

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

☐ 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:
Randall H. Morrow
Maynard, Cooper & Gale, P.C.
1901 6th Avenue North, Suite 2400
Birmingham, AL 35203-2602

Pre-paid Acct. # _____

2. Name and Address of Debtor (Last Name First if a Person)
Oak Mountain Amphitheatre, L.L.C.
1000 Amphitheater Road
Pelham, Alabama 35124

Social Security/Tax ID # _____

2A. Name and Address of Debtor (if any) (Last Name First if a Person)

Social Security/Tax ID # _____

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
AmSouth Bank
P.O. Box 11007
Birmingham, Alabama 35288
Attn: John E. Bentley

Social Security/Tax ID # _____

☐ Additional secured parties on attached UCC-E

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

All types (or items) of property described on Schedule I, Schedule II and Schedule III attached hereto and made a part hereof.

Some of the property described in Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A attached hereto and made a part hereof. The Debtor is a record owner of said Land.

* This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

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

0	0	0	9	0	0
1	0	0	—	—	—
2	0	0	—	—	—
3	0	0	—	—	—
5	0	0	—	—	—
7	0	0	—	—	—
8	0	0	—	—	—

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) \$ N/A

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)

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

SEE ATTACHED SIGNATURE PAGE

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

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

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

Type Name of Individual or Business

SCHEDULE II **TO FINANCING STATEMENT**

The Property covered by this financing statement includes all the Debtor's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into:

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of the Debtor, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts, Contracts and General Intangibles of the Debtor;
- (c) all of the Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (d) all moneys of the Debtor, all Deposit Accounts of the Debtor in which such moneys may at any time be on deposit or held, all investments or securities of the Debtor in which such moneys may at any time be invested and all certificates, instruments and documents of the Debtor from time to time representing or evidencing any such moneys;
- (e) any other property of the Debtor now or hereafter held by the Lender or by others for the Lender's account;
- (f) all interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing granting clauses, whether paid or accruing before or after the filing of any petition by or against the Debtor under the federal Bankruptcy Code, and all instruments delivered to the Lender in substitution for or in addition to any such property; and
- (g) all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing paragraphs.

Definitions

As used in this Schedule I the following terms shall have the respective meanings assigned to them as follows:

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Land.** The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Grantor either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Grantor (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Grantor and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Grantor under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together

with all right, title and interest of the Grantor in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Grantor or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Grantor thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, **Grantor** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Grantor is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

Account Debtor includes any buyer or lessee of Inventory from the Debtor, any customer for whom services are rendered or materials furnished by the Debtor and any other person obligated to the Debtor on an Account.

Accounts means any and all rights of the Debtor to the payment of money, whether or not evidenced by an instrument or chattel paper and whether or not earned by performance, including a right to payment for goods sold or leased or for services rendered by the Debtor and a right to any amount payable under a Contract.

Contracts means all Leases, documents, instruments and chattel paper of the Debtor, including any of the same that relate to any Equipment, Fixtures, Inventory, General Intangibles or other property described in the granting clauses set out in Section 2.1, or secure any Accounts, or in connection with which Accounts exist or may be created, including those (if any) described in Part 1 of Exhibit B.

Debtor means the debtor(s) described in this Financing Statement.

Deposit Accounts means all bank accounts and other deposit accounts and lock boxes of the Debtor, including any of the same established for the benefit of the Lender.

Equipment means all of the Debtor's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements and all other goods and tangible personal property of every kind and nature (other than Inventory and Fixtures), and all improvements, additions, accessions and appurtenances thereto.

Fixtures means all goods of the Debtor that become so related to particular real estate that an interest in them arises under real estate law, including any such goods affixed to the real estate described in Exhibit A.

General Intangibles means all choses in action, causes of action and other assignable intangible property of the Debtor of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, good will, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter of credit or other security held by or granted to the Debtor to secure payment of Accounts and Contracts including those (if any) described in Part 2 of Exhibit B.

Inventory means all goods, merchandise and other personal property held by the Debtor for sale or lease or furnished or to be furnished by the Debtor under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in the Debtor's present or any future business, and all such property returned to or repossessed or stopped in transit by the

Debtor, whether in transit or in the constructive, actual or exclusive possession of the Debtor or of the Lender or held by the Debtor or any other person for the Lender's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of the Debtor or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties.

