

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

Important: Read Instructions on Back Before Filling out Form.

☐ The Debtor is a transmitting utility
as defined in ALA CODE 7-9-105(n).

No. of Additional
Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for
filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Maurice L. Shevin, Esquire
Sirote & Permutt P.C.
P.O. Box 55727
Birmingham AL 35255-~~8272~~ 5727

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

John S. LeRoux
1770 Tulle Circle N.W.
Atlanta GA 30329

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Robert J. LeRoux
1770 Tulle Circle N.W.
Atlanta GA 30329

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

Twin Pines, Inc.
15 Office Park Circle Suite 120
Birmingham, AL 35223

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

See Attached

This financing statement is being filed simultaneously
with a mortgage in the Office of the Judge of Probate
Shelby County, AL

5A. Enter Code(s) From
Back of Form That
Best Describes The
Collateral Covered
By This Filing:

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)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed
to this state.
☐ which is proceeds of the original collateral described above in which a security interest is
perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ 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 \$

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

8. ☐ 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 5)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

John S. LeRoux

Robert J. LeRoux

(1) FILING OFFICER COPY — ALPHABETICAL
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

EXHIBIT "A" TO
UCC-1 FINANCING STATEMENT
naming
JOHN S. LEROUX AND ROBERT J. LEROUX
as Debtors

and

TWIN PINES, INC.
an Alabama Corporation
as Secured Party

Items (continued):

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS
OF PROPERTY (THE "COLLATERAL"):

Schedule of Collateral

1. Definitions. As used in this Financing Statement, the following terms have the meanings indicated below:

"Improvements" means, collectively, all structures, buildings and improvements of every kind owned by Debtor now or hereafter located on the Land, including, but not limited to, all site work, utilities, conduits, paving and landscaping, together with all Equipment (hereafter defined) to the extent constituting, by law or the provisions of the Mortgage, fixtures and accessions to and part of the Land.

"Land" means the land located in the Shelby County, Alabama, more particularly described on Schedule "1" attached hereto and as described in the mortgage.

"Mortgage" means the Mortgage, Security Agreement, Financing Statement and Assignment of Leases and Rents dated February 16, 1996, recorded or intended to be recorded in the land records of the county where the Land is located, made by Debtor to or for the benefit of Secured Party.

"Mortgaged Property" means, collectively, the Premises and the other property encumbered by the Mortgage.

"Premises" means, collectively, the Land, the Improvements, and all other property and interests of Debtor to the extent constituting, by law or the provisions of the mortgage, real property.

2. Collateral Covered. This Financing Statement covers the following property owned or hereafter acquired by Debtor, and all right, title, estate, claim and interest of Debtor in all of the following, whether now or hereafter existing, together with all rights of Debtor to receive, demand, enforce and recover the same:

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, title, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises (including, without limitation, gas, oil and mineral rights, air rights, development rights and any other rights, however denominated, to construct floor area on the Land in each instance, if any), and all right, title and interest of Debtor in, including any right to use and occupy, any land lying in the back of any street, road or avenue, open or proposed, in front of or adjoining the Land, and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises;

(b) all machinery, apparatus, equipment, fittings, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or any portion thereof, or appurtenances thereto, and used in connection with the present or future operation and occupancy of the Premises or any portion thereof, and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located in or upon the Premises or any portion thereof, and any building equipment, materials and supplies obtained for use in connection with the Premises or any portion thereof located on, attached to or contained in and/or located in the state in which the Premises is located and used in connection with the Premises, and all additions, replacements, modifications and alterations of any of the foregoing, including, but without limiting the generality of the foregoing, all heating, lighting, incinerating, waste removal and power equipment, engines, pipes, tanks, motors, conduits, switchboards, radio, television, security and alarm systems, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, escalators, elevators, ducts and compressors (collectively, the "Equipment");

(c) all right, title and interest of Debtor in and to all other furniture, furnishings, decorations, fixtures and equipment owned by Debtor and now or hereafter installed in, affixed to, placed upon and/or located in the state in which the Premises is located and used in connection with the Premises or the business conducted by Debtor thereon (collectively, the "Personal Property");

