

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 Gibbons Graham LLC 100 Corporate Parkway, Suite 125 Birmingham, Alabama 35242</div></div>



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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 S.N.O., Inc.			
	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/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Filed in Shelby County, Alabama (RN01-01288)	

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

S.N.O., Inc.

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

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

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

10c. MAILING ADDRESSCITYSTATEPOSTAL CODECOUNTRY

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

11a. ORGANIZATION'S NAME

11b. INDIVIDUAL'S SURNAMEFIRST PERSONAL NAMEADDITIONAL NAME(S)/INITIAL(S)SUFFIX

11c. MAILING ADDRESSCITYSTATEPOSTAL CODECOUNTRY

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)

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

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

16. Description of real estate:
See Exhibit A attached hereto for description of real estate.

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.



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EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

PARCEL I (PELHAM CORNERS)

A parcel of land located in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Tract 1:

COMMENCE at the Northwest corner of said Section 24; thence South 87 deg. 46 min. 01 sec. East, a distance of 765.13 feet (deed); thence South 09 deg. 23 min. 41 sec. East a distance of 373.96 feet (deed) to the POINT OF BEGINNING; thence South 80 deg. 59 min. 20 sec. West, a distance of 139.11 feet (deed); thence South 07 deg. 56 min. 16 sec. East, a distance of 219.02 feet (deed); thence North 82 deg. 37 min. 01 sec. East a distance of 144.75 feet (meas.) 144.16 feet (deed) to the Westerly right of way line of U. S. Highway No. 31 (variable right of way) said point lying on a curve left, having a radius of 2,955.91, a central angle of 04 deg. 19 min. 32 sec. and subtended by a chord which bears North 9 deg. 23 min. 26 sec. West, a chord distance of 223.10 feet; thence along the arc of said curve and said right of way line, a distance of 223.15 feet (meas.) 223.59 feet (deed) to the point of beginning; being situated in Shelby County, Alabama.

Tract 2:

COMMENCE at the Northwest corner of said Section 24; thence South 87 deg. 46 min. 01 sec. East, a distance of 765.13 feet (deed); thence South 09 deg. 23 min. 41 sec. East, a distance of 373.96 feet (deed); thence South 80 deg. 59 min. 20 sec. West, a distance of 139.11 feet (deed); thence South 07 deg. 56 min. 16 sec. East, a distance of 219.02 feet (deed) to the POINT OF BEGINNING; thence South 08 deg. 14 min. 34 sec. East, a distance of 135.14 feet (meas.) 134.68 feet (deed) to the Northerly right of way line of Shelby County Highway No. 52 (50 foot right of way); thence North 80 deg. 32 min. 14 sec. East along said right of way line a distance of 139.18 feet (meas.) 138.62 feet (deed) to its intersection with the Westerly right of way line of U. S. Highway No. 31, said point also being the beginning of a curve to the left, having a radius of 2,192.01 feet, a central angle of 02 deg. 12 min. 10 sec., and subtended by a chord which bears North 5 deg. 14 min. 14 sec. West, a chord distance of 84.27 feet; thence along the arc of said curve and said right of way line a distance of 84.27 feet (deed) to a point of a compound curve to the left having a radius of 2,955.91 feet, a central angle of 00 deg. 53 min. 21 sec. and subtended by a chord which bears North 6 deg. 47 min. 00 sec. West, a chord distance of 45.87 feet; thence along the arc of said curve and said right of way line a distance of 45.87 feet (deed); thence leaving said right of way line, South 82 deg. 37 min. 01 sec. West a distance of 144.75 feet (meas.) 144.16 feet (deed) to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II (CHELSEA VACANT LAND)

Lot 2-DD according to the RESURVEY OF LOT 2-C AND LOT 2-D OF ALABAMA TELCO CREDIT UNION ADDITION TO CHELSEA, as the same is recorded in Map Book 42, Page 53 of the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL III (CHELSEA RETAIL SERVICE PROPERTY)

Commence at the SW corner of above said $\frac{1}{4}$ - $\frac{1}{4}$; thence South 89 degrees 23 minutes 09 seconds East, a distance of 176.06 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 207.07 feet; thence North 01 degree 43 minutes 47 seconds East, a distance of 955.28 feet to the southerly R.O.W. line of U. S. Highway 280,300 feet R.O.W.; thence South 82 degrees 06 minutes 57 seconds West and along said R.O.W. line, a distance of 216.61 feet; thence South 01 degree 19 minutes 25 seconds West and leaving said R.O.W. line, a distance of 923.16 feet to the POINT OF BEGINNING.

