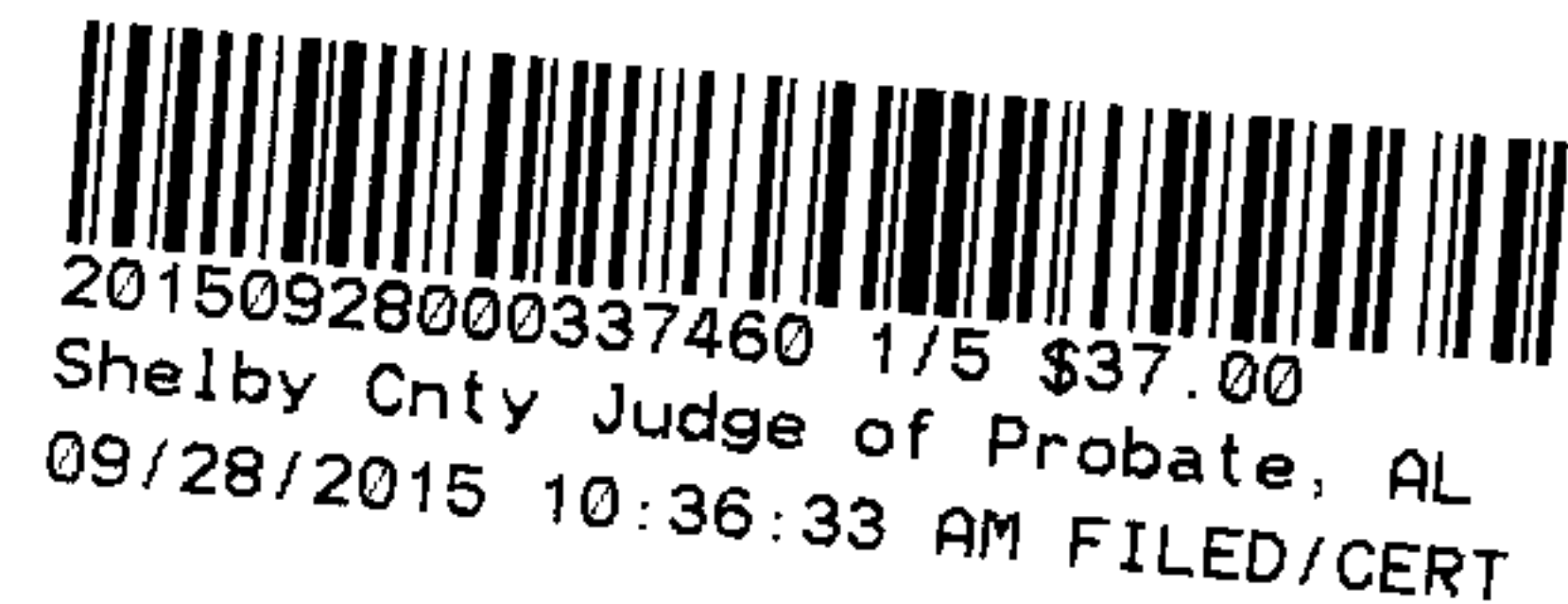


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Monica R. Bolitho (317) 574-9700 |
| B. E-MAIL CONTACT AT FILER (optional) mbolitho@firstib.com |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>First Internet Bank of Indiana</div><div>8888 Keystone Crossing, Suite 1700</div><div>Indianapolis, IN 46240</div></div> |



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|--|---|------------------------|-------------------------------|-----------------------------|
| OR | 1a. ORGANIZATION'S NAME Paul Siegel and Phyllis Siegel, Trustees of The Siegel Family Inter Vivos Trust | | | |
| | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 5933 Julian Lane | | CITY Tarzana | STATE CA | POSTAL CODE 91356 |
| | | | COUNTRY USA | |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | | |
|---------------------|--------------------------|---------------------|-------------------------------|-------------|
| OR | 2a. ORGANIZATION'S NAME | | | |
| | 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 2c. MAILING ADDRESS | | CITY | STATE | POSTAL CODE |
| | | | COUNTRY | |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

| | | | | |
|--|--|-----------------------------|-------------------------------|-----------------------------|
| OR | 3a. ORGANIZATION'S NAME First Internet Bank of Indiana | | | |
| | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 8888 Keystone Crossing, Suite 1700 | | CITY Indianapolis | STATE IN | POSTAL CODE 46240 |
| | | | COUNTRY USA | |

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit B attached hereto and made a part hereof.

| | |
|---|--|
| 5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative | |
| 6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility | |
| 6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing | |
| 7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor | |
| 8. OPTIONAL FILER REFERENCE DATA: Filed with the Shelby County Probate Judge | |

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

Paul Siegel and Phyllis Siegel, Trustees of The Siegel Family

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:
See Exhibit A attached hereto and made a part hereof.

