

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Virginia S. Boliek (205) 725-6406
B. E-MAIL CONTACT AT FILER (optional) vboliek@mcglinchey.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Virginia S. Boliek McGlinchey Stafford, PLLC 2100 Southbridge Parkway, Suite 650 Birmingham, AL 35209



20160603000190490 1/3 \$34.00
Shelby Cnty Judge of Probate, AL
06/03/2016 09:07:14 AM FILED/CERT

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)

1a. ORGANIZATION'S NAME Goodfellas Holdings, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 10450 US Highway 280	CITY Westover	STATE AL	POSTAL CODE 35147	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)

2a. ORGANIZATION'S NAME				
OR 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)

3a. ORGANIZATION'S NAME USAmeriBank				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 1100 Corporate Parkway	CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA


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

See attached Schedule I.

THIS UCC IS RECORDED AS ADDITIONAL COLLATERAL FOR DEBT SECURED BY THAT CERTAIN MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING RECORDED ON May 25, 2016 IN INSTRUMENT NO. 20160525000178810 WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

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: 105899.0004				

Schedule I


20160603000190490 2/3 \$34.00
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(a) All those certain tracts, pieces or parcels of land, and interests in the land, more particularly described on Exhibit A attached hereto and 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"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Mortgaged Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Mortgage;

(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; and

(d) All leases, rents, issues, profits, revenues and proceeds of and from the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases (including, but not limited to, that certain Commercial Lease and Addendum of Commercial Lease, both of even date herewith between Borrower, as lessor, and Mike Morgan Industrial, LLC, as lessee, covering the Mortgaged Property), ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds, and all proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof), 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.

Exhibit A

From the Northeast corner of the NW 1/4 of NE 1/4 of Section 27, Township 19 South, Range 1 East, Shelby County, Alabama proceed South 1°18'58" West along the East boundary of said 1/4 - 1/4 section line for a distance of 727.51 feet; thence proceed South 72°20'43" West 541.80 feet to the point of beginning of herein described parcel of land; thence from said point of beginning continue along the aforementioned course South 72°20'43" West 309.84 feet to a point; thence proceed North 1°18'09" East 775.19 feet to a point on the South right of way boundary of Old U.S. Highway No. 280; thence proceed along said Highway right of way North 84°09'01" East 76.63 feet; thence continue along said right of way the following courses, proceed North 81°03'48" East 207.54 feet; thence North 76°22'28" East 13.21 feet; thence leaving said right of way proceed South 1°18'08" West 724.37 feet back to the point of beginning.

Less and except any part of subject property lying within a road right of way.

Located in the NW 1/4 - NE 1/4 of Section 27, Township 19 South, Range 1 East, Shelby County, Alabama.

Subject to the following:

1. Taxes and assessments for the year 2016 and subsequent years not yet due and payable;
2. Any mineral and mining rights in the property that are not owned by Grantor;
3. Right of way to Colonial Pipeline, recorded in Volume 267, page 10, in the Probate Office of Shelby County, Alabama;
4. Right of way granted to Alabama Power Company by instrument recorded in Volume 111, page 138; Volume 203, page 527 and Volume 237, page 358 in the Probate office of Shelby County, Alabama; and
5. Encroachment of fence over East property line as shown on the survey of Ray Weygand dated May 13, 2016.