

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT  
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented: <b>3</b>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to:  Timothy D. Davis, Esq. Gordon, Silberman, Wiggins & Childs 1400 SouthTrust Tower Birmingham, AL 35203		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office  <b>Inst # 1995-12600</b> <b>05/15/1995-12600</b> <b>09:29 AM CERTIFIED</b> <b>SHELBY COUNTY JUDGE OF PROBATE</b> <b>004 MCD</b>
2. Name and Address of Debtor (Last Name First if a Person)  Skates 280, L.L.C. 2517 Meadowood Circle, B'ham, AL 35242 and 7043 Meadowlark Drive, B'ham, AL 35242		
Pre-paid Acct. # _____		
Social Security/Tax ID # _____		
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)		
Social Security/Tax ID # _____		
<input type="checkbox"/> Additional debtors on attached UCC-E		
3. SECURED PARTY (Last Name First if a Person)  First Commercial Bank P.O. Box 11746 Birmingham, AL 35202-1746		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)
Social Security/Tax ID # _____		
<input type="checkbox"/> Additional secured parties on attached UCC-E		

5. The Financing Statement Covers the Following Types (or items) of Property:

See attached Schedule I for description of Collateral.

This UCC-1 is filed as additional security for an indebtedness secured by a Mortgage and Security Agreement and a Bridge Mortgage and Security Agreement recorded simultaneously herewith.

Debtor is the record owner of the real estate.

Check X if covered: ☐ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.	7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <b>949,995.00</b> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <b>-0-</b>
8. <input checked="" type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)	

Signature(s) of Secured Party(ies)  
(Required only if filed without debtor's Signature — see Box 6)

SKATES 280, L.L.C. By: <u>William A. Mauley</u> Its Managing Member Type Name of Individual or Business	FIRST COMMERCIAL BANK By: <u>J. M. D.</u> Retail Banking Officer Type Name of Individual or Business
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## Schedule I

All of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (herein referred to collectively as the "Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Property as between Debtor and Secured Party and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness described in and to be secured by that certain Mortgage and Security Agreement entered into by and between Debtor and Secured Party simultaneously herewith (as the same may be amended or modified from time to time, the "Mortgage");

(c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor; and

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same, reserving only the right to Debtor to collect the same so long as Debtor is not in default under the Mortgage or such collection is not otherwise restricted by the Mortgage.

Except as otherwise specifically defined herein, all capitalized words and phrases used herein shall have the respective meanings attributable to them as set forth in the Mortgage, the terms and conditions of which are hereby incorporated herein by this reference.

Schedule I - continued

All the Debtor's right, title and interest in, to and under all tangible and intangible personal property and fixtures of the Debtor, whether now owned or hereafter acquired by the Debtor, and wherever located, including the following (all such property and fixtures being hereinafter collectively called the "Collateral"):

(a) All equipment in any of its forms, now or hereafter existing (including, but not limited to all industrial machinery, equipment and fixtures, office machinery, furniture, vehicles, tools and spare parts) and all goods and other tangible personal property of the Debtor;

(b) All existing and future leases and use agreements of personal property entered into by the Debtor as lessor with other Persons as lessees, including without limitation the right to receive and collect all rentals and other monies, including security deposits, at any time payable under such leases and agreements;

(c) Any existing and future leases and use agreements of personal property entered into by the Debtor as lessee with other Persons as lessor, including without limitation the leasehold interest of the Debtor in such property, and all options to purchase such property or to extend any such lease or agreement;

(d) To the extent not described above, all fixtures of the Debtor (including but not limited to all fixtures now or hereafter located on the real estate described on Exhibit A);

(e) Any and all accessions and additions now or hereafter made or added to any of the property described in subparagraphs (a) through (d) above, any substitutions and replacements therefor, and all attachments and improvements now or hereafter placed upon or used in connection therewith, or any part thereof;

(f) All moneys of the Debtor and all bank accounts, deposit accounts, lock boxes and other accounts in which such moneys may at any time be on deposit or held and all investments or securities in which such moneys may at any time be invested and all certificates, instruments and documents from time to time representing or evidencing any of the same;

(g) All interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in subparagraphs (a) through (f) above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by the Lender for or on behalf of the Debtor in substitution for or in addition to any of said property; and

(h) All books, documents and records (whether on computer or otherwise) related to any of the items described in subparagraphs (a) through (g) above.

Any capitalized terms not specifically defined herein shall have the definition attributed to it in the Security Agreement executed by the Debtor in favor of the Secured Party.



EXHIBIT "A"

Lot 1, according to the Jessica Ingram Survey, as recorded in Map Book 3, Page 54, in the Office of the Judge of Probate of Shelby County, Alabama, and a part of the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, being more particularly described as follows:

Begin at a crimped iron pipe marking the Southeast corner of the SE 1/4 of the NE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and turning an interior angle of 89° 59' 53" from the Northerly projection of the East Line of said 1/4-1/4 section run in a Westerly direction a distance of 165.68 feet to a point marked by a crimped iron pipe; thence turn an interior angle of 270° 00' 00" and run to the left in a Southerly direction a distance of 3.97 feet to a point marked by a Judicial corner; thence turn an interior angle of 90° 12' 25" and run to the right in a Westerly direction a distance of 105.64 feet to a point marked by a Judicial corner (said Judicial corners being concrete monuments with brass disks set by Shoal Engineering for Shelby County Case #CV83-184); thence turn an interior angle of 88° 32' 28" and run to the right in a Northerly direction a distance of 4.50 feet to a point marked by a 5/8 inch rebar, said point lying on the South Line of the SE 1/4 of the NE 1/4 of said Section 31; thence turn an interior angle of 271° 12' 20" and run to the left in a Westerly direction along said South Line a distance of 1080.06 feet to a point on the Easterly right of way of Meadowlark Drive, said point marked by a rebar and cap set by Paragon Engineering, Inc.; thence turn an interior angle of 92° 04' 21" and run to the right in a Northerly direction along said Easterly right of way a distance of 166.27 feet (165 feet map) to a point marked by a rebar and cap set by Paragon Engineering, Inc.; thence turn an interior angle of 87° 27' 55" and run to the right in an Easterly direction a distance of 1357.21 feet (1360 feet map) to a point on the East line of said section marked by a 5/8 inch rebar; thence turn an interior angle of 90° 30' 38" and run to the right in a Southerly direction along said East Line a distance of 155.14 feet (165 map) to the point of beginning.

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