

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Liz Gibbons
B. E-MAIL CONTACT AT FILER (optional) lgibbons@gibbonsgraham.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div><div>Liz Gibbons</div><div>Gibbons Graham LLC</div><div>100 Corporate Parkway, Suite 125</div><div>Birmingham, Alabama 35242</div></div>



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Shelby Cnty Judge of Probate, AL
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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 Mirage Properties, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2858 Highway 31 South		CITY Pelham	STATE AL	POSTAL CODE 35124
			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 Renasant Bank			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2001 Park Place, Suite 600		CITY Birmingham	STATE AL	POSTAL CODE 35203
				COUNTRY USA

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

See Schedule A attached hereto for description of collateral.

This financing statement is filed as additional security in connection with a Mortgage and Security Agreement being recorded simultaneously herewith, on which the appropriate mortgage tax has been paid.

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: Filed in Shelby County, Alabama (RN01-01289)	

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

Mirage Properties, LLC

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 for description of real estate.


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17. MISCELLANEOUS:

SCHEDULE "A"
(DESCRIPTION OF COLLATERAL)

Collateral" means the following assets of Borrower Parties, wherever located, and whether now owned or hereafter acquired: (A) the Mortgaged Property; (B) the Assigned Leases and the other Assigned Documents; (C) the Rents; (D) all amounts that may be owing from time to time by Bank to Borrower in any capacity, including, without limitation, any balance or share belonging to Borrower of any Deposit Accounts or other account with Bank; (E) all Records pertaining to any of the Collateral; (F) any and all other assets of Borrower Parties of any kind, nature or description and which are intended to serve as Collateral under any one or more of the Security Documents; and (G) all interest, dividends, Proceeds (including, but without limitation, insurance proceeds), products, rents, royalties, issues and profits of any of the property described above and all notes, certificates of deposit, checks and other instruments from time to time delivered to or otherwise possessed by Bank for or on behalf of Borrower Party in substitution for or in addition to any of said property.

As used in this Schedule "A", "Borrower" shall mean the Debtor, "Bank" shall mean the Secured Party, and all other capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement between Debtor and Secured Party (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply), and as used herein:

"Deposit Accounts", "Proceeds", and other terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Alabama (except in cases and with respect to Collateral when the perfection, the effect of perfection or nonperfection, and the priority of a Lien in the Collateral is governed by another Jurisdiction, in which case such capitalized words and phrases shall have the meanings attributed to those terms under such other Jurisdiction).

"Assigned Documents" means (i) the Assigned Leases; (ii) any and all other agreements entered into by or for the benefit of Borrower with any property manager, broker, or other Person with respect to the development, management, leasing, operation, occupancy or use of the Mortgaged Property; (iii) any and all Governmental Approvals with respect to the Mortgaged Property; (v) any and all operating, service, supply, and maintenance contracts with respect to the Mortgaged Property; and (vi) any and all rights of Borrower under any of the foregoing, including, without limitation, any rights to receive any payments or other monies under any of the foregoing.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof or security given therefor.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Rents" means all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Leases as of the date of entry of such order for relief.



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SCHEDULE "A-1"
DESCRIPTION OF MORTGAGED PROPERTY

All of Borrower's Interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (hereinafter referred to collectively as the "Mortgaged Property"):

(A) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(B) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by Borrower and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(C) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

(D) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same;

(E) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and

rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief; and

(F) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to any of the foregoing.

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

PARCEL I:

A part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama and run in an Easterly direction along the South line of said section a distance of 1336.01 feet to a 1 $\frac{1}{2}$ inch open pipe at the SW corner $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 32; thence deflect an angle to the right 0 deg. 02 min. 13 sec. and run in a Easterly direction and along the South line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 32, a distance of 258.72 feet to the point of beginning of the herein described parcel; thence deflect an angle to the left of 90 deg. 00 min. 00 sec. and run in a northerly direction a distance of 144.62 feet; thence turn an interior angle of 154 deg. 13 min. 15 sec. and run to the right in a Northeasterly direction a distance of 208.95 feet; thence turn an interior angle of 89 deg. 41 min. 01 sec. and run to the right in a Southeasterly direction a distance of 378.71 feet; thence turn an interior angle of 247 deg. 13 min. 16 sec. and run to the left in a Northeasterly direction a distance of 104.50 feet to a point on the Southwesterly right of way of U. S. Highway 280 also being a point on a curve; thence turn an interior angle of 88 deg. 04 min. 37 sec. to tangent and run to the right in a Southeasterly direction along said right of way and along the arc of a curve to the right having a radius of 2714.79 feet and a central angle of 2 deg. 58 min. 52 sec. a distance of 141.25 feet to a point; thence turn an interior angle of 174 deg. 19 min. 28 sec. from the tangent of last described curve and run to the right along said right of way in a Southeasterly direction a distance of 143.10 feet to a point on the South line of said Section 32; thence turn an interior angle of 59 deg. 27 min. 15 sec. and leaving said right of way run to the right in a Westerly direction along the South line of said Section 32 a distance of 668.86 feet to the point of beginning; being situated in Shelby County, Alabama.

Together with beneficial rights in and to the following:

- a. Reciprocal Easement Agreement dated January 1, 1998 by and between Baptist Health Systems, Inc. and Charles W. Daniel and as set out by Document No. 1999-7730 in the Office of Judge of Probate of Shelby County, Alabama, as amended by Modification of Reciprocal Easement Agreement dated January 23, 2001 and recorded in Document No. 2001-07233 in the Office of the Judge of Probate of Shelby County, Alabama.
- b. Reciprocal Easement Agreement dated August 5, 1999 by and between Baptist Health Systems. Inc. and SportsFirst, Inc. as set out by Document No. 1999-33954 in Probate Office of Shelby County, Alabama, as amended by Modification of Reciprocal Easement Agreement dated January 23, 2001 and recorded in Document No. 2001-07233 in the Office of the Judge of Probate of Shelby County, Alabama.
- c. Amended and Restated Reciprocal Easement Agreement dated January 15, 2001 and recorded in Document No. 2001-04482 in the Office of the Judge of Probate of Shelby County, Alabama, which amends and restates the Reciprocal Easement Agreement recorded in Document No. 2000-38869 in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL II:

A parcel of land situated in the SE ¼ of the SW ¼ of Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at a 1-½" iron pipe found at the southwest corner of the SE ¼ of the SW ¼ of said Section 32; thence, run South 88°09'41" East along the south boundary of the SW ¼ of said Section 32, a distance of 258.72 feet to a ½" rebar and cap previously set; thence, run North 01°48'33" East, a distance of 145.12 feet to a ½" rebar found; thence, run North 27°41'57" East, a distance of 208.82 feet to a ½" rebar found; thence, run South 62°00'13" East, a distance of 378.77 feet to ½" rebar found; thence, run North 50°45'56" East, a distance of 74.52 feet to the POINT OF BEGINNING; thence, run North 38°12'25" West, a distance of 90.04 feet; thence, run North 50°50'36" East, a distance of 30.00 feet to a point on the curving southwest right-of-way of U.S. Highway 280 (variable right-of-way), said curve having a radius of 2714.79 feet and a delta angle right of 01°53'58" for this segment; thence run along said curving right-of-way an arc distance of 90.00 feet to a ½" rebar found (the chord subtending said arc bearing South 38°12'25" East, a distance of 90.00 feet); thence, run South 50°45'56" West, a distance of 30.00 feet to the Point of Beginning.

Said parcel contains 2722 square feet (0.062 acres), more or less.

All bearings rotated about the south boundary of the SW 1/4 of Section 32 as being South 88°09' 41" East.