

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Matthew Atkins (205) 521-8618
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Matthew Atkins Bradley Arant Rose & White One Federal Place 1819 Fifth Avenue North Birmingham, Alabama 35203-2104

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME LeRoux Entertainment Corporation of America				
OR 1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 1770 Tullie Circle NE		CITY Atlanta	STATE GA	POSTAL CODE 30329
To TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Georgia	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. TAX ID# SSN OR EIN		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 31b)

3a. ORGANIZATION'S NAME Branch Banking & Trust Company				
OR 3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 455 Jesse Jewell Parkway		CITY Gainesville	STATE GA	POSTAL CODE 30501

4. This FINANCING STATEMENT covers the following collateral:

The items and types of property described on the Schedule attached hereto which, together with the Exhibit or Exhibits thereto, are incorporated herein by reference.

DEBTOR IS RECORD OWNER OF REAL ESTATE
PLEASE CROSS-REFERENCE IN REAL ESTATE RECORDS

Filed simultaneously with mortgage as additional security

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) (ADDITIONAL FEE)		All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

Shelby County Probate

BARW Internal # 247

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME		
LeRoux Entertainment Corporation of America		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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Shelby County

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> name (11a or 11b) - do not abbreviate or combine names				
11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
11d. TAX ID# SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S or <input type="checkbox"/> ASSIGNOR S/P'S NAME - insert only <u>one</u> name (12a or 12b)				
12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate.

See Exhibit A for legal description of property

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction -- effective 30 years

☐ Filed in connection with a Public-Finance Transaction - effective 30 years

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

SCHEDULE A TO UCC-1 FINANCING STATEMENT

Debtor: **LeRoux Entertainment Corporation of America**
Secured Party: **Branch Banking & Trust Company**

(1) All of Debtor's right, title and interest in and to certain real property (the "Real Estate") more particularly described in Exhibit A attached hereto and made a part hereof;

(2) All of Debtor's title and interest in and to any and all buildings, constructions and improvements now or hereafter erected in or on the Real Estate, including the fixtures and those attachments, appliances, equipment, machinery and other articles that are attached to said buildings, constructions and improvements, all of which shall be deemed and construed to be a part of the realty;

(3) All right, title and interest of Debtor in and to all of the items incorporated as part of or attributed or affixed to any of the Real Estate or any other interest of Debtor, whether now owned or hereafter acquired, in, to or relating to the Real Estate, in such a manner that such items are no longer personal property under the law of the state where the property is situated;

(4) All personal property including, without limitation, all supplies, equipment, tools, furniture, furnishings, fixtures, machinery and construction materials that Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right and that are now or hereafter located on or affixed to the Real Estate or used or useful in the operation, use or occupancy of the Real Estate or the construction of any improvement on the Real Estate, including any interest of Debtor in and to personal property that is leased or subject to any superior security interest and including all heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, sprinkler systems and other fire prevention and extinguishing apparatus and materials, vacuum cleaners, office furniture, telephones and telecommunication equipment, compartment safes, carpeting, window coverings and all proceeds of and substitutions and replacements for any such items;

(5) All of Debtor's:

(i) inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any time or times covering or representing any of said property;

(ii) accounts, accounts receivable, contract receivables, contract rights, notes, drafts, acceptances, instruments, chattel paper and general intangibles, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising; and

(iii) equipment, including all furniture, furnishings, machinery, storage shelves and other goods used in the conduct of Debtor's business, now owned or hereafter acquired;

(6) All rents, issues, profits, royalties, income and other benefits derived from the Real Estate (collectively, the "Rents"), now or hereafter existing or entered into;

(7) All interests, estates or other claims, both in law and in equity, that Debtor now has or may hereafter acquire in the Real Estate including, but not limited to all of Debtor's interest in any and all options to purchase the Real Estate that Debtor may have or may hereafter acquire;

(8) All easements, rights-of-way and rights now owned or hereafter acquired by Debtor used in connection with or as a means of access to the Real Estate including all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances of and to such easements rights-of-way and rights, and all water and water rights and shares of stock evidencing the same;

(9) All interests of Debtor as lessor or sublessor (and similar interests) in and to all leases or subleases covering all or any portion of the Real Estate, now or hereafter existing or entered into, and all right, title and interest of Debtor under such leases and subleases, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(10) All right, title and interest now owned or hereafter acquired by Debtor in and to any greater estate in the Real Estate;

(11) All right, title and interest now owned or hereafter acquired by Debtor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Estate, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Estate;

(12) All rights and interests of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to use, construction upon, occupancy, leasing, sale or operation of the Real Estate; and

(13) All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance, that Debtor now has or may hereafter acquire in the Real Estate, and other proceeds from sale or disposition of real or personal property hereby secured that Debtor now has or may hereafter acquire and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the whole or any part of the Real Estate, including any award resulting from a change of grade of streets and any award for severance damages.