(d) all awards or payments, and any interest paid or payable with respect thereto, which may be made with respect to all or any portion of the Premises, whether from the exercise of right of condemnation, eminent domain or similar

proceedings (including any transfer made in lieu of the exercise of said right), or from any taking for public use, or for any other injury to or decrease in the value of all or any portion of the Premises (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages), all of the foregoing to be held, applied and paid in accordance with the provisions of the mortgage (collectively, the "Eminent Domain Awards");

(e) all proceeds of, and any unearned premiums on, any insurance policies covering all or any portion of the Premises to the extent applicable to the Premises, the Equipment, the Personal Property and/or the Rents (as hereinafter defined), including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to all or any portion of the Premises, the Equipment and/or the Personal Property, and any interest actually paid with respect thereto, all of the foregoing to be held, applied and paid in accordance with the provisions of the Mortgage (collectively, the "Insurance Proceeds");

(f) all agreements affecting the use or occupancy of all or any portion of the Premises now in effect or hereafter entered into (including, without limitation, licenses, concessions, tenancies and other occupancy, agreements covering or encumbering all or any portion of the Premises), together with any guarantees, supplements, amendments, modifications, extensions and renewals of the same, and all additional remainders, reversions, and other rights and estates appurtenant thereto (collectively, the "Leases") and absolutely and presently all rental fees, revenues, issues, profits, cash collateral, royalties, income, bonuses, rights and benefits due and other benefits now or in the future payable under the Leases, and all security deposits, advance rentals and payments of similar nature held by Debtor in connection with the Leases and all proceeds from any and all concessions and license agreements and all other income, issues, profits and benefits of any nature arising from the possession, use or enjoyment of the Mortgaged Property and all refunds or rebates of taxes, assessments and similar charges with respect to the Mortgaged Property or the use and possession thereof and interest paid or payable with respect thereto collectively, the "Rents"), together with the right, but not the obligation, following an Event of Default (as defined, in the Mortgage), to exercise options, to give consents and to collect, receive and receipt for the Rents and apply the Rents to the payment of the Debt (as defined in the Mortgage) and to demand, sue for and recover the Rents when due and payable;

(g) all of the right, title and interest of Debtor in and to all contract rights relating to the Mortgaged Property, including, without limitation, all permits, licenses, certificates, approvals, authorizations and other documents obtained or to be obtained in connection with the construction, use, operation or maintenance of the Premises or any portion thereof, all appurtenances and utility rights pertaining to the Premises or any portion thereto, all zoning, land use, air rights and development agreements, all operating contracts, reciprocal easement, operating and similar agreements, management agreements, service contracts, supply and maintenance

contracts, equipment leases, warranties, guaranties and all other agreements affecting the Premises or any part thereof or used in connection with the management or operation thereof, together with all of the rights, reversions or equities now or hereafter appurtenant thereto (collectively, the "Agreements");

(h) all of the right, title and interest of Debtor, to the extent assignable, in and to appraisals, architectural and engineering plans, specifications and studies, soil, environmental and other similar reports relating to the Premises and accounts receivable arising from the Premises;

(i) all rights of Debtor, to the extent assignable, in any owner's or member's association or similar group having responsibility for managing or operating any part of the Premises;

(j) to the extent assignable, all claims against any person or entity with respect to any damage to or loss of the Mortgaged Property, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements or the Equipment and any damage resulting therefrom and all the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property;

(k) all deposits or other security or advance payments, including rental payments made by or on behalf of Debtor to others, with respect to insurance policies, utility services, cleaning, maintenance, repair and similar services, refuse removal and sewer service, parking and similar services and rights, and rental of Equipment, if any, relating to or otherwise used in the operation of the Mortgaged Property;

(l) to the extent assignable, all options in connection with the purchase, lease, encumbrance or other disposition of the Mortgaged Property or any interest therein; and

(m) * any and all other, further or additional rights, title, estates and interests which Debtor may now own or hereafter acquire, in and to the Premises and/or the Mortgaged Property, and all renewals, substitutions and replacements of and all additions and appurtenances to the Premises and/or the Mortgaged Property constructed, assembled or placed by Debtor on the Premises, and all conversions of the security constituted thereby which, immediately upon such acquisition, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by Debtor, shall become subject to the lien of this Financing Statement as fully and completely, and with the same effect, as though now owned by Debtor, Debtor expressly agreeing that if Debtor shall at any time acquire any other right, title, estate or interest in and to the Premises and/or the

Mortgaged Property, the lien of this Financing Statement shall automatically attach to and encumber such other right, title, estate or interest as a first lien thereon.

