Property or any part or parcel of the Real Property or any of the Improvements, whether written or oral and whether now or hereafter existing; (xi) all rents, issues, income, revenues and profits now or hereafter accruing from, and all accounts and contract rights now or hereafter arising in connection with, the Real Property or any part or parcel of the Real Property or any of the Improvements, including, without limitation, all rents, issues, income, revenues and profits accruing from, and all accounts and contract rights arising in connection with, the leases, together with all monies and proceeds now or hereafter due or payable with respect thereto or on account thereof, and all security deposits, damage deposits and other funds paid by any lessee, sublessee, tenant, subtenant, licensee, permittee or other obligee under any leases, subleases, licenses or permits, whether paid in a lump sum or installments; (xii) all building materials, supplies, goods, machinery and equipment delivered to the Real Property and placed on the Real Property for the purpose of being affixed to or installed or incorporated or otherwise used in or on the Real Property or any part or parcel of the Real Property or any of the Improvements, and all accessions and additions to and replacements of the foregoing and all proceeds (direct or remote) of the foregoing; (xiii) all payments, awards, judgments and settlements (including interest thereon) to which Debtor may be or become entitled as a result of the exercise of the right of eminent domain with respect to the Real Property or any part or parcel of the Real Property or any of the Improvements; (xiv) all policies of insurance whether currently in existence or hereafter coming into existence which insure against loss or damage to any property described above, including, without limitation, the Real Property and the Improvements and all proceeds from and payments under such policies; (xv) all franchises, names, tradenames, signs, marks and trademarks under which any business located on the Real Property is operated or known; and (xvi) all substitutions, accessions, additions and replacements to any of the foregoing and all products and proceeds of any of the foregoing, or with respect to the Real Property (collectively, the "Property").

EXHIBIT A-1 TO UCC FINANCING STATEMENT**Legal Description**

(Building Nos. 40, 42, 44 and 46)