Leases means (1) all leases and use agreements of personal property entered into by the Debtor as lessor with other persons as lessees, including those (if any) described in Part 3 of Exhibit B, and all rights of the Debtor under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against the Debtor under the federal Bankruptcy Code; and (2) all leases and use agreements of personal property entered into by the Debtor as lessee with other persons as lessor, including those (if any) described in Part 4 of Exhibit B, and all rights, titles and interests of the Debtor thereunder, including the leasehold interest of the Debtor in such property and all options to purchase such property or to extend any such lease or agreement.

Lender means the secured party described in this Financing Statement.

Tangible Property means all Equipment, Fixtures Inventory and other tangible personal property of the Debtor.

**SCHEDULE III
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Assignor is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Assignor of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Assignor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Assignor for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Assignor may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Assignor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule I, **Assignor** means the debtor(s) described in this financing statement.

EXHIBIT A

(Land Description)

The land referred to in this Policy is described as follows:

Parcels of land situated in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, and in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West in Shelby County, Alabama, being more particularly described as follows:

FLOODWAY DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 31, Township 19 South, Range 2 West and the Northwest Quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 31; thence run North along the Quarter line 364.38 feet to the Point of Beginning being in the centerline of Bishop Creek; thence continue Northerly along the same course 142.41 feet; thence left $121^{\circ} 25' 36''$, 1413.32 feet; thence right $39^{\circ} 39' 13''$, 251.74 feet to the Easterly Right-of-Way of U.S. Highway 31; thence left $90^{\circ} 00'$, 239.18 feet Southerly along said R.O.W. to the centerline of Bishop Creek thence following the meandering of Bishop Creek Northeasterly as established by Deed Book 224, Page 807, turn left $45^{\circ} 28' 04''$, 187.54 feet; thence right $16^{\circ} 17'$, 150.23 feet; thence left $32^{\circ} 41'$, 38.58 feet; thence left $64^{\circ} 47'$, 83.02 feet; thence left $22^{\circ} 45' 30''$, 56.43 feet; thence left $30^{\circ} 25' 30''$, 108.21 feet; thence right $40^{\circ} 36'$, 72.91 feet; thence left $5^{\circ} 12' 30''$, 103.77 feet; thence left $30^{\circ} 53' 30''$, 124.38 feet; thence right $68^{\circ} 42' 11''$, 93.13 feet; thence left $12^{\circ} 06' 56''$, 133.54 feet; thence right $8^{\circ} 12'$, 153.59 feet; thence left $68^{\circ} 09'$, 152.00 feet; thence right 90° , 60.80 feet; thence left $47^{\circ} 55'$, 136.70 feet; thence left $18^{\circ} 42'$, 73.80 feet; thence right $25^{\circ} 54'$, 163.80 feet; thence right $16^{\circ} 00'$, 57.0 feet; thence left $29^{\circ} 45'$, 60.8 feet; thence left $22^{\circ} 59'$, 50.70 feet; thence right $24^{\circ} 41'$, 142.90 feet; thence right $36^{\circ} 56' 07''$, 51.66 feet to the Point of Beginning.

TRACT NO. 1

Commence at a 3" capped pipe found in place at the Northeast corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, and run southerly along the east boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 191.85 feet to a point on the northwest right-of-way line of Amphitheater Road; thence turn an angle of $53^{\circ} 06' 23''$ right and run southwesterly along said right-of-way line a distance of 1477.97 feet to the point of beginning of the tract of land herein described; thence turn $134^{\circ} 59'$ right and leaving said right-of-way run northerly a distance of 100.07 feet; thence turn $90^{\circ} 01' 41''$ left and run westerly for a distance of 392.08 feet to a point on the easterly right-of-way line for U.S. Highway No. 31; thence turn $90^{\circ} 02' 30''$ left and run southerly along the east right-of-way line for U.S. Highway No. 31 for a distance of 100.07 feet to the point of intersection with the north right-of-way line of Amphitheater Road; thence turn $89^{\circ} 57' 30''$ left and run easterly along said right-of-way line for a distance of 391.96 feet to the point of beginning of said Tract No. 1.

