

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Schott & Hamilton, LLC
1610 Des Peres Road, Suite 385
St. Louis, Missouri 63131

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Print

Reset

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)

1a. ORGANIZATION'S NAME
BZCP CALERA AL LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS
260 East Main Street, Suite 2746

CITY
Rochester

STATE
NY

POSTAL CODE
14604

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)

2a. ORGANIZATION'S NAME

OR

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)

3a. ORGANIZATION'S NAME
LNL REIT HOLDING, LLC

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS
1450 Brickell Avenue, Suite 2600

CITY
Miami

STATE
FL

POSTAL CODE
33131

COUNTRY
USA

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

All collateral described on Exhibit A attached hereto.

Property Address: 8370 Highway 31; Calera, AL 35040

This UCC Financing Statement is additional security for the mortgage executed by Debtor in favor of Secured Party recorded contemporaneously herewith in Shelby County, Alabama whereby Debtor has granted Secured Party a first mortgage lien position in the real property described in Exhibit A attached hereto.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (If applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
File with Shelby County, Alabama Recorder of Deeds

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 BZCP CALERA AL 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 <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				
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 <u>or</u> ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> 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: Please see Schedule 1 attached hereto and the Mortgage recorded contemporaneously herewith in respect to the real property described in Exhibit A.

17. MISCELLANEOUS:

Exhibit A**DEBTOR: BZCP CALERA AL LLC****SECURED PARTY: LNL REIT HOLDING, LLC**

All estate, right, title and interest which Debtor now has or may later acquire in and to the following property together with a security interest in and a lien on the following described property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property"):

i. all right, title and interest of Debtor, whether vested or contingent and whether now owned or hereafter acquired, in and to (1) that certain piece or parcel of land located in Shelby County, Alabama (the "Land"), which Land is more particularly described on **Schedule 1** attached hereto and made a part hereof, (2) all buildings, structures and other improvements now or hereafter situated on the Land (collectively, the "Buildings", each a "Building"), (3) all fixtures now or hereafter situated in or on, or attached to, the Land or any of the Buildings (collectively, the "Fixtures"), and (4) all trees, shrubbery, crops and other plantings now or hereafter grown on the Land; and

ii. all right, title and interest of Debtor (as owner, chattel lessee or otherwise), whether vested or contingent and whether now owned or hereafter acquired, in and to (1) all right, title and interest in and to any building materials, supplies and other property now or hereafter stored at or delivered to the Land or any other location for installation in or on the Land or any of the Buildings, (2) all right, title and interest in and to any equipment, machinery, appliances, furniture, furnishings, fittings, apparatus, supplies and other tangible personal property now or hereafter situated in or on, or attached to, the Land or any of the Buildings (all of the property described in this clause (2) or in the immediately preceding clause (1) being collectively referred to as the "Equipment") (the Buildings, the Fixtures and the Equipment being collectively referred to herein as the "Improvements"), (3) all right, title and interest in and to any oil, gas and other minerals now or hereafter situated in, on, under or about, or produced from or allocated to, the Land, and (4) all right, title and interest in and to any plans, specifications, drawings, books, records and similar items now or hereafter relating to the Land, the Improvements or any business or other operations now or hereafter conducted therein or thereon; and

iii. all right, title and interest of Debtor, whether vested or contingent and whether now owned or hereafter acquired, in and to all streets, roads, sidewalks, alleys, ways, passages, public places, vaults, water courses, levees, ditches, wells, reservoirs, strips and gores adjoining or otherwise providing access to, or used or intended to be used in connection with, the Land, any of the Improvements or any other part of the Property, and the land lying in the bed thereof; and

iv. all right, title and interest of Debtor, whether vested or contingent and whether now owned or hereafter acquired, in and to all easements, rights-of-way and other rights of use or passage (whether public or private), estates, interests, benefits, powers, rights (including

development, declarant, lateral support, drainage, slope, riparian, littoral, sewer, water, air, oil, gas, mineral and subsurface rights), privileges, claims, franchises, licenses, profits, tenements, hereditaments, reversions, remainders and appurtenances now or hereafter belonging, relating, appertaining or allocated to the Land, the Improvements or any other part of the Property; and

v. all right, title and interest of Debtor, in and to, and all rights, powers, privileges and benefits of Debtor in, to and under:

a) all leases, subleases, lettings, sublettings, concessions, licenses, occupancy and use agreements and similar arrangements, whether oral or written, now or hereafter relating to all or any part of the Land, any of the Improvements or any other part of the Property (collectively, the “Leases”) (all present and future lessees, tenants, concessionaires, licensees, occupants and other users of all or any part of the Property under any of the Leases being collectively referred to herein as the “Tenants”), including any subleases under any of the Leases, any tenancies following attornment and any use and occupancy arrangements created pursuant to Section 365 of the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (as amended from time to time, the “Bankruptcy Code”), or pursuant to any other provision of the Bankruptcy Code or any other present or future law relating to bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution, conservatorship, receivership or similar relief for debtors (the Bankruptcy Code and each such other law being sometimes referred to in this herein as an “Insolvency Law”); and

b) any and all presently effective and future guaranties and other surety arrangements of, for or otherwise relating to any of the Leases (collectively, the “Lease Guaranties”) (all present and future guarantors and other sureties under any of the Lease Guaranties being collectively referred to herein as the “Lease Guarantors”); and

c) leases, licenses, easements and/or other rights in or to and/or agreements relating to any off-site parking necessary, required or desirable in connection with Leases or for use of the Property.