PARCEL IV (PELHAM PROMENADE)

A parcel of land located in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the SE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 1, thence North 1 degree 55'37" West along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 738.97 feet; thence North 73 degrees 49'55" West a distance of 77.33 feet meas. (17.13 feet Deed); thence South 51 degrees 05'31" West a distance of 187.72 feet meas. (187.73 feet Deed); thence North 64 degrees 31'13" West a distance of 280.24 feet meas. (280.00 feet Deed) to a point on the Easterly ROW line of U.S. Highway #31 (200' ROW); thence South 25 degrees 25'14" West, along said ROW line a distance of 540.77 feet meas. (540.72 feet Deed); thence South 25 degrees 43'57" West along said ROW line a distance of 306.66 feet meas. (306.00 feet Deed) to the intersection of the Easterly ROW line of said U.S. Highway #31 and the Southerly boundary line of said Section 1, thence North 89 degrees 52'22" East along said Section line a distance of 863.45 feet (863.56 feet Deed) to the point of beginning.

PARCEL V (WESTOVER RAW LAND)

Tract I:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East and run South 2 degrees 7 minutes 36 seconds East along East line of said section a distance of 3027.39 feet to a point on the South right-of-way line of U. S. Highway 280; thence South 82 degrees 50 minutes 0 seconds West along said right-of-way, a distance of 1314.74 feet to the point of beginning; thence continue along last described course and right-of-way a distance of 849.99 feet; thence South 82 degrees 47 minutes 27 seconds West along said right-of-way, a distance of 97.07 feet to a point on the East right-of-way line of Shelby County Highway 51; thence South 36 degrees 48 minutes 17 seconds West along said right-of-way, a distance of 130.63 feet; thence continuing along said right-of-way South 35 degrees 58 minutes 10 seconds West, a distance of 118.88 feet; thence South 35 degrees 56 minutes 46 seconds West along said right-of-way, a distance of 317.80 feet; thence leaving said right-of-way South 3 degrees 42 minutes 32 seconds East, a distance of 283.22 feet to a point on the North right-of-way line of CSX Railroad; thence North 82 degrees 42 minutes 25 seconds East along said right-of-way, a distance of 39.20 feet; thence continuing along said right-of-way North 7 degrees 17 minutes 35 seconds West, a distance of 50.00 feet; thence North 82 degrees 42 minutes 24 seconds East, along said right-of-way, a distance of 1007.84 feet; thence North 82 degrees 59 minutes 34 seconds East, along said right-of-way a distance of 258.14 feet; thence leaving said right-of way North 2 degrees 58 minutes 12 seconds West a distance of 645.68 feet to the point of beginning. According to survey of Robert C. Farmer, RLS#14270, dated 11/02/2006.

Tract II:

A parcel of land situated in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:


Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East and run South 27 degrees 36 minutes East along East line of said section a distance of 3027.39 feet to a point on the South right-of-way of U. S. Highway 280; thence South 82 degrees 50 minutes 0 seconds West along said right-of-way, a distance of 1314.74 feet; thence continue along last described course along said right-of-way a distance of 849.99 feet; thence South 82 degrees 47 minutes 27 seconds West along said right-of-way, a distance of 97.07 feet to a point on the East right-of-way line of Shelby County Highway 51; thence South 36 degrees 8 minutes 55 seconds West along said right-of-way, a distance of 567.30 feet to the point of beginning, said point also being the point of a curve to the left having a radius of 866.48 feet and a central angle of 21 degrees 51 minutes 57 seconds; thence continuing along the

East right-of-way line of Shelby County Highway 51 in a Southwesterly direction along the arc of said curve a distance of 330.68 feet to a point on the North right-of-way line of CSX Railroad; thence North 82 degrees 42 minutes 30 seconds East along said right-of-way, a distance of 150.00 feet; thence leaving said right-of-way North 3 degrees 42 minutes 32 seconds West, a distance of 283.22 feet to the point of beginning. According to survey of Robert C. Farmer, RLS #14270, dated 11/02/2006.

Tract III:

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 19 South, Range 1 East and run South 27 degrees 36 minutes East along East line of said section a distance of 3027.39 feet to a point on the South right-of-way of U. S. Highway 280; thence South 82 degrees 50 minutes 0 seconds West along said right-of-way, a distance of 1314.74 feet; thence continue along last described course along said right-of-way a distance of 849.99 feet; thence South 82 degrees 47 minutes 27 seconds West along said right-of-way, a distance of 97.07 feet; thence continue along last described course and said right-of-way a distance of 362.33 feet; North 3 degrees 33 minutes 4 seconds West, a distance of 299.55 feet to a point on the North right-of-way line of U. S. Highway 280; said point also being the POINT OF BEGINNING; thence North 3 degrees 30 minutes 38 seconds West, a distance of 280.46 feet; thence South 54 degrees 36 minutes 48 seconds East, a distance of 414.72 feet to a point on the North right of way line of U.S. Highway 280; thence South 82 degrees 56 minutes 8 seconds West along said right of way a distance of 323.39 feet to the point of beginning. According to survey of Robert C. Farmer, RLS #14720, dated 11/02/2006.


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