

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Judith E. Kreitzer (954) 525-1000
B. E-MAIL CONTACT AT FILER (optional) paul.greenwood@wallerlaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Judith E. Kreitzer Holland & Knight, LLP 515 East Las Olas Blvd., 12th Floor Fort Lauderdale, Florida 33301

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 AL Riverchase Park LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 800 Corporate Drive, Suite 305		CITY Fort Lauderdale	STATE FL	POSTAL CODE 33334
			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 BnakUnited, N.A.			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 7825 NW 148th Street, CMMLO-6802		CITY Miami Lakes	STATE FL	POSTAL CODE 33016
			COUNTRY USA	

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

All that Collateral more particularly described in Rider "A" and Exhibit "A", attached hereto and made a part hereof.
Debtor is record owner.

Given as additional security in connection with a \$13,520,000.00 mortgage recorded contemporaneously herewith

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> 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 in 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

AL Riverchase Park 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):

AL Riverchase Park LLC

16. Description of real estate:

Real property described on Exhibit "A", attached hereto and made a part hereof

17. MISCELLANEOUS:

RIDER A TO UCC-1 FINANCING STATEMENT

Financing Statement (continued)

Name of Debtor: AL RIVERCHASE PARK LLC

Item No. 4:

This financing statement covers the following collateral:

All of Debtor's right, title and interest in and to all personal property of every kind and description, whether now existing or later acquired, which now is or which at any time hereafter may be attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any part of, or from any lease or agreement pertaining to, the real property or interests in it located in the County of Shelby, State of Alabama, as more particularly described in Exhibit A attached to and made a part of this financing statement (the "**Land**"), including, without limitation:

(a) (i) Any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively the "**Improvements**"); and (ii) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent to, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; (3) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; (4) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "**Premises**");

(b) All fixtures, equipment, systems, machinery, furniture (including, but not limited to, beds, bureaus, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, game consoles, computers, cable boxes, digital music players, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, elevators, escalators, fittings, plants, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, washing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, conveyors, cabinets, lockers, shelving, spotlighting equipment, washers and dryers and customary hotel equipment), furnishings, appliances, inventory, goods, building and construction materials, supplies, and other articles of personal property, of every kind and

Financing Statement (continued)

Name of Debtor: AL RIVERCHASE PARK LLC

character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);

(c) All (i) plans and specifications for the Improvements; (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity), Swap Transactions, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits and deposit accounts arising from or relating to any transactions related to the Premises or the Accessories (including but not limited to Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts or reserves under the Mortgage or under any other Loan Documents for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, promissory notes and chattel paper (whether tangible or electronic) arising from or by virtue of any transactions related to the Premises or the Accessories, and any account or deposit account from which Debtor may from time to time authorize Secured Party to debit and/or credit payments due with respect to the Loan or any Swap Transaction, all rights to the payment of money from Secured Party under any Swap Transaction, and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Transaction; (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories (without derogation of Article 3 of the Mortgage, (vi) as-extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof; and (vii) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Debtor or in which Debtor can otherwise grant a security interest;

(d) All (i) accounts and proceeds (cash or non-cash and including payment intangibles) of or arising from the properties, rights, titles and interests referred to above in this Rider A, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity) relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and

Financing Statement (continued)

Name of Debtor: AL RIVERCHASE PARK LLC

proceeds arising out of any damage thereto; (ii) all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Rider A, (iii) all commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Rider A, and (iv) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Rider A and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Debtor in any of the property referred to above in this Rider A is a leasehold estate, this conveyance shall include, and the lien and security interest perfected hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Debtor in or to the property demised under the lease creating the leasehold estate; and

(e) All proceeds and products of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to above in this Rider A.

Concurrently herewith, Debtor, as Mortgagor, is executing for the benefit of Secured Party, as Lender, a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "**Mortgage**"), encumbering certain property as therein described. Capitalized terms used in this Rider A without definition have the meanings ascribed to them in the Mortgage. Any term used or defined in the Alabama Uniform Commercial Code, as in effect from time to time, which is not defined in this Rider A has the meaning given to that term in the Alabama Uniform Commercial Code, as in effect from time to time, when used in this Rider A. However, if a term is defined in Article 9 of the Alabama Uniform Commercial Code differently than in another Article of the Alabama Uniform Commercial Code, the term has the meaning specified in Article 9.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Mortgage with respect to any property described in it which is real property. The intention of Debtor and Secured Party is that everything used in connection with the production of income from that real property or adapted for use in or on it is and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as real property and part of the real property encumbered by the Mortgage, regardless of whether the same is physically attached to the Improvements. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Mortgage or the priority of Secured Party's lien thereby created. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that in order to be effective against a particular class of persons, including, but not limited to, the United States Government or any of its agencies, notice of Secured Party's priority of interest in any property or interests described in the Mortgage must be filed in the office where this financing statement is filed.

Financing Statement (continued)

Name of Debtor: AL RIVERCHASE PARK LLC

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOT 2, ACCORDING TO THE SURVEY OF WREN PARK SUBDIVISION, AS RECORDED IN MAP BOOK 22, PAGE 131, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

PARCEL B:

TOGETHER WITH ALL BENEFICIAL EASEMENTS SHOWN ON THAT CERTAIN MAP BOOK 22, PAGE 131, INCLUDING WITHOUT LIMITATION THAT CERTAIN 25' SLOPE EASEMENT FOR THE USE AND MAINTENANCE, REPAIR AND REPLACEMENT OF STORM AND SURFACE WATER DRAINAGE, AND THAT CERTAIN 50' SLOPE EASEMENT FOR THE USE AND MAINTENANCE, REPAIR AND REPLACEMENT OF STORM AND SURFACE WATER DRAINAGE OVER AND ACROSS THE FOLLOWING PROPERTY:

PART OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SAID SECTION; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION, 1,245.86 FEET; THENCE 90°00'00" LEFT, 431.26 FEET; THENCE 111°16'33" RIGHT 127.85 FEET TO THE BEGINNING OF A 50 FOOT EASEMENT LYING SOUTH OF AND ADJACENT TO THE FOLLOWING DESCRIBED LINE; THENCE FROM LAST STATED COURSE, 27°54'00" LEFT, 354.41 FEET TO THE END OF SAID 50 FOOT EASEMENT AND THE BEGINNING OF A 25 FOOT EASEMENT, LYING SOUTH OF AND ADJACENT TO SAID LINE; THENCE CONTINUE ALONG LAST STATED COURSE, 100.00 FEET; THENCE 20°43'00" RIGHT 482.29 FEET; THENCE 25°31'00" LEFT, 494.05 FEET; THENCE 19°30'00" LEFT 150 FEET TO THE END OF SAID EASEMENT, SAID PROPERTY BEING PART OF LOT 1, RIVERCHASE GARDENS, FIRST SECTOR, AS RECORDED IN MAP BOOK 8, PAGE 153, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; AND A PART-OF LOTS 1 AND 2, RIVERCHASE PROPERTIES SECOND ADDITION TO RIVERCHASE, AS RECORDED IN MAP BOOK 9, PAGE 40, 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 03:08:16 PM
\$47.00 BRITTANI
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Allen S. Bayl