Debtor hereby grants to secured Party a security interest in (a) the Equipment, (b) the Personal Property, (c) the Eminent Domain Awards, (d) the Insurance Proceeds, (e) the Leases, (f) the Rents, (g) the Agreements, and (h) all proceeds of the foregoing, and this Financing Statement shall be effective as a security agreement pursuant to the Uniform Commercial Code as enacted and in effect in the State of Alabama.

SCHEDULE I TO UCC-1 FINANCING STATEMENT
naming

JOHN S. LEROUX AND ROBERT J. LEROUX
as Debtors

and

TWIN PINES, INC.
an Alabama Corporation
as Secured Party

LEGAL DESCRIPTION OF LAND

THE SW ¼ OF THE SW ¼ OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 1 EAST AND THE NW ¼ OF SECTION 26, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA AS FOLLOWS:

BEGIN AT A 4" CHANNEL IRON FOUND AT THE ACCEPTED NW CORNER OF SECTION 26 AND THE SW CORNER OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; AND RUN IN A NORTHERLY DIRECTION ALONG THE ACCEPTED WEST LINE OF THE SW ¼ OF THE SW ¼ OF SAID SECTION 23, A DISTANCE OF 1323.26 FEET TO THE ACCEPTED NW CORNER OF THE SAID ¼ - ¼ SECTION, BEING AN OLD REBAR WITH A NEW PLASTIC CAP BEARING R.L.S. NUMBER 4092, RAYMOND SHACKLEFORD AND THE NAME "SOUTHERN LAND SURVEYING COMPANY" THENCE TURN AN INTERIOR ANGLE OF 90°55'56" AND RUN TO THE RIGHT IN AN EASTERLY DIRECTION ALONG THE ACCEPTED NORTH LINE OF SAID ¼ - ¼ SECTION A DISTANCE OF 1347.84 FEET TO A 1" REBAR FOUND AT THE ACCEPTED NE CORNER OF SAID ¼ - ¼ SECTION THENCE TURN AN INTERIOR ANGLE OF 90°58'42" AND RUN TO THE RIGHT IN AN SOUTHERLY DIRECTION ALONG THE ACCEPTED EAST LINE OF SAID ¼ - ¼ SECTION A DISTANCE OF 1241.59 FEET TO A 1" STEEL BAR FOUND IN A ROCK PILE AT THE ACCEPTED SE CORNER OF SAID ¼ - ¼ SECTIONS; THENCE TURN AN INTERIOR ANGLE OF 267°41'41" AND RUN TO THE LEFT IN AN EASTERLY DIRECTION ALONG THE ACCEPTED NORTH LINE OF THE NE ¼ OF THE NW ¼ OF SECTION 26, TOWNSHIP 18 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA A DISTANCE OF 1327.21 FEET TO A PINE KNOT FOUND AT THE ACCEPTED NE CORNER OF SAID ¼ - ¼ SECTION; THENCE TURN AN INTERIOR ANGLE OF 90°55'34" AND RUN TO THE RIGHT IN AN SOUTHERLY DIRECTION ALONG THE ACCEPTED EAST LINE OF THE NW ¼ OF SECTION 26 A DISTANCE OF 2634.77 FEET TO A 1.25" OPEN PIPE FOUND AT THE ACCEPTED SE CORNER OF SAID ¼ SECTION THENCE TURN AN

INTERIOR ANGLE OF 90°51'32" AND RUN TO THE RIGHT IN AN WESTERLY DIRECTION ALONG THE ACCEPTED SOUTH LINE OF SAID ¼ SECTION A DISTANCE OF 2694.37 FEET TO A 1" REBAR FOUND AT THE ACCEPTED SW CORNER OF SAID ¼ SECTION; THENCE TURN AN INTERIOR ANGLE OF 89°38'44" AND RUN TO THE RIGHT IN AN NORTHERLY DIRECTION ALONG THE ACCEPTED WEST LINE OF SAID ¼ SECTION A DISTANCE OF 2605.21 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

Inst # 1996-05606

GSW354768.GSW

7

02/21/1996-05606
01:19 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 23.00