

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Ian Burt (205) 226-8751
B. E-MAIL CONTACT AT SUBMITTER (optional) iburt@balch.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Balch & Bingham LLP c/o Ian Burt 1901 Sixth Ave N, Suite 1500 Birmingham, AL 35203</div> <div>SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</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 PECK PROPERTIES LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 7290 Cahaba Valley Rd		CITY Birmingham	STATE AL	POSTAL CODE 35242
			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 USA	

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 PNC BANK, NATIONAL ASSOCIATION			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1819 Fifth Ave N		CITY Birmingham	STATE AL	POSTAL CODE 35203
			COUNTRY USA	

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

Some or all of the 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.

3 pages attached (Addendum, Exhibit A and Exhibit B)

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 with the Office of the Judge of Probate of Shelby County, AL	

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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME PECK PROPERTIES LLC	
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 <u>one</u> 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					
OR	10a. ORGANIZATION'S NAME				
	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. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <u>or</u> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)					
OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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: Real property described on Exhibit B, attached hereto and made a part hereof.

17. MISCELLANEOUS:

EXHIBIT A

The following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property now owned or held or hereafter acquired (collectively, the “**Collateral**”), to wit:

(a) All of the Debtor’s estate in the premises described in **Exhibit B**, together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, air rights, oil rights, gas rights, mineral rights and all other rights and appurtenances thereunto belonging or appertaining, and all of the Debtor’s estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the “**Land**”);

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, equipment and other goods, which in each case have become so related to the Land that an interest in them arises under real property law, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, appurtenant to, located in or used in connection with those buildings, structures or other improvements (the “**Improvements**”);

(c) All of the Debtor’s right, title and interest in and to all agreements, plans, franchises, management agreements, approvals (whether issued by a governmental authority or otherwise) and other documentation or written or recorded work product required for or in any way related to the development, construction, renovation, use, occupancy or ownership of the Improvements, if any, whether now existing or hereafter arising (the “**Development Documents**”), including all (i) plans, specifications and other design work for buildings and utilities, (ii) architect’s agreements and construction contracts and warranties, (iii) environmental reports, surveys and other engineering work product, (iv) permits and licenses and (v) agreements of sale, purchase options and agreements for easements and rights of way benefiting the Land, and the Debtor further covenants and agrees to execute and deliver to the Mortgagee, on demand, such additional assignments and instruments as the Mortgagee may require to implement, confirm, maintain or continue any grant or assignment of rights in the Development Documents;

(d) All rents, income, issues and profits arising or issuing from the Land and the Improvements and advantages and claims against guarantors of any Leases (defined below) (the “**Rents**”) including the Rents arising or issuing from all leases (including, without limitation, oil and gas leases), licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the “**Leases**”), all of which Leases and Rents are hereby assigned to the Mortgagee by the Debtor. The foregoing assignment shall include all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties, and all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Debtor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Debtor, however, shall have a license to collect retain and use the Rents so long as no Event of Default shall have occurred and be continuing or shall exist, and provided further that such license to collect Rents shall terminate and cease automatically upon the occurrence of any such Event of Default without the necessity of any notice or other action whatsoever by Mortgagee. The Debtor will execute and deliver to the Mortgagee, on demand, such additional assignments and instruments as the Mortgagee may require to implement, confirm, maintain and continue the assignment of Rents hereunder; and

(e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

EXHIBIT B**Legal Description**

The following real property situated in Shelby County, Alabama:

PARCEL I:

A parcel of land situated in the West 1/2 of the Southeast 1/4 of Section 29, Township 18 South, Range 1 West, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 29, Township 18 South, Range 1 West; thence in a Northerly direction along the West line of Southeast 1/4 of said section a distance of 1223.09 feet to the point of beginning; thence $114^{\circ}31'$ to the right and in a Southeasterly direction a distance of 397.24 feet to a point on the Westerly right of way line of Cahaba Valley Road; thence $90^{\circ}00'$ to the left and in a Northeasterly direction along the Westerly line of Cahaba Valley Road a distance of 141.13 feet to a point; thence $81^{\circ}29'$ to the left and in a Northwesterly direction a distance of 501.26 feet to a point on the West line of the Southeast 1/4 of said section; thence $123^{\circ}02'$ to the left and in a Southerly direction along said West line a distance of 236.91 feet to the point of beginning.

Together with rights granted in that certain Drainage Easement between Continental 120 Fund LLC and Joseph & Williams, L.L.C., recorded November 16, 2005 in Instrument 20051116000598470, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT any part of subject property lying within a road right of way.

ALSO:

A parcel of land situated in the Northwest one-quarter of the Southeast one-quarter of Section 29, Township 18 South Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of said quarter-quarter and run North along the West line of said quarterquarter for a distance of 132.06 feet to the POINT OF BEGINNING; thence leaving said North line, turn a deflection angle of $120^{\circ}51'37''$ to the right and run in a Southeasterly direction for a distance of 499.38 feet; thence turn an interior angle of $93^{\circ}34'18''$ to the left and run In a Southwesterly direction for a distance of 20.50 feet; thence turn an interior angle of $84^{\circ}05'16''$ to the left and run In a Northwesterly direction for a distance of 501.08 feet to the POINT OF BEGINNING.

LESS AND EXCEPT any portion of subject property lying within a road right of way.

All being situated in Shelby County, Alabama.

PARCEL II:

A part of Tracts 6 and 7 of a survey of the D.N. Lee Estate, as surveyed by W.R. Walker, on August 2, 1951 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 29, Township 18 South, Range 1 West, thence South along the West line of said quarter-quarter a distance of 104.74 feet (104.82 feet deed) an iron pipe found at the point of beginning, thence continue along said line a distance of 215.43 feet to an axle found, thence turn an interior angle of $125^{\circ}53'37''$ to the right and in a Southeasterly direction a distance of 312.29 feet to an iron pin set on the Western right-of-way of Alabama Highway 119, also known as Cahaba Valley Road (80° R.O.W.), thence turn an interior angle of $79^{\circ}00'07''$ to the right and in a Northeasterly direction along said right-of-way a distance of 255.14 feet to an iron pin set, thence turn an interior angle of $89^{\circ}58'54''$ ($90^{\circ}00'00''$ deed) to the right and in a Northwesterly direction 397.34 feet to the point of beginning.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/24/2025 12:32:21 PM
\$43.00 BRITTANI
20250224000054160

Allen S. Bayal