TRACT NO. II

Commence at a 3" capped pipe found in place at the Northeast corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, which is the point of beginning of the tract of land herein described; thence run southerly along the east boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 191.85 feet to a point on the northwest right-of-way line of Amphitheater Road; thence turn an angle of 53° 06' 23" right and run southwesterly along said right-of-way line a distance of 328.07 feet to a point; thence turn an angle of 90° 11' 46" right and leaving said R.O.W. run northwesterly a distance of 358.81 feet to a point; thence turn 90° 00' left and run southwesterly for a distance of 42.30 feet to a point; thence turn 90° 00' right and run northwesterly for a distance of 8.00 feet to a point; thence turn 90° 00' left and run southwesterly for a distance of 553.92 feet to a point; thence turn 89° 48' 14" right and run northwesterly for a distance of 105.89 feet to the centerline of Bishop Creek; thence turn an angle of 49° 34' 30" right and run northeasterly along the centerline of said creek a distance of 55.20 feet; thence 68° 42' 11" right for 93.13 feet; thence 12° 06' 56" left for 133.54 feet; thence 8° 12' right for 153.59 feet; thence 68° 09' left for 152.00 feet; thence 90° 00' right and continue along said centerline of Bishop Creek for 60.80 feet; thence 47° 55' left for 136.70 feet; thence 18° 42' left for 73.80 feet; thence 25° 54' right for 163.80 feet; thence 16° 00' right for 57.0 feet; thence 29° 45' left for 60.80 feet; thence 22° 59' left for 50.70 feet; thence 24° 41' right for 142.90 feet; thence 36° 56' 07" right and continue along the centerline of Bishop Creek for 51.66 feet to a point on the east boundary line of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 31, Township 19 South, Range 2 West; thence 96° 18' 10" right and leaving said creek, run southerly along said $\frac{1}{4}$ - $\frac{1}{4}$ line for 364.38 feet to the point of beginning. Said tract of land is lying in the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 31, Township 19 South, Range 2 West and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama.

PARCEL A

A parcel of land situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, being more particularly described as follows:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West and run East along the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ 907.96 feet to a point on the Northwestern right of way line of Amphitheater Road; thence 50 degrees 13 minutes to the left and run Northeasterly along said right of way 119.08 feet to the P.C. (point of curve) of a curve to the right having a radius of 694.30 feet and a central angle of 57 degrees 49 minutes 39 seconds; thence run in the arc of said curve to the right and along the Northwestern right of way 700.74 feet to a point; thence 130 degrees 36 minutes 34 seconds to the left (angle measured to tangent) and run Northwesterly 439.25 feet to a point in the Cahaba Valley Creek; thence 36 degrees 50 minutes to the left and run along the meandering centerline of Cahaba Valley Creek 1723.86 feet to a point on the West line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, said meandering centerline being more particularly described as follows: from the aforementioned 36 degrees 50 minutes turn to the left, run Northwesterly 112.70 feet to a point; thence 15 degrees 54 minutes to the right and run Northwesterly 195.30 feet to a point; thence 27 degrees 30 minutes to the right and run Northwesterly 85.86 feet to a point; thence 37 degrees 11 minutes to the right and run Northeasterly 31.36 feet to a point; thence 69 degrees 36 minutes to the left and run Northwesterly 49.09 feet to a point; thence 59 degrees 55 minutes to the left and run Southwesterly 192.91 feet to a point; thence 19 degrees 53 minutes to the left and run Southwesterly 261.01 feet to a point; thence 23 degrees 04 minutes to the right and run Southwesterly 139.06 feet to a point; thence 10 degrees 15 minutes to the right and run Southwesterly 49.66 feet to a point; thence 01 degrees 09 minutes to the left and run Southwesterly 124.44 feet to a point; thence 06 degrees 58 minutes to the left and run Southwesterly 129.10 feet to a point; thence 04 degrees 02 minutes to the left and run Southwesterly 49.41 feet to a point; thence 11 degrees 36 minutes to the left and run Southwesterly 237.79 feet to a point; thence 34 degrees 33 minutes to the right and run Southwesterly

66.17 feet to the aforementioned point on the West line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section; thence 87 degrees 46 minutes to the left and run South along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 364.38 feet to the point of beginning.