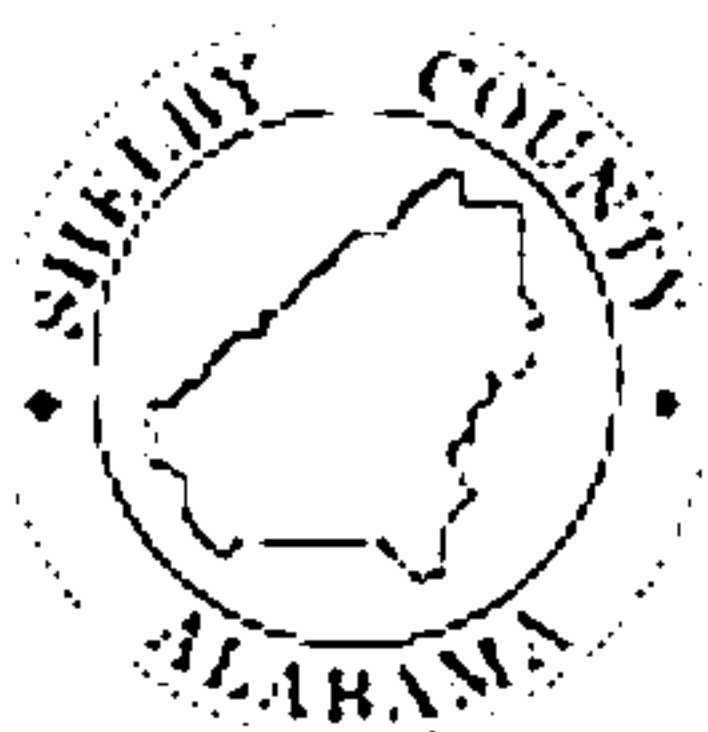
Part of the East 1/2 of Section 35, Township 18 South, Range 2 West and the West 1/2 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, and run N 45°29'10" E along the diagonal line from the Southwest corner to the Northeast corner of said 1/4-1/4 section, being the same as the Southeast line of a resurvey of Lot 2-D of Cahaba River Park, as recorded in Map Book 8, Page 95 in the Probate Office of Shelby County, Alabama, 1791.69 feet to a 5/8" rebar, being the Northwestern corner of Lot 4A of the Survey of Resource Center, as recorded in Map Book 24, Page 118 in the Probate Office of Shelby County, Alabama; thence S 45°56'49" E along the Southwesterly line of said Lot 4A, 82.80 feet to an existing rod & cap corner and angle point of said Lot 4A, said point also being on the west line of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama; thence S 00°08'37" E along said Section line and west line of said subdivision, 557.20 feet to an existing rod & cap; thence S 88°23'57" E along the south line of said Resource Center survey 391.12 feet to an existing 1 inch crimped iron and the common corner with Inverness Office Center Building 22 survey; thence the following courses along the common property line with said Building 22 survey, S 01°36'03" W, 166.03 feet; thence S 36°15'02" W, 682.41 feet to a point on the back of curb of an existing drive, said point being on a curve to the left, having a radius of 275.00 feet and a central angle of 19°48'04"; thence the following courses along the existing back of curb and a common property line with said Building 22 survey, S 43°20'02" E, along the chord of said curve, 94.57 feet to the point of tangent; thence S 53°14'04" E, 133.54 feet to the point of curve of a curve to the right, having a radius of 229.01 feet and a central angle of 43°55'17"; thence S 24°52'29" E along the chord of said curve, 171.28 feet to the point of tangent; thence S 02°29'00" E, 36.87 feet to point of curve of a curve to the left having a radius of 58.90 feet and central angle of 20°29'35"; thence S 12°43'48" E along the chord of said curve, 20.95 feet to the point of tangent; thence S 22°58'36" E, 5.09 feet to the point of curve of a curve to the left, having a radius of 68.08 feet and a central angle of 55°46'18"; thence S 50°51'45" E along the chord of said curve, 63.68 feet to a point on a curve to left on the Northwestern right of way of Inverness Center Parkway, said curve having a radius of 985.24 feet and a central angle of 28°50'14"; thence the following courses along said right of way of Inverness Center Parkway, S 48°56'24" W along the chord of said curve, 490.66 feet to the point of tangent; thence S 34°31'17" W, 167.46 feet to the point of curve of a curve to the right, having a radius of 1184.57 feet and a central angle of 21°57'41"; thence S 45°30'08" W along the chord of said curve, 451.27 feet to the point of tangent; thence S 56°28'58" W, 112.67 feet to the point of curve of a curve to the left, having a radius of 1469.86 feet and a central angle of 01°54'49"; thence S 55°31'34" W along the chord of said curve, 49.09 feet to a point on said curve; thence leaving said right of way, N 01°40'59" E, 427.65 feet to an existing 1 1/4 inch crimped iron; thence North 63°49'01" West, 334.90 feet to an existing 1 1/2 inch crimped iron; thence South 40°42'16" West, 310.00 feet to an existing 1 1/2 inch crimped iron; thence North 63°46'33" West, 639.96 feet to an existing 1 inch crimped iron on the Northwestern line of herein described site; thence North 26°14'07" East along said Northwestern line of site, 820.12 feet to the point of beginning.

TOGETHER WITH the benefits of a Reciprocal Easement Agreement by and between HUB Properties Trust, a Maryland Real Estate Investment Trust, successor by merger with CW Hoover Properties LLC, a Delaware limited liability company, and SIR Properties Trust, a Maryland Real Estate Investment Trust, dated February 10, 2012, filed for record on February 22, 2012, at 11:47 am, and recorded in Inst. No. 20120222000062790.

LESS AND EXCEPT:

Lots 3 and 4, Inverness Office Park Resurvey, being a Resurvey, recorded in Map Book 61, Page 14 in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/12/2025 10:08:53 AM
\$47.00 JOANN
20250212000042510

Allie S. Bayl