17. MISCELLANEOUS:

EXHIBIT "A"
LEGAL DESCRIPTION

Tract 1:

Lot 1, according to the Survey of Colonial Properties Subdivision, as recorded In Map Book 8, page 138, In the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that portion conveyed to the State of Alabama in Book 277, page 930, in the Probate Office of Shelby County, Alabama.

Tract 2:

TOGETHER WITH easement rights as defined in Declaration of Restrictions and grant of easements recorded in Volume 53, page 375, in and to Lot 2, according to the Survey of Colonial Properties Subdivision, as recorded in Map Book 8, page 138, in the Probate Office of Shelby County, Alabama.

STORE ADDRESS: 4671 Highway 280 East, Birmingham, AL 35242 (Store #1258)



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EXHIBIT B
DESCRIPTION OF COLLATERAL

(A) The land located in Shelby County, Alabama, legally described in attached Exhibit A attached hereto and made a part hereof (the "Land");

(B) All rights, privileges, interests, tenements, hereditaments, easements and appurtenances in any way now or hereafter benefitting, belonging or appertaining to all or any of the Land, including without limiting the generality of the foregoing all land lying within any roadway and strips adjoining all or any of the Land, all minerals, oil, gas and other hydrocarbon substances thereon or therein and all air rights and water rights (collectively, the "Easements and Appurtenances");

(C) All buildings, structures and other improvements of every kind and description now or hereafter erected, constructed or placed on the Land, together with all fixtures, machinery, equipment, apparatus, furniture, furnishings, heating and cooling systems, and other articles of personal property now or hereafter located in or upon, attached to or used or intended to be used in connection with the Land, and all replacements thereof (collectively, the "Improvements");

(D) All extensions, improvements, betterments, substitutes, replacements, renewals, additions and appurtenances of or to the Easements and Appurtenances and of or to the Improvements (collectively, the "Additions");

(E) All rents, revenue, issues, proceeds, income and profits of the Land, the Easements and Appurtenances, the Additions and the Improvements, including all revenue and income derived from any leases and subleases of all or any of such property, and including all revenue and income derived from the lease, use or occupancy of all or any such property (including all of its rooms) by any tenants, guests, invitees or other occupants thereof (collectively, the "Rents");

(F) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements or Appurtenances, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Grantor which contain evidence of payments made under the leases and all security given therefor (collectively, the "Leases");

(G) All governmental licenses, approvals, qualifications, variances, permissive uses, franchises, accreditations, certificates, certifications, consents, permits and other authorizations now or hereafter obtained and relating to the development, construction or operation of the Land or the Improvements, or any part thereof (including without limitation, building permits, subdivision and plat approvals and subdivision and plot plans), and all applications therefore (collectively, the "Permits");

(H) All contracts and agreements with any party and relating to the development, construction, or operation of the Land and the Improvements, or any part thereof (including without limitation, all contracts and agreements now or hereafter entered into with any party for architectural, engineering, management, maintenance, brokerage, promotional, marketing or consulting services rendered, or to be rendered, with respect to the planning, design, inspection, development, construction, operation, management, maintenance, marketing, promotion, leasing, occupancy or sale of the Land or the Improvements, or any part thereof, and all other agreements relating to the operation of the Land or the Improvements or the provision of services thereon), and all contract rights, warranties and representations, now or hereafter issued by, entered into with, or made by, any governmental authority or other third party (collectively, the "Contracts");



(I) All of the plans, specifications and drawings heretofore or hereafter prepared by any architect, engineer or other contractor with respect to the Land or the Improvements, or any part thereof (including without limitation, subdivision and plot plans, foundation plans, utilities facilities plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering plans and specifications and architectural and engineering studies and analyses) (collectively, the "Plans"); and

(J) All awards, payments and proceeds of conversion, whether voluntary or involuntary, of any of the Land, the Easements and Appurtenances, the Improvements, the Additions, the Rents, the Leases, the Permits, the Contracts and the Plans, including without limitation, all insurance, condemnation and tort claims, rent claims and other obligations dischargeable in cash.



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