PARCEL B

Commence at the Southwest corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West and run East along the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ 907.96 feet to a point on the Northwestern right-of-way line of Amphitheater Road; thence 50 degrees 13 minutes to the left and run Northeasterly along said right-of-way 119.08 feet to the P.C. (point of curve) of a curve to the right having a radius of 694.30 feet and a central angle of 57 degrees 49 minutes 39 seconds; thence run in the arc of said curve to the right and along the Northwestern right-of-way 700.74 feet to a point; thence 130 degrees 36 minutes 34 seconds to the left (angle measured to tangent) and run Northwesterly 439.25 feet to a point in Cahaba Valley Creek, said point being the point of beginning; thence 36 degrees 50 minutes to the left in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 112.70 feet to a point; thence 15 degrees 54 minutes to the right in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 195.30 feet to a point; thence 27 degrees 30 minutes to the right in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 85.86 feet to a point; thence 37 degrees 11 minutes to the right in a Northerly direction along the center of Cahaba Valley Creek a distance of 31.36 feet to a point; thence 69 degrees 36 minutes to the left in a Northwesterly direction along the center of Cahaba Valley Creek a distance of 49.09 feet to a point; thence 120 degrees 05 minutes to the right in a Northeasterly direction a distance of 2.24 feet to a point; thence 04 degrees 14 minutes to the left in a Northeasterly direction a distance of 124.97 feet to a point; thence 90 degrees 00 minutes to the right in a Southeasterly direction a distance of 484.76 feet (Deed) (424.58 Measures) to the point of beginning.

PARCEL C

A parcel of land situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, being more particularly described as follows: Commence at the SW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, and run North along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 364.38 feet to a point on the centerline of Cahaba Valley Creek; said point being the point of beginning; thence 87° 46' to the right in a Northeasterly direction along the centerline of said creek a distance of 66.17 feet to a point; thence 34° 33' left in a Northeasterly direction continuing along the centerline of said creek a distance of 237.79 feet to a point; thence 11° 36' to the right in a Northeasterly direction along said creek centerline a distance of 49.41 feet to a point; thence 86° 06' to the left in a Northwesterly direction a distance of 410.32 feet to a point on the Southerly right of way line of Cahaba Valley Road; thence 98° 05' to the left in a Southwesterly direction along the Southerly right of way line of Cahaba Valley Road a distance of 240.00 feet to a point; thence 90° 00' left in a Southeasterly direction a distance of 276.03 feet to a point; thence 88° 01' 46" right in a Southwesterly direction a distance of 92.75 feet to a point on the west line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 31; thence 58° 34' 24" left in a southerly direction along said west line a distance of 142.41 feet to the point of beginning.

Less and Except that portion deeded to The State of Alabama as described by instrument recorded in Instrument #1998-13245.

PARCEL D

A parcel of land situated in the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama lying South of Cahaba Valley Road (Hwy 119), being 15 feet wide running from the road right of way adjacent to the Western boundary of the property described in Deed Book 331, Page 245, a distance of 351.93 feet, more or less, to the centerline of Cahaba Valley Creek, whose Southeastern boundary line is common with the Northwestern boundary of the property previously conveyed to the New Era Productions, Inc., in Real Record 034, Page 548, in the Probate Office of Shelby County, Alabama. Being the same property described as Parcel A in deed recorded in Instrument No. 1993-15353.

PARCEL E

Commence at a 3" capped pipe found in place at the Northeast corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 6, Township 20 South, Range 2 West which is the point of beginning of the tract of land herein described; thence run Southerly along the East boundary line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 191.85 feet to a point on the Northwest right-of-way line of Amphitheater Road; thence continue along said $\frac{1}{4}$ - $\frac{1}{4}$ Section Line and the Easterly right-of-way line of said Amphitheater Road a distance of 82.21 feet to a point; thence turn an angle of 119 degrees 32 minutes 25 seconds left to the tangent of a curve to the right; thence continue along said right-of-way line along said curve to the right (concave southeasterly and having a radius of 547.21 feet to a central angle of 10 degrees 10 minutes 47 seconds) for an arc distance of 97.22 feet to a point; thence continue along said right-of-way from the tangent of said curve a distance of 62.54 feet to a point; thence continue along said right-of-way along a curve to the right (concave southeasterly and having a radius of 605.24 feet and a central angle of 20 degrees 46 minutes 59 seconds) for an arc distance of 219.54 feet to a point; thence continue along said right-of-way from the tangent of said curve a distance of 187.88 feet to a point; thence continue along said right-of-way along a curve to the left (concave Northwesterly and having a radius of 467.0 feet and a central angle of 48 degrees 50 minutes 42 seconds) for an arc distance of 398.12 feet to a point on the North boundary line of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 6; thence turn an angle of 130 degrees 30 minutes 00 seconds left from the tangent of said curve and run Westerly along said North boundary line a distance of 906.95 feet to the Point of Beginning. Said tract of land is lying in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 6, Township 20 South, Range 2 West.

