

**STATE OF ALABAMA - UNIFORM COMMERCIAL CODE**  
**STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3**

<input type="checkbox"/> 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 2400 AmSouth/Harbert Plaza Birmingham, Alabama 35203-2618  Pre-paid Acct. # _____		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office          <div style="border: 1px solid black; padding: 5px; transform: rotate(-90deg); transform-origin: center;">             Inst # 1999-22164              05/26/1999-22164              02:59 PM CERTIFIED              SHELBY COUNTY JUDGE OF PROBATE              010 MMS 25.00           </div>
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 # _____		
3. SECURED PARTY (Last Name First if a Person) AmSouth Bank P.O. Box 11007 Birmingham, Alabama 35288  Social Security/Tax ID # _____		
<input type="checkbox"/> Additional secured parties on attached UCC-E		4. ASSIGNEE OF SECURED PARTY (If any) (Last Name First if a Person)

5. ☒ This statement refers to original Financing Statement bearing File No. 1998-19838 Date Filed June 1 1998  
 Filed with Shelby County Judge of Probate

- |     |  |   |
|-----|--|---|
| 6.  | <input type="checkbox"/> Continuation  | The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.   |
| 7.  | <input type="checkbox"/> Termination   | Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.   |
| 8.  | <input type="checkbox"/> Partial or Full Assignment  | The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to all of the property listed on this file, is assigned to the assignee whose name and address appears in item 4. |
| 9.  | <input checked="" type="checkbox"/> Amendment  | Financing statement bearing the file number shown above is amended as set forth in item 11.   |
| 10. | <input type="checkbox"/> Partial Release   | Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above.  |
| 11. | Schedule I of the original Financing Statement is hereby deleted in its entirety and replaced by Schedule I attached hereto. |   |

11A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

1 0 0	8 0 0
2 0 0	9 0 0
3 0 0	— — —
4 0 0	— — —
5 0 0	— — —
6 0 0	— — —
7 0 0	— — —

Check X if covered ☐ Products of Collateral are also covered

SEE ATTACHED SIGNATURE PAGE  
 Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

Signature(s) of Debtor(s) (necessary only if item 9 is applicable)

Signature(s) of Secured Party(ies)

OAK MOUNTAIN AMPHITHEATRE, L.L.C.  
 Type Name of Individual or Business

Type Name of Individual or Business

**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 Debtor 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 Debtor (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 Debtor 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 the Credit have been or may be advanced, wherever the same may be located; including: (1) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, wires, wiring and other building materials; and (2) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings,



plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (all of the foregoing 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 Debtor 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 Debtor 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 Debtor 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 Debtor 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 and all rights of the Debtor to modify or terminate, or waive or release performance or observance of any obligations or condition of such document.

(i) **Construction Documents.** The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.

(j) **Loan Funds, etc.** (1) All loan funds held by the Secured Party, whether or not disbursed, (2) all funds from time to time on deposit in the construction account, (3) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and (4) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

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

### **Definitions**

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

(a) **Architect** means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Secured Party.

(b) **Construction Contracts** means the contracts between the Contractors and the Debtor providing for the construction of the Project, or any portion thereof.

(c) **Construction Documents** means (5) all plans and specifications for the Project, or any portion thereof (including the Plans); (6) all contracts with architects and engineers responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; (7) all contracts to which the Debtor is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; (8) all contracts to which the Debtor is a party providing for the management of the construction of any of the Project; (9) all rights of the Debtor as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Debtor is not a party; (10) all payment and performance bonds relating to any of the Project; (11) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and (12) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

(d) **Contractors** means any person who enters into contracts with the Debtor to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Secured Party.

(e) **Credit** means, individually and collectively, all loans, forbearances, renewals, extensions, advances, disbursements and other extensions of credit now or hereafter made by the Secured Party to or for the account of the Debtor in connection with the Project.

(f) **Engineers** means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Secured Party.

(g) **Debtor** means the debtor(s) described in this financing statement.

(h) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by Architects and Engineers approved by the Secured Party or other persons acceptable to the Secured Party, and all amendments and modifications thereto.

(i) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loan and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: Construction of 6,000 permanent reserved seats in the existing lawn area.

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

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



## 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  $90^{\circ}$ , 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 Northwesterly 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 Northwesterly 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.

**UCC-3 SIGNATURE PAGE**

**DEBTOR'S SIGNATURE:**

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

By: *Anthony Ruffino*

Name: *Anthony Ruffino*

Its: *President*

Inst # 1999-22164

05/26/1999-22164  
02:59 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
D10 HHS 25.00