EXHIBIT A

PARCEL I:

The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 18 South, Range 1 East, and the NW $\frac{1}{4}$ 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 $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 23, a distance of 1323.26 feet to the accepted NW corner of the said $\frac{1}{4}$ - $\frac{1}{4}$ Section, being an old rebar with a new plastic cap bearing R.L.S. Number 4092, Raymond Shackelford, 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 $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1347.84 feet to a 1" rebar found at the accepted NE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 90°58'42" and run to the right in a Southerly direction along the accepted East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 1241.59 feet to a 1" steel bar found in a rock pile at the accepted SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ section; 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 $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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 $\frac{1}{4}$ - $\frac{1}{4}$ section; thence turn an interior angle of 90°55'34" and run to the right in a Southerly direction along the accepted East line of the NW $\frac{1}{4}$ of Section 26 a distance of 2634.77 feet to a 1.25" open pipe found at the accepted SE corner of said $\frac{1}{4}$ section; thence turn an interior angle of 90°51'32" and run to the right in a Westerly direction along the accepted South line of said $\frac{1}{4}$ section a distance of 2694.37 feet to a 1" rebar found at the accepted SW corner of said $\frac{1}{4}$ section; thence turn an interior angle of 89°38'44" and run to the right in a Northerly direction along the accepted West line of said $\frac{1}{4}$ section a distance of 2605.21 feet, more or less, to the point of beginning.

PARCEL II:

A parcel of land situated in the East half of Section 27, Township 18 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at a channel iron marking the Northeast corner of said Section 27, Township 18 South, Range 1 East; thence proceed South 0°06'27" East (Astronomical Bearings), along the East line of said Section 27, 400.00 feet to an iron pin set at the point of beginning of said parcel; thence continue along previous course and said East line of Section 27, 1971.00 feet to an iron pin set; thence proceed South 89°53'33" West 312.00 feet to an iron pin set; thence proceed North 0°06'27" West, parallel to the East line of said Section 27, 1659.00 feet to an iron pin set; thence proceed North 44°53'33" East, 441.24 feet to the point of beginning.

PARCEL III:

80 acres or land in Shelby County, Alabama, described as follows:

The Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama.

PARCEL IV:

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 18 South, Range 1 East, Shelby County, Alabama, described as follows:

Begin at the Northwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence run along the $\frac{1}{4}$ - $\frac{1}{4}$ section line, North $89^{\circ}15'20''$ East (Alabama Grid Bearing), 2004.04 feet to the West right of way of Twin Pines Road; thence along said right of way, South $15^{\circ}18'20''$ West, 123.37 feet to a point of curvature; thence along a curve to the right with radius 1775.00 feet and a chord bearing South $29^{\circ}58'10''$ West, 898.58 feet, for an arc distance of 908.47 feet to a point of tangency; thence along said right of way, South $44^{\circ}37'50''$ West, 97.72 feet to a point of curvature; thence along a curve to the right with radius 415.27 feet and a chord bearing South $56^{\circ}21'30''$ West, 168.82 feet, for an arc distance of 170.01 feet to a point of tangency; thence along said right of way, South $68^{\circ}05'10''$ West, 321.51 feet to a point of curvature; thence along a curve to the left with radius 1800.00 feet and a chord bearing South $64^{\circ}08'00''$ West, 248.20 feet, for an arc distance of 248.40 feet to a point of tangency; thence along said right of way, South $60^{\circ}10'50''$ West, 140.47 feet to the South line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence along said line, South $89^{\circ}17'30''$ West, 693.85 feet to the Southwest corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, North $00^{\circ}19'00''$ East, 1337.23 feet to the point of beginning.