PARCEL F

Rights under that certain Option to Purchase between Oak Mountain Amphitheater, Inc., and the City of Pelham as set out in that certain Deed, Declaration of Easements and Restrictions and Memorandum of Related Agreements recorded in Instrument #1996-13623 and convey to the present owner herein by instrument recorded in Instrument #1997-01793.

Situated in Shelby County, Alabama.

EXHIBIT B

(Material Agreements, General Intangibles, Leases, etc.)

Part 1 (Contracts):

None

Part 2 (General Intangibles):

None

Part 3 (Leases in which Debtor is the Lessor):

Lease Agreement with Oak Mountain Concerts, Inc. undated, but the execution of which by Lessor and Lessee was acknowledged on December 31, 1996 and January 7, 1997.

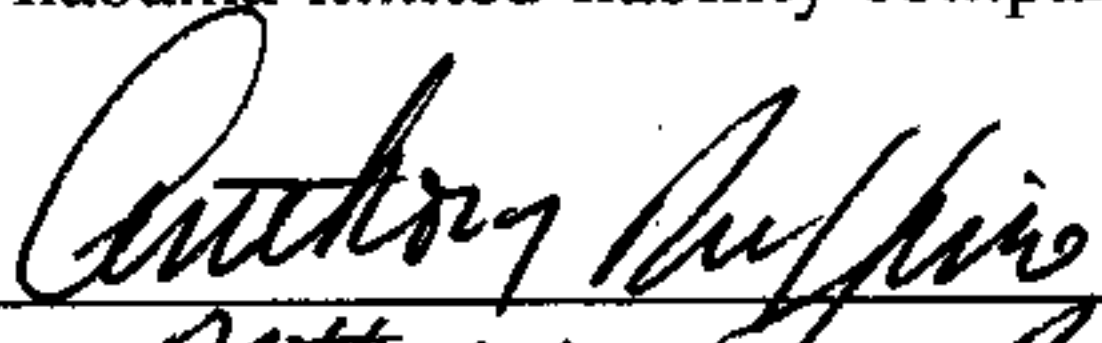
Part 4 (Leases in which Debtor is the Lessee):

None

**SIGNATURE PAGE
FOR
UCC FINANCING STATEMENT
BETWEEN
OAK MOUNTAIN AMPHITHEATRE L.L.C.,
AS DEBTOR
AND
AMSOUTH BANK, AS SECURED PARTY**

DEBTOR'S SIGNATURE:

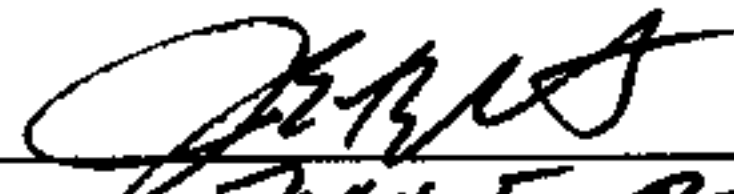
**OAK MOUNTAIN AMPHITHEATRE L.L.C.,
an Alabama limited liability company**

By: 
Name: Anthony RUFFINO
Its: Pres. & Co.

SIGNATURE PAGE
FOR
UCC FINANCING STATEMENT
BETWEEN
OAK MOUNTAIN AMPHITHEATRE, L.L.C.
AS DEBTOR
AND
AMSOUTH BANK, AS SECURED PARTY

SECURED PARTY'S SIGNATURE:

AMSOUTH BANK, An Alabama
banking corporation

By: 
Name: John E. Bentley
Its: VICE PRESIDENT

Inst # 1998-19838

Inst # 1998-19838

06/01/1998-19838
08:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
014 MCD 28.00