

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Don W. Capshaw - 903-334-7000
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Don W. Capshaw Patton Haltom Law Firm P. O. Box 6128 Texarkana, Texas 75503

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME McKibbon Hotel Group of Birmingham, Alabama, L.P.				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 402 Washington Street, S. E., Suite 200	CITY Gainesville	STATE GA	POSTAL CODE 30501	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited partnership	1f. JURISDICTION OF ORGANIZATION Georgia	1g. ORGANIZATIONAL ID #, if any ☒ NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any ☐ NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Century Bank, N.A.				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2900 St. Michael Drive	CITY Texarkana	STATE TX	POSTAL CODE 75503	COUNTRY USA
4. This FINANCING STATEMENT covers the following collateral:				

See Exhibit "A" attached hereto and incorporated herein for all intents and purposes.

5. ALTERNATIVE DESIGNATION [if applicable]: ☒ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING	
6. ☒ 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] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2
8. OPTIONAL FILER REFERENCE DATA	

DEBTOR: MCKIBBON HOTEL GROUP OF BIRMINGHAM, ALABAMA, L.P., a Georgia limited partnership

EXHIBIT "A"

All of Borrower's right, title and interest in and to Borrower's assets, including all of the following property and interests in property of such Borrower, whether now owned or existing or hereafter created, acquired or arising and wheresoever located relating to the Property:

(a) Equipment located on or in or relating to the Property and Improvements described herein, including, but not limited to, all machines, computers and related equipment, fire sprinklers and alarm systems, air conditioning, heating, refrigeration, electronic monitoring, communications equipment, entertainment, recreational, window or structural cleaning rigs, maintenance, signage, extermination of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind, office, lobby, meeting rooms, and all furniture, and equipment, and all maintenance and other supplies, all equipment used and useful in new and used car sales and service establishments located on or within the Property;

(b) General intangibles, accounts, inventory, goods, documents, chattel paper, building materials, money, instruments, bank accounts, rents, issues and profits, accounts receivables from credit card companies of all types including but not limited to American Express, Visa, MasterCard and Diners Club and general intangibles, as those terms are defined in the Alabama Commercial Code, and which are attached to, installed on, or used on or in connection with or arise out of the sale, rental, use, lease, improvement, financing or other use of the Improvements and Property described herein or any property thereon. The property so covered shall include, without limitation, all construction and sales contracts, bonds, insurance policies, leases and loan commitments;

(c) All future replacements and substitutions for, betterments of, and accessions and additions to, extensions, renewals and modifications of, or profits from, the above described collateral;

(d) All leases and all rents, issues, profits, accounts, including deposits and other sums, as may become due Debtor as lessor under any and all rental, use, leases, written or verbal, covering any portion of the Property described herein or any Improvements described herein, fixtures and goods located thereon or therein;

(f) Any rights or awards arising out of eminent domain proceedings for the taking or for loss of value of the Property and Improvements described herein or any improvements, fixtures and goods located thereon.

(g) All proceeds including cash proceeds, insurance proceeds, instruments, chattel paper, inventory, equipment, documents, consumer goods, general intangibles, and accounts, as those terms are defined in the Alabama Commercial Code, and which arise out of the rental, use, sale, liquidation or other transfer of, or damage to or destruction of, or sale, use or enforcement of, the above described collateral, or any proceeds thereof, including cash proceeds. Coverage of proceeds, however, does not authorize sale or other disposition of the collateral without Secured Party's prior written consent.

(h) All books and records (including, without limitation, customer lists, credit files, computer programs, print-outs, and other computer materials and records) pertaining to any of (a) through (g) above, items (a) through (h) (the "Collateral") relating to the Property and the Improvements.

(i) All accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of (a) through (f) above, including, without limitation, proceeds of any unearned premiums with respect to insurance policies insuring any of the foregoing;

(j) That certain Ground Lease dated May 11, 2004, executed by McKibbon Brothers, Inc., as Lessor, and Borrower, as Lessee, covering the Property described below, which Lease has been assigned to Secured Party by Borrower pursuant to an Assignment of Lease dated of even date herewith.

The Property above-described is located upon the following described real property located in Shelby County, Alabama, to wit:

A parcel of land situated in the Northwest 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, said point also being on the West boundary line of Lot 1, of Dewberry's Subdivision as recorded in Map Book 9, page 11, in the Office of the Judge of Probate, Shelby County, Alabama; thence run North 00° 01' 03" West along the West line of said 1/4 - 1/4 line and said West lot line for a distance of 150.00 feet to the Point of Beginning; thence leaving said 1/4 - 1/4 line and said West lot line run South 89° 58' 57" West for a distance of 368.00 feet; thence run North 68° 11' 03" West for a distance of 175.55 feet to the Southeasterly right of way of Inverness Center Drive (ROW varies); said point also being the point of curvature of a curve to the left, having a radius of 375.00 feet, a central angle of 14° 31' 16" a chord length of 94.79 feet and a chord bearing of North 19° 54' 23" East; thence continue along the arc of said curve and along said right of way for a distance of 95.04 feet to the Point of Tangency of said curve; thence run North 12° 38' 45" East along said right of way for a distance of 78.22 feet; thence run North 03° 50' 26" East along said right of way for a distance of 96.13 feet; to the point of curvature of a curve to the right, having a radius of 361.25 feet, a central angle of 24° 42' 04" a chord length of 154.54 feet and a chord bearing North 16° 11' 28" East; thence continue along the arc of said curve and along said right of way for a distance of 155.74 feet; thence leaving said right of way run South 73° 17' 13" East for a distance of 258.79 feet; thence run South 80° 00' 58" East for a distance of 187.24 feet to the West line of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 18 South, Range 2 West, said point also being on the West line of Lot 1, of Dewberry's Subdivision as recorded in Map Book 9, page 11 in the Office of the Judge of Probate, Shelby County, Alabama; thence run South 00° 01' 03" West along said 1/4 - 1/4 line and said West lot line for a distance of 368.01 feet to the Point of Beginning.

Together with those rights granted in the Access Road Construction and Easement Agreement and Drainage Easement Agreement recorded in Instrument 20030618000380510, in the Probate Office of Shelby County, Alabama.