vi. all right, title and interest of Debtor in and to, and all rights, powers, privileges and benefits of Debtor with respect to, any and all present and future security for, under or otherwise relating to any of the Leases or any of the Lease Guaranties, whether arising by statute, by agreement or otherwise (collectively, the “Security”), including property of any Tenant or any Lease Guarantor and cash deposits, advance rentals and deposits and payments of a similar nature, together with all rights of Debtor and any other person claiming under Debtor to collect, hold, return and retain the Security; provided, however, that Debtor shall be permitted, and is hereby granted a revocable license, until the occurrence of any Event of Default (as hereinafter defined), to collect, hold, return and retain the Security, but only in accordance with applicable laws and agreements (subject, however, to the provisions of any lockbox, escrow, rental collection, cash management, direct pay or similar agreements relating to the Security now or hereafter in effect), which permission and license shall automatically and immediately terminate, without notice to Debtor and without the necessity of any other action by any person, upon the occurrence of any Event of Default; and

vii. all right, title and interest of Debtor, whether vested or contingent and whether now owned or hereafter acquired, in and to all rents, royalties, issues, profits, revenues, income and other money and benefits (including non-cash consideration and “Rents” as defined in Uniform Commercial Code in effect in the State of Alabama) of and from the Land, any of the Improvements, any other part of the Property or any business or other operations now or hereafter conducted therein or thereon by or on behalf of or for the benefit of Debtor, whether now or hereafter payable or accruing and whether now or hereafter deliverable (collectively, the “Rents”), including (1) all money and other consideration from time to time paid, payable or accruing, or from time to time delivered or deliverable, to or for the benefit of Debtor, or to which Debtor otherwise may be entitled, under or in connection with any of the Leases or any of the Lease Guaranties (including cancellation or termination payments and damages payable in connection with any default), and (2) all money and other consideration from time to time paid, payable or accruing, or from time to time delivered or deliverable, by or on behalf of any other licensees, invitees, guests, customers, occupants or other users of any such Property, together with all rights of Debtor and any other person claiming under Debtor to collect and use the Rents; provided, however, that Debtor shall be permitted, and is hereby granted a revocable license, until the occurrence of any Event of Default, to collect the Rents as, but not before, they become due and payable (subject, however, to the provisions of any lockbox, escrow, rental collection, cash management, direct pay or similar agreements relating to the Rents now or hereafter in effect), which permission and license shall automatically and immediately terminate, without notice to Debtor and without the necessity of any other action by any person, upon the occurrence of any Event of Default; and

viii. all right, title and interest of Debtor (whether as seller, purchaser or otherwise) in and to (1) all presently effective and future agreements for purchase and sale or other transfer of all or any part of the Property, (2) all down payments, earnest money deposits and other money or security paid or payable or deposited or to be deposited in connection with any such agreement, (3) all proceeds of any sale, assignment or other disposition of all or any part of the Property or any rights thereto or any interest therein, and (4) all proceeds of any other conversion of any such Property, rights or interest into cash or any liquidated claim; and

ix. all right, title and interest of Debtor in and to (1) all judgments, settlements, claims, awards, insurance proceeds and other proceeds and compensation, and any interest thereon (collectively “Compensation”), made or payable at any time in connection with any fire, casualty or other damage or loss to all or any part of the Property, or in connection with any condemnation or eminent domain proceeding relating to all or any part of the Property (any such proceeding being referred to herein as a “Condemnation Proceeding”) or any damage to or taking of all or any part of the Property or any rights thereto or any interest therein in connection with any condemnation or exercise of the power of eminent domain (or any conveyance in lieu of or under threat of any such taking), including any Compensation for change of grade of streets or any other injury to or decrease in value (any such damage, taking or conveyance being referred to herein as a “Taking”), (2) all refunds and rebates of, or with respect to, any insurance premiums, impositions or other utility charges relating to the Property, and any interest thereon, and (3) all unearned or prepaid insurance premiums, impositions and other utility charges, any deposits with respect thereto and any interest thereon; and

x. all right, title and interest of Debtor, whether vested or contingent and whether now owned or hereafter acquired, in and to all accounts, accounts receivable, books and/or records (whatever form) option rights, contract rights, general intangibles, permits, licenses, approvals, bonuses, actions, rights in action and other intangible personal property now or hereafter arising from or relating to all or any part of the Property or any business or other operations now or hereafter conducted therein or thereon by or on behalf of or for the benefit of Debtor (including all rights of Debtor in and to any and all contracts and bonds relating to operation, maintenance, construction, renovation, restoration, repair, management or security of all or any part of the Property or any such business or other operations); and

xi. all right, title and interest of Debtor, whether vested or contingent and whether now owned or hereafter acquired, in and to all proceeds, products, extensions, additions, improvements, betterments, renewals, substitutions, replacements, accessions, accretions and relictions of or to all or any part of the Property or any interest therein; and

xii. all further or greater estate, right, title, interest, claim and demand of Debtor, of whatever character (whether vested or contingent and whether now owned or hereafter acquired), in and to any of the Property described above and any rights or interests appurtenant thereto.

Schedule 1
Legal Description

The Land is described as follows:

Lot 1, according to the Survey of Lots 1 & 2 CVS Addition to Calera Subdivision, as recorded in Map Book 40, page 52, 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
04/22/2025 01:17:25 PM
\$49.00 BRITTANI
20250422000119270

Allen S. Bayl